

Gain \$2.20 In 3-Year AGC Pact

"Serving the men who move the earth!"

ENGINEERS NEWS

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



GUAM, WHERE AMERICA'S DAY BEGINS

HAWAII, THE 50TH STATE

NORTHERN CALIFORNIA, THE GOLDEN STATE

NORTHERN NEVADA, SILVER STATE

UTAH, HEART OF THE ROCKIES

Vol. 27—No. 7

SAN FRANCISCO, CALIFORNIA



July, 1968

Negotiate Finest Master Contract

San Francisco—Operating Engineers Local Union No. 3, the Northern California Chapter of the Associated General Contractors of America, Inc. (AGCA) and the California Contractors Council, Inc., along with Engineering Grading Contractors (EGCA) were signatories last week to a new three-year pact which will raise the hourly pay of operators of heavy construction equipment some seven per cent yearly through 1971.

The new Master Construction Agreement which will affect some 17,900 members in Northern California was overwhelmingly ratified following ten regular and specially called meetings with the membership.

In making the joint announcement, International Vice President and Business Manager of Local No. 3, Al Clem, said that negotiators for the union and the contractors had held some 28 meetings and though never far apart on the money package, were at times at odds over clarifying language on job safety and re-training programs to upgrade skills of members so that they would be able to effectively handle some of the mammoth new earth moving and hoisting equipment.

Clem pointed out that much of this new equipment would be handling tremendous loads such as derrick barges and cranes capable of lifting some 200 tons, and earth moving equipment that would be able to displace some 100 yards at a time.

The spokesman for the industry and the union stated that the cost of moving material due to the improved skill and the advanced technology as applied to the developing of larger, faster and more complex machinery has held the cost of moving earth and of other work performed by heavy equipment operators at approximately the same as it was 20 years ago. It was also pointed out that all of the contractors covered by this labor agreement have dedicated considerable efforts in the improvement of the construction techniques thereby bringing about a great savings to the public and making it possible to develop free-ways, hydro-electric projects, water systems, transportation systems and building projects economically.

Business Manager Al Clem and the five (5) principal officers, Paul Edgecombe, Dale Marr, T. J. Stapleton, A. J. Hope and Don Kinchloe which constituted the negotiating team for the union said that the wage package amounted to a weighted average of approximately 7% over the 3 year period with some minor improvements in the fringe benefits. The major emphasis was applied on training and re-training for the membership of the union and improvement of contract language.

The new Master Construction Agreement is retroactive to June 16, 1968 and will run through June 15, 1971 except for the Steel Fabricators and Erectors' Council Agreement which becomes effective on October 1, 1968 and terminates June 15, 1971.

Following are the changes and revisions in the Master Agreement as they were presented to the membership for ratification.

Introduction . . . No changes.
SECTION 1.

GENERAL PROVISIONS

A. Definitions.

1. California Contractors' Council, Inc. has been added.

2. California Contractors' Council & Steel Fabricators & Erectors' has been added.

3. No change.

4. The term "Employee" as used herein, shall mean any person, without regard to race, creed, color, sex or national origin: (a) whose work for an Individual Employer in the area covered by this Agreement falls within the recognized jurisdiction of the Union or (b) who operates, monitors and controls, maintains, repairs, assembles, erects; services or each or all of them, power operated equipment, of the type or kind of equipment used in the performance of work referred to in (a) above, regardless of whether such equipment is mechanically, electrically or electronically, hydraulically, automatically or remotely controlled, and (c) who assists or helps in the operation, maintenance, repairing or assembling, erecting or servicing of such power-operated equipment of the type or kind of equipment used in the performance of work referred to in (a) above and who qualifies to register in a Job Placement Center, provided that the foregoing shall not apply to superintendents, assistant superintendents, general foremen, foremen, timekeepers, messenger boys, guards, confidential employees, office help, inspectors and persons specifically excluded elsewhere in this Agreement.

5. The term "Local Production of Materials" means imported borrow, rip-rap, rock, sand, gravel, aggregates of all kinds, concrete (excluding cement), asphalt and macadam or other road-surfacing material (excluding oil) to be incorporated in a job or project of an Individual Employer produced off the site of a job or project by the use of equipment covered by this Agreement, including the additions under the provisions for Additional Work or Classification (Section No. 11, D).

Any Individual Employer who produces such material for the purpose of servicing such job or project shall do so under this Agreement so long as such material is actually being produced or delivered to such job or project, provided, however, this Agreement shall not apply to any such work if such work is covered by a separate labor agreement with the Union.

see CONSTRUCTION page 4



SIGNATORIES to one of the best Master Construction Agreements ever negotiated by Operating Engineers Local Union No. 3 are shown above. In top photo Joe Barnhart representing AGCA and CCC puts his pen to the three-year agreement as Inter-

national Vice President and Business Manager Al Clem smiles happily for news photographers. In the lower photo Warren Mendel of EGCA joins Business Manager Clem in the signing of their agreement.



Collectively Speaking with Al Clem

By the time you receive this issue of the paper, no doubt many of you have familiarized yourself with the contents of the new Master Agreement from 1968 through 1971.

While I was able to attend many of the ratification meetings, the ones I was unable to attend I am sure that the vote speaks for itself. Even though we did not achieve everything we were desirous of in the negotiations, I think the way the contract was accepted by the members speaks for itself. It was only reached after twenty-eight (28) meetings with the Employers of which all phases and facets of the job contents contained in the agreement were discussed at great length.

I would like at this time to pay tribute to the Employers Negotiating Committee representing the two (2) associations. In my opinion they did an outstanding job in representing the Employers but I think we must recognize that they did not negotiate on a personality basis but on a businesslike basis. It goes without saying at times with so many meetings of such long duration, the tempers were short and perhaps there were statements made in haste that could have gone unsaid, but the fact remains when the negotiations were completed, I believe that each side had a better understanding of all our problems combined.

The agreement was negotiated in good faith and I would like at this time to personally ask each member employed in the construction industry to read it and adhere to it in its entirety. Only by everyone living up to the agreement can we hope to protect our friends in the construction industry from those few unscrupulous individuals or Employers from taking advantage of what so much time has been put into to achieve.

We have caused the changes in the Master Agreement to be published in this issue of the paper as well as the wage scales, and the map description of the subsistence areas.

We are at this time endeavoring to get the agreement published in booklet form as soon as possible so it will be available to all the members.

I would like to thank all of you who work in the construction industry for the support that you gave the Union to secure this agreement. I can say without fear of contradiction, it is the best agreement that has ever been my privilege to submit to the membership.

Your Negotiating Committee put in many long hours, not only at the bargaining table, but in preparing submissions and counter proposals to use in our negotiating sessions.

The money package was distributed along the lines that the members had indicated that they would like. During the month of February we sent out an excess of 17,000 questionnaires in which all of you were able to indicate what you were interested in for the negotiations. We are extremely proud to report to all of you that the overwhelming majority indicated that they were leaving the negotiations in the hands of the Negotiation Committee to bring back a contract for your acceptance or rejection. I think the vote speaks for itself as out of the ten (10) meetings, which were well attended, the vote was 3,390 YES Votes, 48 NO Votes, which indicates to me that the majority of the Brothers had faith in the Negotiation Committee and the judgment of those members who attended the meetings to accept or reject the proposal.

We sincerely hope now that the agreement has been completed that the work picture will improve. Some of the halls report that they are getting most of the Brothers out to work in some classification while other districts have a large out of work list.

You will also note in this issue of the paper that we are printing the complete text of your Local Union By-Laws. This is so you will have them available for the regular and special-called meetings (also published) to be conducted in the month of July to explain proposed changes in the By-Laws. Many of these changes were brought about by resolutions which were presented recently at the 28th Convention of the International Union of Operating Engineers. In order that we may conduct the business and affairs of your Local Union in an economical and efficient manner, it is necessary that these proposed modifications be submitted to you for your consideration. There will be some additional benefits derived for the dependents of the members by the adoption of the By-Laws.

I want to thank all of your Brothers who took time out of your busy schedules to attend the Semi-Annual Meeting on July 13. It is indeed gratifying to note that we have so many members who are willing to give up a Saturday afternoon to conduct the business and affairs of their Union.

Credit Union Shows Sharp Growth Gain

By JAMES "RED" IVY
Credit Union Treasurer

Savings-conscious Brother Engineers could add another check mark to the growing plus side for the imaginative leadership of their union with the announcement this week that Local No. 3 Credit Union assets had climbed over the \$3,500,000 mark.

This meant that with the second transfer of vacation pay to the Credit Union, 1997 members more than last year, or a total of 7686 Brothers chose this option.

This enthusiastic response by members working under Northern California constructions agreements in choosing the option of allowing their vacation and/or holiday pay, totaling \$1,795,432.99, to go into their Credit Union savings account brought a sharp increase of \$703,512.28 over the previous years deposit.

Business Manager Al Clem pointed out that before the expiration of the present contract this plan would be contributing fifty cents (50¢) for each hour worked to the share accounts of those electing this option and would provide the Brothers with a painless way to save in an interest bearing account that afforded instant access, borrowing privileges and many other extras through Credit Union volume buying power.

Brothers might also note that in ten years time, with no further increase in contributions or dividend rates (both unlikely) a member averaging two thousand hours a year could accumulate a savings (share) in excess of \$12,000.

Join your dollar-wise Brothers and Save, Borrow and Buy through your own Credit Union. It's the only way to travel!

Purchasing Power

Gross weekly earnings of rank and file workers reached a record high in May, and the purchasing power of these earnings increased sharply. The report was issued today by the Labor Department's Bureau of Labor Statistics.

Important Notice

Recording - Corresponding Secretary T. J. Stapleton said this week that the complete text of the current bylaws of Operating Engineers Local Union No. 3 was being printed in this issue of the *Engineers News* to assure that every member would have a chance to study and have on hand a copy of the bylaws when comparing proposed amendments which they will receive in the mail for referendum vote within 30 days after completion of a series of specially called meetings throughout the jurisdiction. Purpose of the changes of the bylaws will be explained at these meetings and a discussion of the financial structure of the union will also be made. Members are urged to keep this copy along with the changes and meeting schedule sent them by mail and to make every effort to be present at the meeting in their area.

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Washington News Desk



From the International Union of Operating Engineers

One of the truly puzzling aspects of the federal government's intense interest in the training and employment of minority group members is what the government officials say publicly about the situation and then proceed to do behind-the-scenes.

Under Secretary of Labor James J. Reynolds recently made a major, if somewhat unpublicized address in Houston, Texas.

He began by praising the Building and Construction Trades Department of the AFL-CIO for the program it adopted, in agreement with U. S. Department of Labor at Bal Harbour last Winter.

"I am convinced the labor movement meant what it said," he remarked. "I commend the Building Trades Department for this significant step forward, for this constructive approach, which is a reflection of its determination to make meaningful progress in opening apprenticeship opportunities to minority youths."

Secretary Reynolds said that Negroes and members of other minority groups will be represented in building trades apprenticeship programs "in realistic numbers" within the next three years.

"Counting Negroes or other minorities in apprenticeship programs will become a needless exercise, nothing more than a routine statistic within three years," he asserted.

"As we open more and more apprenticeship Outreach programs throughout the nation, the Spirit of Bal Harbour is certain to become a reality."

In spite of Secretary Reynolds' professed optimism and confidence in what labor is trying to do about the problem, his own department and other branches of the administration continue to throw roadblocks into Building Trades Programs.

A Philadelphia situation is an example. The U. S. Labor Department has approved an "affirmative action" program for the Pennsylvania Heavy and Highway Contractors Association and District 50 of the United Mine Workers. This approval eliminates the pre-award conference and the resulting manning tables for District 50 contractors.

About six weeks ago, Peter Kiewit I Sons had their low bid on the Girard Point Bridge tossed out because of their refusal to accept quotas on the job.

Under Secretary Reynolds and Secretary of Labor W. Willard Wirtz repeatedly have expressed themselves against quotas.

Moreover, the so-called Philadelphia Plan, developed by Federal agencies, requires a "representative number" of Negroes to be employed on all federally funded construction projects. But some \$19 million in Federal funds for highway contracts have been held up for weeks on equal employment technicalities.

Reynolds, incidentally, publicly disagrees with a frequently-heard criticism that apprenticeship terms are too long. It is to be hoped that this also is his private belief.

"Those who say it is too long," he said in a recent talk, "simply do not understand all the work and study and on-the-job training that is required before an apprentice can become a qualified journeyman."

"The apprentice must master every possible type of work in his trade. This takes time. It takes practice. It takes study."

"If an apprentice mastered only one phase of his trade, reporting as he does from one job to another, he would find himself out of work most of the time. There is simply not enough work in any one specialty within a craft to keep the specialist employed often enough in a year to earn a living annual income."

"It is only through mastery of all the skills that apply to his trade that his chances for year-round economic survival become credible," Reynolds said.

Pacific Employment

Nonagricultural wage and salary employment in the eight Pacific states totalled 9,419,100 in mid-May. The Labor Department says this is a 76,400 job increase between April and May, exceeding the normal rise expected of 30,000 jobs.

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\$6,607,000 Face-Lifting

Fresno State Looks Toward Future

By CLAUDE ODOM, KENNETH GREEN and BILL RELERFORD

Fresno County Supervisors have approved 4-1 a time table for construction of a new sheriff's administration building, with Wesley R. Craven balking at the idea.

The supervisors' decision calls for bid advertising for the \$1.7 million law-enforcement building, opening bids June 11, awarding a contract July 9 and beginning construction Aug. 1.

Craven suggested the third floor of the courthouse be used for the sheriff's personnel until a new building can be financed. The cost of finishing the third floor shell has been estimated at \$250,000.

When the board originally discussed a new building two years ago, costs were set at \$1.2 million and now have risen to the \$1.7 million, partly due to increased construction fees.

The two-story building will have 14,500 square feet on each floor and a 16,000 square foot basement. The federal government will contribute approximately \$132,000 for a civil defense center to be located in the basement. The federal government originally offered \$200,000 for the civil defense center.

Construction of new facilities for the rapidly expanding student population is changing the appearance of the Fresno State campus. The Martin Company is working on the parking lot, Tri-Central is constructing a residence hall and the student union building is almost completed at this date. A new book store and art building are planned for construction between the end of this year and 1970. The total investment for the parking lot and administration building is \$6,607,000.

A contract has been awarded to the Williams Construction Co. and Porterville Asphalt Co. to widen Cedar Avenue between Butler and Jensen Ave. The work will also include improvements which are curbs and gutters and some house sewer branches. Total amount of contract \$225,676.

A proposal to turn most of Broadway Street from Fresno to Tuolumne into one gigantic parking lot has been slated for discussion by the Fresno City Council. Cost estimate for the project has been estimated at \$2,500,000.

It has been announced from Washington that a new \$7 million postal facility in west Fresno has been given the go-ahead. The target date for putting the facility into use is May 1971. The building will be erected on a 12.4 acre site in west Fresno Redevelopment project between Fresno freeway and Southern Pacific Co. mainline.

The Harris Construction Co. of Fresno has been awarded a job to construct the first phase of the Fresno Bee building to be built in the west Fresno Redevelopment area. The Harris Co. was low bidder among five others submitted. Total amount of contract \$2,543,723. Construction is expected to start by June 1 with 540 days to complete.

Approval has been given by the Fresno City Council to widen Clinton Way between Winery and McKinley Ave. as it winds its way through Fresno Air Terminal property. Total amount of contract will be approximately \$59,600.

The Fresno City Council has approved a 50-year lease on Fresno Air Terminal property for the construction of a hotel, restaurant and

office facilities estimated to cost more than \$1.2 million. The site is located on 8.07 acres east of McKinley Ave. and Clinton Way. The buildings will be erected on the north west corner of McKinley Ave. and Clinton Way about 400 yards southwest of the air terminal buildings.

The State Division of Highways has awarded a contract to Brew-Wunschel Small of Carmichael to widen Highway 152 from two lanes to four lanes from about a mile east of the Dos Palos line to a point half a mile west of the Madera County line, a distance of 7½ miles. Total cost of the project is \$2,222,937.

Bids will be open May 29 for a \$387,500 project to reconstruct and widen four miles of Highway 140 in Merced County from Highway 33 in Gustine to Interstate 5.

Bids will be opened June 12 for resurfacing 3.9 miles of Highway 180 and 3.5 miles of Route 233 in Fresno and Madera counties. The work is expected to cost \$65,000.

A contract to complete work on the lower San Joaquin River Flood Control Project from 12 miles southwest of Madera to 24 miles west of Merced has been awarded to a Modesto firm. The State Department of Water Resources reports that the low bid of \$109,789 was submitted by Standard Materials Co.

Bids will be opened here June 19th on a proposed \$266,100 project to resurface approximately 50 miles of highway in Kings County.

On Highway 33, between Highway 41 and the Kern County line, a distance of eight miles.

On Highway 41, between point four miles north of the Kern County Line and a point .3 of a mile south of Highway 198, a distance of 36 miles.

On Highway 198, between the main gate of Lemoore Naval Air Station and a point .2 of a mile west of Highway 41, a distance of six miles.

Bids will be opened here July 3 for a \$1.5 million project involving the construction of two miles of four-lane Freeway 65 in and near Porterville.

The freeway would run between Avenue 152 (Olive Avenue) and Avenue 164. Included would be an interchange at Avenue 160 (Henderson Avenue).

The State Division of Highways said the project should be completed by the end of 1969. The division said it is the first section of a four-unit project aimed at constructing about 15 miles of freeway on Highway 65 from Avenue 116, near the Porterville Municipal Airport, to Avenue 228, near Lindsay.

Fresno Paving is hauling sub base and going strong on their finish operation at Terra Bella with approx. 10 of the brothers on the payroll.

The Huron job is approx. 70% complete and they intend to start their 12 Ave. job in Hanford around the 10th of June.

Vinnell Corp. on Interstate 5 at Three Rocks are in the final stage of clean up. This has been a good long job for the brothers and we hope the paving commences in the near future.

Hood Corp. at Three Rocks plan to start stringing pipe around the 15th of June and start their laying operation in July. This job has been shut down for 3 months, due to the shortage of pipe. Hood Corp. also has completed their job

on Mooney Blvd. in Visalia.

L. D. Folsom and Owl Rock have merged their rock plants at Coalinga. This should be a good venture for everyone concerned. L. D. Folsom was low bidder on a road job in the Paso Robles area and they will take some of the brothers into Local #12.

Peter Kiewit & Sons are still on 2 shifts at Kettleman City. This job is coming along rapidly with approx. 80 members on the job.

Darkenwald Co. have a good dirt show going on the Pleasant Valley Pumping Plant. They are using 631 scrapers. There are 15 of the brothers on the job under the capable supervision of Brother Harry Orton.

Kirst Co. from Atascadero, Calif., have started their Pleasant Valley Canal job. They are using three 657 scrapers to do the excavation. Clyde Woods Co. is the prime contractor on this job, and they will do the trimming and lining which should start in October.

The mountain jobs are slow in coming. Dicco Corp. on the Parker Pass Job has 6 of the brothers working and they are planning on two DW 21's to move the dirt.

The Lloyd Meadows job was let and Wickes was low bidder but at this time he has claimed error in the bid. The Forest Service say it will probably be re-bid.

Continental Co. at Sugar Loaf have a contract to install 600 down drains between Sugar Loaf and Johnsondale. There are 3 of the brothers on the payroll.

R & D Watson are working 6 days a week on their Kings River Project. There are 15 happy members on this job. It should last into the winter. We can only hope there will be more jobs like this.

Wells Co. of Visalia are well into their Mooney Blvd job. They are using DW 20's for the excavating. Midvale Pipe is laying all the pipe and Valley Tree Service is taking care of the clearing and grubbing.

Lentz Co. are 80% complete on their Westland Pipeline Job. This has been a good job for the brothers with very little lost time due to weather.

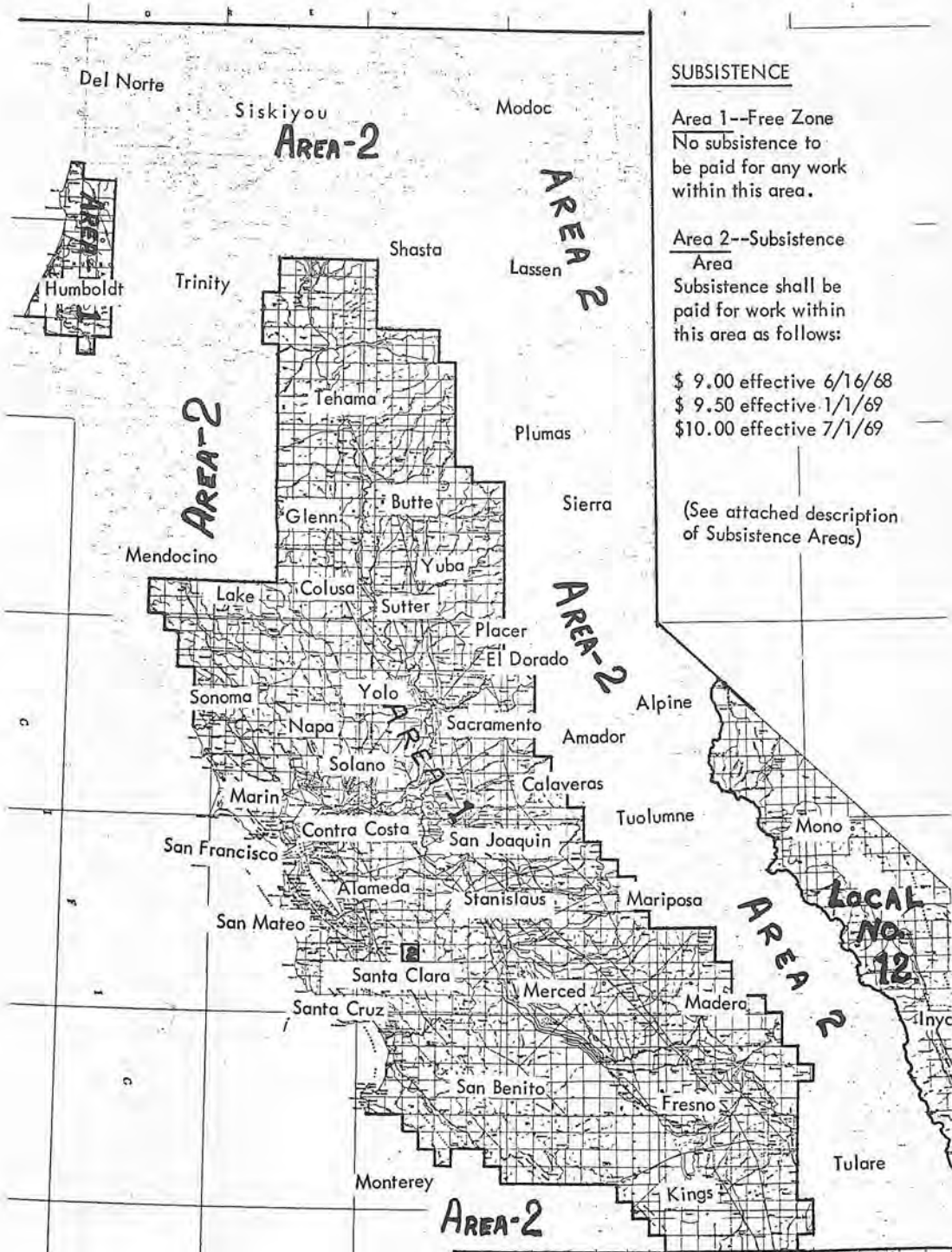
Atkinson

continued from page 16

located west of Turlock on West Main.

Arthur G. McKee Co., constructor of the new Swift & Co. meat packing plant, has cut their working force considerably, but a few operators will be on the payroll for several more months.

Holt Bros., local Caterpillar Tractor dealer, continue to add to their work force.



NEW SUBSISTENCE area map is shown above. This is a graphic projection of the "subsistence area" and the "free zone" as negotiated under the new Master Construction Agreement (see page 6, for added details) with the Northern California Association of General Contractors & California

Contractors Council, along with the Engineering Grading Contractors Association. Light area, note the tiny block near Santa Clara, is the main subsistence area or Zone 2. Rest of the clearly defined area is the "free zone" or Zone 1.

Operating Engineers Local Union No. 3

MEETING NOTICE

8:00 p.m.--Meeting Time

Dear Sir and Brother:

July 16--Engineers Hall, 2806 Broadway, Eureka, California. Musicians Hall, 124 West Taylor, Reno, Nevada.

July 17--Engineers Bldg., 100 Lake Boulevard, Redding, California. 1958 W.N. Temple, Salt Lake City, Utah.

July 18--Prospectors Village, Oroville, California. 3121 E. Olive St., Fresno, California.

July 19--Labor Temple, 16th & Capp Sts., San Francisco, California. C.E.L.&T. Bldg., 2525 Stockton Blvd., Sacramento, California.

July 22--2102 Almaden Road, San Jose, California. 1701 Corby Ave., Santa Rosa, California.

July 24--2305 So. Beretania, Honolulu, Hawaii.

July 25--Engineers Bldg., 2626 North California, Stockton, California.

July 27--Panciteria Far East, Hong Kong Gardens, TAMU-ING, Guam.

July 29--Labor Temple, 2315 Valdez, Oakland, California.

You are requested to attend the above scheduled meetings where the proposed modifications in the By-Laws will be explained, as well as the financial structure of your Local Union.

Al Clem, Business Manager
T. J. Stapleton, Rec.-Corr. Secretary

Northern California Construction Agreement

continued from page 1

B. Coverage.

1. This Agreement shall cover and apply to Northern California, which term means that portion of the State of California above the northerly boundary of Kern County, the northerly boundary of San Luis Obispo County, and the westerly boundaries of Inyo and Mono Counties, and such other areas as may be included in any Addendum attached hereto.

2. This Agreement shall cover and apply to all activities of the Individual Employer in the area covered by this Agreement falling within the recognized jurisdiction of the Union, including, but not limited by inference or otherwise, to building construction, demolition, and site clearing, excluding the falling and removal of merchantable timber by the purchaser of the merchantable timber. It shall also apply to all maintenance and repair work and facilities, on-site or off-site, of an Individual Employer in the area covered by this Agreement, except an off-site repair or maintenance facility with respect to which the Individual Employer is in a bona fide collective bargaining relationship with a Labor Organization covering such Individual Employer's off-site maintenance and repair facility at the time the Individual Employer becomes a party to, or covered by, this Agreement. This Agreement shall apply to the operation, maintenance, and repair of equipment covered by this Agreement (including the additions under provision for Additional Work or Classification, Section No. 11, D) used in the production of imported borrow, rip-rap, rock, sand, gravel, aggregates of all kinds, concrete (excluding cement), asphalt or macadam or other road-surfacing materials (excluding oil) off the site of a job or project by an Individual Employer which is to be incorporated into a job or project of an Individual Employer so long as such material is actually being produced or delivered to such job or project, provided, however, this Agreement shall not apply to any such work if such work is covered by a separate labor agreement with the Union.

3. The Agreement shall cover and apply to all Employees.

C. Additional Individual Employers.

1. No change.

2. No change.

D. Bargaining Representatives.

1. No change.

(a) The Union hereby recognizes and acknowledges that each Employer is the collective bargaining representative of its members, regular (contractor) and affiliate in the territory covered by this Agreement for the work covered by this Agreement. Each Employer shall supply the Union with a full, complete, and correct list of its members, and will advise the Union monthly of members added or dropped.

(b) "a copy" of such Agreement is the only change in the paragraph.

2. No change.

SECTION 2.

ADMINISTRATIVE PROVISIONS

A. Notice and Records.

1. Pre-Job Conferences.

(a) The Individual Employer or an Employer shall notify the Union at least one (1) week prior

to the commencement of work by an Employee or Employees covered by this Agreement of all jobs or projects where the estimated or agreed price to be paid to the Individual Employer is \$1,000,000.00 or more.

(b) No change.

(c) All understandings reached at such Pre-Job Conference shall be reduced to writing in a Pre-Job Conference Report and signed by the Individual Employer or an Employer and the Union. Such understandings shall be within the scope and terms of this Agreement. For Keymen, refer to Section No. 3, Appendix A, (7), (D).

2. (a) No change.

(b) No change.

3. Employee Termination.

(a) The Individual Employer shall notify the Job Placement Center on a form supplied by the Job Placement Center of the names of all Employees who have quit or been terminated during the week. Such form is to be mailed to the Job Placement Center in San Francisco not later than Monday of the week following the week of such quit or termination. Any Individual Employer failing to make such report three (3) times in one (1) calendar year shall for such failure to report pay One Hundred Dollars (\$100.00) into the Pension Trust Fund for Operating Engineers and One Hundred Dollars (\$100.00) for each additional failure.

(b) No Employee may be transferred from an Individual Employer's payroll to another Individual Employer's payroll, except in accordance with the Job Placement Regulations, Appendix A.

B. Conflicting Contracts.

No change.

C. General Savings Clause.

No change.

D. Favorable Legislation.

No change.

E. Liability of the Parties.

No change.

SECTION 3.

EMPLOYMENT

A. Hiring.

1. All hiring shall be subject to and in accordance with Job Placement Regulations, Appendix A, of this Agreement.

2. No change.

B. Union Security.

1. All Employees covered by this Agreement employed at the site of construction, alteration, painting or repair of a building, structure or other work shall be required, as a condition of employment, to apply for, and to become members of, and to maintain membership, in the Union (that is the parent Local Union or the appropriate subdivision of the Union as determined from time to time by the Union by classification) within eight (8) days following the beginning of their employment or the effective date of this clause, whichever is the later. This clause shall be enforceable to the extent permitted by law.

2. All Employees covered by this Agreement not employed on the site of construction, alteration, painting or repair of building, structure or other work shall be required, as a condition of employment, to apply for, and to become members of, and to maintain membership in, the Union (that is the parent Local Union or the appropriate subdivision of the Union as determined from time to time by the Union by classification) within

thirty-one (31) days following the beginning of their employment or the effective date of this Clause, whichever is the later. This clause shall be enforceable to the extent permitted by law.

3. The Union recognizes its obligations and therefore assumes full responsibility to every Employee discharged for failing to comply with the provisions of the paragraphs 1 and 2 last above set out, as a result of a written request from the Union to the Individual Employer of the Employee.

4. Any Employee discharged for failing to comply with the provisions of paragraphs 1 or 2 above, as the case may be, while actively employed shall, before registering in a Job Placement Center for dispatch under this Master Agreement, tender to the Union his initiation or reinstatement fee and current quarterly dues in the form and manner regularly required by the Union, and the Union shall issue receipt therefor. Upon presentation of such receipt to the Job Placement Center as evidence of such tender, the Employee shall be permitted to register as if he had never been discharged for such non-payment.

C. Discharge of Employees.

1. No change.

2. No change.

3. No change.

4. No Employee covered hereby may be discharged for refusing to cross a lawful picket line established by an International Union affiliated with the Building and Construction Trades Department of the AFL-CIO or a Local Union thereof or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America or a Local Union thereof, after the Individual Employer involved has been notified of the proposed picket line by the labor organization intending to picket and has had an opportunity to be heard. Said notice shall be in writing and mailed to the Individual Employer at his address. This provision shall not apply to a jurisdictional picket line. However, an Employee of an Individual Employer who refuses to report to the job or project of an Individual Employer and perform his work for the Individual Employer when directed so to do by the Union under the provisions of Section No. 2 E, 2, may be discharged by his Individual Employer. Such discharged Employee may register in any Job Placement Center, but he shall be ineligible for dispatch until the sixtieth (60th) day after the date of his discharge.

D. Owner-Operator.

1. Whenever "owner-operator" is used in this Section, it means Operating Engineer Equipment Operator-Employee only, and does not apply to a Heavy Duty Repairman (Welder) or a Lubrication and Service Engineer or equipment (generators, welding machines, fixed drills, lathes, pickup trucks, grease trucks, lube trucks or trucks and trailers) used by them or either of them and necessary or advisable for the performance of any work of a Heavy Duty Repairman (Welder) or Lubrication and Service Engineer, and nothing in this Section shall apply to any person or equipment except where the owner of the equipment operates the equipment in the performance of work covered by this Agreement for an Individual Employer.

2. through 15. No change.

E. Assistant to Engineer

Priority. No change.

F. Operator's Priority.

In those cases in which one or more fifth (5th) or sixth (6th) grade apprentices is or are employed by an Individual Employer as a Journeyman Trainee and as a result of a reduction in force it becomes necessary to lay off a Journeyman Trainee all fifth (5th) or sixth (6th) grade apprentices shall be laid off in reverse order of their employment before a non-apprentice Journeyman Trainee is laid off.

An operator who has worked in the past six (6) months as a Journeyman Trainee and who is currently registered in a Job Placement Center as a Journeyman Trainee for a period of thirty (30) or more days and is available for work shall have the absolute right to replace any fifth (5th) or sixth (6th) grade indentured apprentice employed in place of and as a Journeyman Trainee on a job or project serviced by such Job Placement Center as of the close of any work week; provided, however, that the indentured apprentice to be replaced has been dispatched to such job or project more than thirty (30) days prior to his replacement.

SECTION 4.

APPLICATION TO SUB-CONTRACTORS

A. On Site Work.

1. a. No change.

b. No change.

c. No change.

(d) Regardless of anything in this Agreement to the contrary, no on-site work covered by this Agreement of a Heavy Duty Repairman or a Lubrication or Service Engineer or an Employee who operates or maintains the following equipment: generators or welding machines, or uses in the performance of his work fixed drills, lathes, pickup trucks, grease trucks, lube trucks and trailers or any or all of them will be subcontracted to any person or individual if such person or individual performs any such work.

2. No change.

B. Off-Site Work.

1. With respect to off-site work covered by this Agreement, that is, work not done or to be done at the site of construction, alteration, painting or repair of a building, structure or other work:

(a) No off-site work covered by this Agreement, shall be performed by any person or entity not covered by a labor agreement with the Union unless the employee's wages, rates of pay, hours of labor and other on-the-job conditions of employment, excluding Union Security, Recognition, Hiring and clauses relating directly thereto or directly connected therewith, and each of them of such person or entity is equal to or better than the wages, rates of pay, hours of labor and other conditions of employment and each of them provided for in this Agreement.

(b) The foregoing shall also apply to the Local Production of Material in excess of \$50,000.00 from any one supplier on any one Job or Project.

(c) The provisions of this Section have been negotiated and agreed upon by and between the parties for the objects and purposes of protecting the wages, rates of pay, hours of labor, Fringe

Benefits, and on-the-job working conditions of the Employees represented by the Union and is to be so interpreted and enforced. The Individual Employer will not enter into any scheme, plan, device or agreement to circumvent or defeat the receipt by Employees of wages and fringe benefit payments and conditions equal to or better than that of the Employees covered by this Agreement.

C. Definition of Sub-Contractor. No change.

SECTION 5.

WORKING RULES

A. (1) through (10). No change.

(11) No change.

(a) No change, except the day after Thanksgiving Day which replaces Admission Day.

Double the applicable straight time rate for the shift, work, equipment and classification shall be paid for all work (other than repair and field survey work) performed on Saturday and before a shift begins and after it ends in the following Counties: San Francisco, Alameda, Contra Costa, San Mateo, Marin and Solano.

(b) Triple the applicable straight time rate for the shift, work, equipment and classification shall be paid for all work (other than repair work and field survey work) performed after twelve (12) hours in any one shift in the following counties: San Francisco, Alameda, Contra Costa, San Mateo, Marin and Solano.

(c) (i) No change.

(ii) No change.

(iii) For all work performed after twelve (12) hours in any one shift, double the applicable straight time rate shall be paid except repair and field survey work, in all Counties not mentioned in paragraph 11 (b) hereof.

(iv) For all work performed after twelve (12) hours in any one shift, double the applicable straight time rate shall be paid for repair and field survey work in all counties.

(d) No change.

(e) No change.

(12) No change.

(13) No change.

(14) No change.

(15) No change.

(16) No change.

B. Employee bonds (1) — No change.

C. No restrictions on production (1) — No change.

D. Show-up time — No change.

SECTION 6.

MANNING

A. General

1. Assistance

(a) No change.

(b) No change.

2. Foreman and shifters

No change.

3. Asphalt plant crew — No change.

4. Operator

(a) No change.

(b) No change.

(c) A Journeyman Trainee or a Registered Apprentice when employed shall be afforded during his shift, the opportunity to operate each individual piece of equipment in the group to which he has been assigned without regard to the one-change rule, but in no event shall the performance of such work displace any other Employee under this Agreement.

However, a Journeyman Trainee or a Registered Apprentice may be substituted for an absent Employee.

see SUBSISTENCE page 6

Piambo, Treadwell To Work \$3,905,000 Freeway Spread

By RAY COOPER and PHIL DURNFORD

TRINIDAD FREEWAY UNDERWAY—Piambo Construction Company of San Carlos was low bidder with \$3,905,000.00 for 5.6 miles of 4-lane divided freeway between Trinidad and Patricks Point. They are moving in their equipment at the present time but still have quite a job of clearing before they can start moving any dirt. Treadwell Construction Company of Redding is the clearing sub-contractor.

They have over 2 million feet of merchantable timber to fall and remove before they can make too much headway. Project Superintendent for Piambo will be Phil Dunn.

Eugene Luhr Company have opened up their quarry and crusher, providing the rock for their Orick Levee job. The 4500 Manitowack is operating two shifts. Project Manager, Merle Kramer, is hoping for some proposed extra work and additions for this project which will extend the Brothers pay-checks a few months longer.

Granite Construction Company is working long hours (no complaints from the Brothers) on their Klamath freeway and townsite fill. We would like to say thanks to "Tap Fausey, Project Manager" (at least this is the title he carries on his hard hat) for his foresight on safety. He has the scrapers coming out of the cut; down the haul road in 1st gear. It is 450 feet to the top of the cut creating a 29% grade. Any incident like a broken hose or blow out could possibly be a fatal accident if safety precautions are not kept in mind at all times.

Hughes & Ladd Big Flat job up on the South Fork of the Smith River have just about completed the dirt work and getting things shaped up for finish grade and surfacing. This has been a good job but some of the Brothers will be glad to get out of them tar hills, as its a fur piece back in from civilization.

Eureka Crabfest!

Kinchloe Is Honor Guest

By RAY COOPER

Nearly three hundred Operating Engineers, their wives and guests were in attendance at the gala evening, Saturday, April 13, 1968, at the Old Moose Lodge in Eureka to make their 7th Annual Dinner Dance another successful event.

This is an annual event sponsored by and for the members, their wives and guests, and affords the opportunity for them to renew old acquaintances and obtain a closed relationship with their fellow brothers.

The cocktail hour began at 6:00 P.M. with dinner served at 7:30 P.M. The main course was the traditional world famous "HUMBOLDT CRAB" along with spaghetti, salad, garlic bread and beer.

A short program was opened with a welcoming address by Ray Cooper, Eureka District Representative, who in turn introduced the guests of honor and other out of town guests. Guests of honor

Speaking of being back in the hills, we have another Forest Service job North East of Gasquet in the Bear Basin Area. This is the job that Crooks Bros. were doing last year and has now been taken over by Ray Kizer Construction Company of Redding. Paul Crooks is Job Superintendent. Extra work has been added to this project so should keep the Brothers going into late fall.

W. E. Baker & W. Jaxon Baker, Inc., from Redding, has the 2.5 miles of 4-lane expressway at Gasquet in Del Norte County. This was a \$1,413,000.00 job and has a time limit of 95 days. Brother Paul Easley is the Super and with his fine crew of twenty Engineers is moving along very rapidly. (All in high gear, too).

Mercer Fraser Company has moved in their crusher and hot plant at Smith River in order to complete their twenty-six miles of resurfacing. They have completed various portions of Highway 101 in Humboldt County and now have various locations in Del Norte County to complete.

Earl Nally is keeping a few Brothers busy on his recently awarded job of re-alignment and box culvert on Westhaven Drive near Trinidad.

Lewis Nickolson picked up a \$100,000.00 job for slough re-alignment at Murry Field Airport in Eureka.

Eureka Crane Service (Bill Smith) and Spike Melohn keeping their equipment busy on slope protection work north of Arcata and other various locations.

Brizard Matthews Cat shops in Eureka and Crescent City are both loaded with work and keeping about 50 Engineers busy. Most of the local shops and plants are keeping fairly busy but could handle more work very easily.

We are still carrying quite a number of men on our out of work list for this time of the year, and most of the jobs are in full swing now. A few more smaller contracts will be let within the next month.

Low bid for construction of the new Yeager Creek Bridge on State

for the evening were Mr. Don Kinchloe, Officer and Treasurer of the Operating Engineers Local Union No. 3 and Mr. Danny O. Dees, Administrator of the Operating Engineers Joint Apprenticeship.

The presentation of the five door prizes followed the program. Brother Ray Viggers held the lucky number to win the 15 gallons of gas donated by Ed Daniels. Mrs. Clarence (Dorothy) Prince won the beautiful floral arrangement donated by Mr. and Mrs. Randy Foster of Dolsons' Florist in Henderson Center.

Steve Wells won the gallon of V.O. and Mrs. Wayne (Barbara) Amos won the magnum of champagne that was donated by Mr. Glen Jarman of the Branding Iron and Vance Log Cabin.

Mrs. Al (Mary) Hansen won the canisters filled with assorted cheeses donated by Mr. and Mrs. C. W. "Tiny" Swanton of the Kings Table Delicatessen.

Out of town guests representing

Sign Route 36 at Carlotta was Townsend and Hipner of Eureka. Work should begin during July on this project. Also on the 10th of July, bids will be opened in Sacramento for the two new freeway overpass structures at the intersection of Giuntoli Lane and Highway 101 north of Arcata and Giuntoli Lane and Highway 299 east of Arcata, once let, this project should start in early August with a good possibility of some badly needed winter work.

Down Southern Humboldt way Hughes & Ladd is working on the Benbow Freeway project on U.S. 101. They had a real problem with subterranean drainage and underground springs, they ended up with a year's extension on time from the state, and the unheralded honor of having dug the deepest "stab trench" in the state.

East of Garberville John Burman & Son Company is just finishing several segments of county road improvements between Garberville-Alderpoint and Bridgeville, this road is used a lot during summer months by sportsmen and tourists on their way to Ruth Dam.

On the coast, Shelter Cove Company is trying to get the finishing touches on underground work done—sewers, water and power—next will come the structures (we hope). Absco Paving Company still has a lot of work at the cove, their hot plant is still set up on the beach, what a location for a hot plant—300 feet from the surf—during the low tides 2 weeks ago you could walk out on the rocks and limit out on abalone with dry shoes, how about that for fringe benefits?

You will notice at the heading of this article that we have a new Business Representative working for you in this area. Brother Phil Durnford is no stranger to the area as he was raised and worked in this area with the exception of the past five years, which he had been working in the Bay area. Phil will be servicing the area south and east of Eureka, and will appreciate your full cooperation as you have always done with us in the past.

Local Union No. 3 included Mr. and Mrs. Don Kinchloe, Special Representative and Treasurer, San Francisco; Mr. and Mrs. Al Hanson, Business Representative, San Rafael; Mr. and Mrs. Gail Bishop, District Representative, Reno, Nevada; Mr. and Mrs. Danny O. Dees, Administrator of the Operating Engineers Apprenticeship, Liesure Town, Walnut Creek; Mr. and Mrs. Jack McManus, Ed. Coordinator of the Operating Engineers Apprenticeship, Walnut Creek; Mr. and Mrs. Clifford Martin and daughter, Sharon. Mr. Martin is the Coordinator for the Operating Engineers Apprenticeship, Redding; Mr. and Mrs. Joe Ames, Executive Board Member, Redding; Mr. and Mrs. Dennis Bartels, Dispatcher, Redding. Other Local No. 3 members from out of town were; Mr. and Mrs. Henry Stobert and Ann Davis from Sacramento, Mr. and Mrs. William G. Bell, Santa Rosa, and Mr. and Mrs. R. Haberman, San Rafael.



WE GET LETTERS

Logan, Utah
April 10, 1968

Mr. Jim Jennings
New Fringe Benefit Center
474 Valencia St.

Dear Sir:

So many fine things are happening for the membership of the operators I have not been able to keep up with them.

I have been retired about a year and a half or two years and I would appreciate it very much if you would inform me of the benefits I am entitled to receive as well as the application for the same.

Mr. Clem and his very able staff are to be highly commended for their diligent work for a better union and more and better conditions for every member of our organization. We are fortunate to have such men and I say "May they serve long."

Many thanks from away down deep.

Yours Respectfully,

ALFRED E. JONES
Social Security No. 528-09-2773
Reg. No. 707331

JOB STEWARDS APPOINTED

Week Ending June 14, 1968

Dist.	Name	Agent
3	Walter J. Brown	A. McNamara
3	Lyle Reinking	A. McNamara
5	Melvin Council	K. Green
5	Richard Phelps	B. Relford
5	J. W. Vineyard	B. Relford
6	Henry P. Aili	D. Farley
6	Kenneth Hodges	D. Farley
6	Kernit Michael	D. Farley
6	Joe Pini	D. Farley
8	Morris Read	D. Carpenter
8	Roy Bell	H. Eppler
8	Norman Collingwood	A. Garofalo
8	Lee Coon	A. Garofalo
8	Odell Hudgins	H. Eppler
8	Charles Scofield	A. Garofalo
8	William D. Springfield	A. Garofalo
8	Albert Swan	A. Garofalo
9	William D. Gray	M. Kraynick
9	Paul Indermuehle	E. Middleton
9	Buster Wade	M. Kraynick

Week Ending June 21, 1968

Dist.	Name	Agent
1	Jack Harris	G. Baker
1	Raymond Ward	G. Baker
1	F. L. Stoney	A. Hope
1	Adam J. Wozniak	A. Hope
1A	Harry Faison	A. Hansen
1A	John Camarero	A. Hansen
1A	L. E. Everett	W. Sprinkle
1A	J. A. Silva	W. Sprinkle
1B	Frank Shinkovich	B. Raney
1B	James Calvin	B. Raney
1B	Tim Atkinson	R. Gerhart
1B	Leroy Margrave	R. Gerhart
1B	Leonard Miller	R. Gerhart
1B	Billy D. Keller	E. R. Bell
1B	Harry G. Fishstrom	B. Gerhart
1B	Roy Sibley	R. Cooper
1B	Kenneth B. Swinnoek	R. Cooper
6	Adam P. Gonzalez	W. Weeks
7	Marvin Seal	L. Barnes
7	Wm. Shaw	L. Barnes
7	Kenneth Wright	L. Austin
8	William R. Borree	A. Dalton
8	Clayton Fassett	A. Dalton
8	Frank Lasswell	A. Dalton
8	Don A. Teach	A. Dalton
10	Marvin Baswell	R. Swanson
10	Hubert Bell	R. Wagon
10	Frank M. Davidson	R. Wagon
10	Ernest W. Dodd	R. Wagon
10	Elmo Pasquicelli	R. Wagon
10	James M. Rose	R. Swanson
10	Eugene Schneider	R. Wagon

Dist. Name Agent

10	Willard Williams	R. Swanson
11	Dale Beach	M. Parker
11	Tom Gallagher	M. Parker
11	Toni White	M. Parker

Week Ending June 21, 1968

2	Melvin Cunha	A. Cellini
2	Winifred DePew	T. Carter
2	Verl B. Doss	G. Jones
2	Lee Dubois	R. Mayfield
2	Claude Early	A. Cellini
2	C. D. Gower	A. Cellini
2	Bruce Hinds	R. Mayfield
2	Rodney Holtwick	A. Cellini
2	Leon Kirby	J. Allgood
2	William C. Krause	T. Carter
2	Maurice I. Lodge	G. Jones
2	Connie Shores	T. Carter
2	Ronald Silva	A. Cellini
3	Edward Boardrow	A. McNamara
3	Bruce Gregory	W. Talbot
3	Charles Langford	W. Talbot
3	Vern Mourer	A. McNamara
3	Wilford Karr	K. Green
5	D. (Buster) McDonald	B. Relford
9	Ralph Haverson	M. Kraynick
9	Charles Krismer	E. Middleton
9	Lovel Walden	M. Kraynick
12	Derl Olsen	I. J. Neeley

Week Ending July 5, 1968

Dist.	Name	Agent
1E	Jose Roque	T. Sapp
1E	Juanito Arnesio	T. Sapp
1E	Florencio S. Marcelino	T. Sapp
4	George Duncan	R. Cooper
4	Ray Wilcox	P. Durnford
4	H. L. Childers	R. Cooper
7	Walter Monk	L. Barnes
7	John T. Withers	L. Austin
10	Ray Kelsay	R. Wagon
10	Ed Perdock	R. Wagon

Week Ending July 5, 1968

Dist.	Name	Agent
2	Gilbert Green	A. Cellini
2	Joseph W. Szygiel	G. Jones
2	Alfons Loz	A. Cellini
3A	C. C. Clark	J. Gentry
9	Don A. Greene	E. Middleton
9	Kenneth Kent	E. Middleton
9	Eugene Keeley	M. Kraynick
9	A. B. Jones	M. Kraynick
12	H. Dennis Ward	W. Lassiter

SAFETY COMMITTEEMEN APPOINTED

Week Ending June 14, 1968

Dist.	Name	Agent
2	Thomas Bailey	A. Cellini
2	Paul R. Crumpton	A. Cellini
2	Robert Cullar	T. Carter
2	Manuel Fernandez	A. Cellini
2	Ronald Garcia	T. Carter
2	Douglas Jojo	A. Cellini
2	Charles Jussy	A. Cellini
3	Vernie Mewhinney	A. McNamara
3	Fred Bishel	B. Relford
3	Robert Hernandez	B. Relford
5	Jim Lahann	K. Green
6	John M. Bay	D. Farley
6	Wilfred Finke	D. Farley
6	Marion Polchi	D. Farley
6	James F. Jimenez	D. Farley
6	Wm. F. Jordan	D. Carpenter
8	Richard Ballenger	A. Garofalo
8	Dave Biondi	A. Dalton
8	Fred Lacert	A. Dalton
8	M. A. McQuerry	A. Garofalo

Week Ending June 28, 1968

Dist.	Name	Agent
1	Bob Clark	G. Baker
1A	Ed Auld	A. Hansen
1A	Alvin Dunn	A. Hansen
1A	C. H. Fitzgerald	W. Sprinkle
1A	Wm. L. Thrower	W. Sprinkle
1B	Eugene Barbettini	R. Gerhart
1B	Delbert C. England	R. Gerhart
1B	Wally Talbot	B. Raney
4	Richard Juetten	R. Cooper
4	Stephen Robich	R. Cooper
5	Edward Gabriel	B. Relford
5	Burton Lavell	K. Green
6	Adrian Hansen	W. Weeks
6	Lowell Porter	W. Weeks
6	Norman R. Wing	W. Weeks
7	Larry Bland	L. Austin
7	W. M. Poole	L. Barnes

Dist. Name Agent

7	Victor Santino	L. Barnes
8	V. J. Ganyo	A. Garofalo
8	Wilfred W. Johnson	H. Eppler
8	Virgil Smith	H. Eppler
10	Robert A. Jehs	B. Wagon
10	Bert Mares	R. Swanson
10	R. D. Maxwell	R. Swanson
10	Doug Reed	R. Swanson
10	S. A. Taylor	R. Wagon
10	Quentin Watson	R. Swanson
10	Joe Wilhite	R. Swanson
10	Joe Williams	R. Wagon

Week Ending June 28, 1968

2	Harry Whitaker	A. Cellini
3	Jack Corbett	W. Talbot
3	Charles Phillips	W. Talbot
12	Ron Monson	I. J. Neeley

Week Ending July 5, 1968

Dist.	Name	Agent
1C	Charles Green	A. Smith
4	Hans Bolt	R. Cooper
4	H. L. Chalmers	R. Cooper
4	Thomas Clary	R. Cooper
4	Harry E. Dillon	R. Cooper
4	J. C. Kinney	P. Durnford
4	Robert Mitchell	R. Cooper
8	Cecil Boyd	H. Eppler
8	George Comstock	A. Garofalo
8	James Grant	A. Garofalo
10	McKinley Knight	R. Wagon
10	Oliver Olsen	R. Swanson
10	C. E. Warren	R. Wagon

Week Ending July 5, 1968

Dist.	Name	Agent
2	Charles Boarts	A. Cellini
2	Ralph Link	R. Mayfield
2	John D. Silva	A. Cellini
2	Lou Vasquez	A. Cellini

Subsistence Areas, Pay Rates Are Defined

continued from page 4

ee and assigned to the piece of equipment to which the absent Employee has been regularly assigned but not for more than one (1) shift, provided the Job Placement Center is notified of the Employee's absence in four (4) hours. The Journeyman Trainee may assist the operator on repair work or grade checks in setting grade for a brief period of time.

B. Supplemental manning.

(1) When an Individual Employer uses Employees covered by this Agreement to operate individually manned pieces of equipment moving earth or like material, and individually manned equipment directly supplemental to equipment moving earth or any combination thereof, the Individual Employer shall employ a Journeyman Trainee in the following instances:

(a) When at least seven (7) Operators are employed on a single shift on a job or project covered by this Agreement which has a yard or shop;

(b) For each seven (7) Operators in addition to seven (7) employed by an Individual Employer on a single shift on a job or project covered by this Agreement which has a yard or shop;

(c) When an Individual Employer has more than one (1) shift on any job or project which has a yard or shop covered by this Agreement and the total number of operators on each separate shift on such job or project is at least seven (7). On a three (3) shift operation, no Journeyman Trainee or Registered Apprentice will be required on the third shift under this section.

(d) For each seven (7) Operators in addition to seven (7) employed on each separate shift on a job or project which has a yard or shop covered by this Agreement. On a three (3) shift operation, no Journeyman Trainee or Registered Apprentice will be required on the third shift under this Section.

(2) Said Individual Employer shall employ a Registered Apprentice or, at his option, a Journeyman Trainee in the following instances:

(a) When an Individual Employer employs a total of more than two (2) but less than seven (7) Operators on a single shift on a job or project covered by this Agreement which has a yard or shop.

(b) When an Individual Employer has more than one (1) shift on any job or project covered by this Agreement which has a yard or shop and the total number of operators on each separate shift on such job or project is greater than two (2) but less than seven (7). On a three (3) shift operation, no Journeyman Trainee or Registered Apprentice is required on the third shift.

(c) The Individual Employer employing a fifth (5th) or sixth (6th) grade Registered Apprentice, subject to the Supplemental Manning provisions, (2) (a) above, may at his option when adding the seventh piece of equipment, retain such fifth (5th) or sixth (6th) grade Registered Apprentice instead of the Journeyman Trainee. Subject to Operator's Priority, Section No. 3. F.

Subject to Section 6B, 3 and 4 in the absence of a yard or shop, Section 6B 1 and 2 above will apply.

(3) When an Individual Employer is servicing jobs or projects out of a permanent or separate yard or shop, the Individual Em-

ployer shall employ a Journeyman Trainee in the following instances:

(a) When an Individual Employer has more than one (1) job or project being serviced out of a permanent or separate yard or shop and when the total number of Operators or a single shift on all such jobs is at least eight (8).

(b) For each eight (8) Operators in addition to eight (8) on a single shift on all such jobs or projects being serviced out of a permanent or separate yard or shop.

(c) When an Individual Employer has more than one (1) shift on any job or project being serviced out of a permanent or separate yard or shop and when the total number of Operators employed on each shift on all jobs or projects is at least eight (8). On a three (3) shift operation, no Journeyman Trainee or Registered Apprentice is required on the third shift under this section.

(d) For each eight (8) Operators in addition to eight (8) employed on each separate shift on all such jobs or projects being serviced out of a permanent or separate yard or shop covered by this Agreement. On a three (3) shift operation no Journeyman Trainee or Registered Apprentice will be required on the third shift under this section.

(4) Said Individual Employer shall employ a Registered Apprentice or, at his option, a Journeyman Trainee in the following instances:

(a) When an Individual Employer employs a total of more than two (2) but less than eight (8) Operators on all single shift jobs or projects being serviced out of a permanent or separate yard or shop.

(b) When an Individual Employer has more than one (1) shift on any job or project being serviced out of a permanent or separate yard or shop and when the total number of Operators employed on each separate shift on all jobs or projects is greater than two (2) but less than eight (8). On a three (3) shift operation, no Journeyman Trainee or Registered Apprentice is required on the third shift under this section.

(c) The Individual Employer employing a fifth (5th) or sixth (6th) grade Registered Apprentice, subject to the Supplemental Manning provisions, Section No. 6, Article 5 (c) (1), may, at his option, when adding the eighth (8th) piece of equipment, retain such fifth (5th) or sixth (6th) grade Registered Apprentice instead of the Journeyman Trainee. Subject to Operator's Priority, Section No. 3. F.

5. Individually manned equipment directly supplemental to individually manned equipment moving earth or like material shall include all individually manned equipment which may be used in support of and in conjunction with equipment or like material moving earth. The following are some, but not all of the types of equipment moving earth and equipment directly supplemental thereto: all tractors (with or without attachments), blades, similar or other leveling devices, loaders (including tracked and rubber-tired), rollers, compactors and all other types of compacting equipment. Finish blades doing fine grading and paving equipment are excluded.

6. For further clarification of these Manning Provisions, refer to Exhibit "A."

B. Miscellaneous manning.

(a) The necessity for the use

of an Employee to give signals to Employees covered by this Agreement shall be determined by the Individual Employer. When used, he shall be an Assistant to Engineer, Journeyman Trainee or Registered Apprentice.

(b) When the number of compressors (excluding compressor house), pumps, welding machines and generators (100 KW), or any combination thereof operated, serviced and maintained or any of them by an Individual Employer exceeds seven (7) on any one (1) job, then an additional Employee shall be employed in accordance with the provisions of Sections No. 3 and 7 of this Agreement.

(c) An Operating Engineer shall maintain and service gasoline or diesel driven welding machines when the welding is being performed by another craft.

In addition to the above, each Journeyman Trainee or Registered Apprentice may service either a single water pump, regardless of capacity, a combination of water pumps with a combined capacity of less than 1000 gallons per minute, or a compressor with a single hose or a single generator or a single welding machine on the job or project on which the equipment to which the Journeyman Trainee or Registered Apprentice is assigned is being operated.

3. Pumps—No change.

4. Field survey work—No change.

C. Warranty—No change.

D. Tools:

1. The Individual Employer shall provide on each job site a secure place where his Heavy Duty Repairman may keep his tools. If all or any part of a Heavy Duty Repairman's kit of working tools is lost by reason of the failure of the Individual Employer to provide such a secure place, or by fire, flood, or theft involving forcible entry while in the secure place designated by the Individual Employer, the Individual Employer shall reimburse such Heavy Duty Repairman for any such loss from a minimum of fifty (\$50.00) dollars to a maximum of seven hundred and fifty (\$750.00) dollars. In order to obtain the benefits of this paragraph, a Heavy Duty Repairman must provide the Individual Employer with an inventory of his tools at the time he commences work and an additional inventory every thirty (30) days.

2. No change.

E. Transportation:

1. No change.

2. When the access to where the work is being performed (at a job or project or within a job or project) is unsuitable, and no parking facilities are provided within a five (5) minute walk from where the Employee's work or . . . is being performed, the Individual Employer shall transport the Employees to and from where the Employee's work or assignment is to be performed and such transporting shall be one-half (½) on the Individual Employer's time and one-half (½) on the Employee's time. Effective June 15, 1969, in the four Bay Counties, parking places or parking facilities will be provided by the Individual Employer for the Employees at no cost to the Employees.

F. No change.

G. No change.

H. Steel Fabricators and Erectors Council Addendum.

Employees working four (4) hours or more in conjunction with crews consisting of at least three

(3) men of whom one (1) shall be a Foreman or Leadman, of the International Association of Bridge, Structural and Ornamental Iron Workers Union, or of the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths and Helpers, or of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, or of the International Brotherhood of Electrical Workers or of the International Brotherhood of Bricklayers, shall receive for the full shift, including overtime, the wage scale and working conditions provided in such Addendum.

2. No change.

3. When Employees perform work covered by this Agreement in conjunction with another craft that receives overtime for any period of time between 8:00 A.M. and 4:30 P.M., Monday through Friday, such Employees shall be compensated on the same basis.

SECTION 8.

DESCRIPTION OF SUBSISTENCE AREAS

A. General area definitions.

Area 1—Free Zone, no subsistence to be paid for any work within this area.

Area 2—Subsistence area, subsistence shall be paid for work within this area as follows:

Effective June 16, 1968. \$ 9.00

Effective Jan. 1, 1969. \$ 9.50

Effective July 1, 1969. \$10.00

1. If all compensable time is spent by any Employee in Area 1, he shall not be paid subsistence.

2. If two (2) or more hours of compensable time (straight or overtime) on any shift are spent by an Employee in Area No. 2 (subsistence zone), he shall be paid subsistence for the entire day.

3. Employees employed in a yard or shop or plant set up in Area 1 to service a Job or project any part of which is in Area 2 shall be paid subsistence if 51% or more of the hours worked or paid for by Employees covered by this Agreement on the job or project are in Area 2.

4. Employees employed in a yard, shop or plant set up in Area No. 1 (a free zone) to service a job or project any part of which is in Area No. 2 (subsistence zone) on which job or project less than 51% of the hours worked by Employees covered by this Agreement are in Area No. 2 (subsistence zone) shall not be paid subsistence unless such Employee works two or more hours, straight or overtime, in any shift on such job or project in Area 2. In which case, he shall be paid subsistence for the entire day.

5. The manhours worked or paid for in Area 1 in the shop, yard, or plant shall not be used in any computation in paragraphs 3 and 4 above.

6. If an Employee is transported by the Employer from a permanent yard or shop located in Area 1 to work in Area No. 2 and transported back to the same permanent yard or shop in Area 1, all on the same day, on the Employer's time, he shall not receive subsistence.

Such payments for subsistence shall be excluded from the wages of the Employee for the purpose of the Fair Labor Standards Act and shall be paid to such Employees by check weekly and identified separately thereon.

Employees employed in a per-

manent yard or shop or plant not set up to service a job or project that is within the subsistence area or employed by an Individual Employer on home building projects (not camps) located within the existing cities and towns within the subsistence area shall not be paid subsistence.

If the Individual Employer maintains, rents, leases, or otherwise contracts out or arranges for a camp in the subsistence area hereinbefore described, the Individual Employer agrees that the charge to the Employees covered by this Agreement for suitable room and board shall not be more than the amount allowed for subsistence.

Subsistence rented equipment—No change.

SECTION 9.

FRINGE BENEFITS

A. Health and Welfare.

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

30 cents per hr. effective 6/15/68

35 cents per hr. effective 7/ 1/68

40 cents per hr. effective 7/ 1/70

B. Pensioned Health and Welfare.

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

02 cents per hr. effective 6/15/68

03 cents per hr. effective 7/ 1/69

C. Pensions.

Each Individual Employer covered by this Agreement shall pay into the Pension Trust Fund for Operating Engineers according to the following schedule:

40 cents per hr. effective 6/15/68

50 cents per hr. effective 1/ 1/69

60 cents per hr. effective 1/ 1/70

65 cents per hr. effective 1/ 1/71

D. Vacation and Holiday Pay Plan.

Each Individual Employer covered by this Agreement shall pay according to the following schedule:

25 cents per hr. effective 6/15/68

30 cents per hr. effective 1/ 1/69

40 cents per hr. effective 1/ 1/70

50 cents per hr. effective 1/ 1/71

E. Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund.

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

05 cents per hr. effective 6/15/68

09 cents per hr. effective 7/ 1/68

14 cents per hr. effective 7/ 1/70

The Individual Employer will continue to make the above payments into the Journeyman and Apprentice Training Fund for Operating Engineers until notified by the Trustees of the "Affirmative Action Training Fund" otherwise.

G. Fringe Option.

05 cents per hr. effective 7/ 1/69

An additional

05 cents per hr. effective 7/ 1/70

H. Delinquencies.

1. It is agreed that insofar as payments by the Individual Em-

see PENALTY page 7

Penalty Payment for Delinquent Employers

continued from page 6

ployer are concerned, the parties recognize and acknowledge that the regular and prompt payment of amounts due each fund by Individual Employer is essential and that it would be extremely difficult, if not impracticable to fix the actual expense and damage to each fund, program and Employee which would result from the failure of an Individual Employer to make the payments in full within the time provided. Therefore, it is agreed that the amount of damage resulting from any such failure shall be by way of liquidated damages and not as a penalty to each such fund the sum of Twenty Dollars (\$20.00) except the Pensioned Operating Engineers Health and Welfare Fund the sum of Ten (\$10.00) Dollars for each failure to pay in full within the time provided or ten per cent (10%) of the amount due and unpaid to each such fund, whichever is the greater, which amount shall become due and payable to each such fund in San Francisco, California, at such place as each such fund has from time to time been determined, upon the day immediately following the date on which the Individual Employer becomes delinquent, and shall be added to and become a part of said amount due and unpaid, and

the whole thereof shall bear interest at the rate of seven per cent (7%) per annum until paid.

2. In addition, if a delinquent Individual Employer agrees to pay his delinquency in installments and fails to make such payments in the amount and at the time and place agreed, it is agreed that the amount of damage to each fund resulting from any such failure shall be by way of liquidated damages and not as a penalty to each such fund, the sum of Twenty Dollars (\$20.00) except the Pensioned Operating Engineers Health & Welfare Fund the sum of Ten Dollars (\$10.00) for each such failure to pay in full within the time provided, or ten per cent (10%) of the amount due and unpaid to each such fund in San Francisco, California at the place and time agreed upon, and shall be added to and become a part of said amount due and unpaid, and the whole thereof shall bear interest at the rate of seven (7%) per annum until paid.

3. If any Individual Employer defaults in the making of such payments and if the Union or the Fund, or both, consults or causes to be consulted legal counsel with respect thereto, or files or causes to be filed any suit or claim with respect thereto, there shall be

added to the obligation of the Employer who is in default all reasonable expenses incurred by the Union or the Fund or both, in the collection of same, including but not limited to, reasonable attorney's fees, court costs and all other reasonable expenses incurred in connection with such suit or claim including any appellate proceedings therein.

1. Security for Payments

Paragraphs 1 through 4—No change.

5. If an Individual Employer fails to deposit a satisfactory bond within the time provided by this Section, or fails to pay the delinquencies in existence prior to the depositing of the bond, it shall not be a violation of this Agreement so long as such delinquency continues, if the Union withdraws the Employees who are subject hereto from the performance of any work for such Individual Employer and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. In the event that any employees of any Individual Employer shall be withdrawn pursuant to any similar clause in any agreement between the Employer and any other labor organization, then the Union may respect such withdrawal, and for the period

thereof, may refuse to perform any work for such Individual Employer, and such refusal for such period shall not be a violation of this Agreement.

6. Any Employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as Employees but no such Employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or refused to perform any work.

SECTION NO. 10—SAFETY

Safe jobs and equipment.

(a) and (b)—No change.

(c) No Employee shall be required to work on, with, or about an unsafe piece of equipment or under an unsafe condition if such equipment or condition is determined to be unsafe by an authorized representative of the Division of Industrial Safety or the authorized safety representative of a Federal awarding agency. Such determination shall be in writing.

(d) No Employee shall be discharged for refusal to work on or about equipment or a condition that has been found to be unsafe by an authorized representative of the Division of Industrial Safety or the authorized safety representative of a Federal awarding agency

and such determination has been reduced to writing. Any Employee discharged for refusal to work under the above conditions shall be made whole by the Employer for lost wages and benefits.

SECTION NO. 11

SETTLEMENT OF DISPUTES

- A. Job Stewards—No change.
- B. Provisions governing right to arbitrate—No change.
- C. No cessation of work—No change.
- D. Jurisdictional disputes—No change.
- E. Additional work or classifications.

Paras. 1 through—No change.

5. The foregoing shall also apply when work under air pressure is undertaken or when nuclear devices, laser beams, or other devices to move earth not specifically covered in Section 7, a, 3 are used, or to be used.

SECTION NO. 12

TERM OF AGREEMENT

Paragraphs A & B—No change.

C. Effective and termination date.

1. Except as herein otherwise provided, the Agreement shall be effective as of the 16th day of June, 1968, and remain in effect until the 15th day of June, 1971.

Pay Hike \$1.40; Fringe Totals 80 Cents

SECTION 7

EMPLOYEE CLASSIFICATIONS AND WAGE RATES

A. Employees covered.

1. On all work covered by this Agreement, when performed, and in all instances in which equipment used in the performance of work covered by this Agreement is operated, regardless of when the work was bid or let, such work shall be performed and such equipment shall be operated by Employees obtained in accordance with Section No. 3 and the Job Placement Regulations, Appendix A, of this Agreement and they and each of them shall be employed in the classifications and at the wage scales as follows, including such additions as may be made in accordance with Section 11, D.

3. EMPLOYEE WAGE RATES BY GROUPS

RATES PER HOUR—Effective Dates					
6-15-68	1-1-69	6-15-69	1-1-70	6-15-70	1-1-71
GROUP NO. 1 (Present Wage \$4.625)					
\$4.83	\$4.99	\$5.19	\$5.35	\$5.55	\$5.75
Brakeman; Fireman; Heavy Duty Repairman Helper; Oiler; Signalman; Switchman; Tar Pot Fireman; all of the above are Assistant to Engineer; Deckhand; Partsman (heavy-duty repair shop parts room).					
GROUP NO. 2 (Present Wage \$4.815)					
\$5.02	\$5.19	\$5.40	\$5.57	\$5.78	\$5.99
Compressor Operator, electrically, diesel or gas powered, etc.; Concrete Mixer (up to and including one yard); Conveyor Belt Operator (tunnel); Fireman Hot Plant; Hydraulic Monitor; Mechanical Conveyor (handling building materials); Mixer Box Operator (concrete plant); Pump Operator; Spreader Boxman (with screeds); Tar Pot Fireman (power agitated).					
GROUP NO. 3 (Present Wage \$4.945)					
\$5.16	\$5.33	\$5.54	\$5.71	\$5.92	\$6.13
Box Operator (bunker); Locomotive (assistant to Engineer required); Motorman; Oiler (Chauffeur's license required); Class A—New; Rodman or Chainman; Ross Carrier (construction jobsite); Rotomist Operator; Screedman (except asphaltic concrete paving); Self-Propelled, Automatically Applied Concrete Curing Machine (on streets, highways, airports and canals); Trenching Machine—Maximum Digging Capacity 3 ft. depth (any assistance in the operation, if needed, shall be performed by an Asst. to Eng.)—New; Tugger Hoist, single drum.					
GROUP NO. 4 (Present Wage \$5.25)					
\$5.4	\$5.66	\$5.89	\$6.07	\$6.30	\$6.53
Ballast Jack Tamper; Ballast Regulator; Ballast Tamper Multi-purpose; Boxman (asphalt plant); Fork Lift or Lumber Stacker (construction jobsite); Line Master;					

RATES PER HOUR—Effective Dates					
6-15-68	1-1-69	6-15-69	1-1-70	6-15-70	1-1-71
Lubrication and Service Engineer (Mobile and Grease Rack); Material Hoist (1 drum); Shuttlecar; Tie Spacer; Towermobile.					

GROUP NO. 5 (Present Wage \$5.375)

\$5.61	\$5.80	\$6.03	\$6.22	\$6.45	\$6.68
Compressor Operator (2 to 7) (electric, diesel, or gas powered)—New; Concrete Mixers (over 1 yard); Concrete Pumps or Pumpcrete Guns; Generators, gasoline, diesel, or electric drive (100 k.w.); Press-Weld (air-operated); Pumps (2 to 7)—New; Welding Machines (gasoline or diesel) (2 to 7)—New.					

GROUP NO. 6 (Present Wage \$5.44)

\$5.68	\$5.87	\$6.11	\$6.30	\$6.54	\$6.78
BLH Lima Road Pactor or similar—New; Boom Truck or Dual Purpose A-Frame Truck; Concrete Batch Plants (wet or dry); Concrete Saws (self-propelled unit) on streets, highways, airports, and canals; Drilling and Boring Machinery, Vertical and Horizontal (not to apply to waterliners, wagon drills or jackhammers) (Asst. to Eng. required)—New; Gradesetter, Grade Checker (mechanical or otherwise)—Upgrade; Highline Cableway Signalman; Locomotives (steam or over 30-ton) Asst. to Eng. required; Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical Burm, Curb and/or Curb and Gutter Machine, Concrete or Asphalt—New; Portable Crushers; Power Jumbo Operator (setting slip forms, etc., in tunnels); Roller; Screedman (Barber-Greene and similar) (asphaltic concrete paving); Self-Propelled Compactor (single engine); Self-Propelled Pipeline Wrapping Machine (Perault, CRC, or similar types); Slip-Form Pumps (power-driven hydraulic lifting device for concrete forms); Small Rubber-Tired Tractors; Surface Heater.					

GROUP NO. 7 (Present Wage \$5.535)

\$5.78	\$5.97	\$6.21	\$6.40	\$6.64	\$6.88
Concrete Conveyor or Concrete Pump, Truck or Equipment mounted (Assistant to Engineer when required) Boom length to apply—New; Concrete Conveyor, Building site (any assistance shall be an Employee covered by this Agreement)—New; Deck Engineers; Dual Drum Mixer (Assistant to Engineer required); Fuller Kenyon Pump and similar types; Instrument Man; Journeyman Trainee; Material Hoist (2 or more drums); Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene and similar) (Screedman required); Mine or Shaft Hoist; Mixermobile; Pavement Breaker with or without Compressor combination;					

RATES PER HOUR—Effective Dates					
6-15-68	1-1-69	6-15-69	1-1-70	6-15-70	1-1-71
Pavement Breaker, Truck Mounted, with Compressor combination (Assistant to Engineer Driver required); Pipe Bending Machine (pipe lines only); Pipe Cleaning Machine (Tractor propelled and supported); Pipe Wrapping Machine (tractor propelled and supported); Refrigeration Plant; Self-Propelled Boom-Type Lifting Device (Assistant to Engineer required, except on 10-ton capacity or less); Self-Propelled Elevating Grade Plane; Slusher Operator; Small Tractor (with boom); Soil Tester; Truck Type Loader.					

GROUP NO. 8 (Present Wage \$5.76)

\$6.01	\$6.21	\$6.46	\$6.66	\$6.91	\$7.16
Armor-Coater (or similar) (Two Operators and One Assistant to Engineer required); Asphalt Plant Engineer; Cast-in-Place Pipe Laying Machine; Combination Slusher and Motor Operator; Concrete Batch Plant (multiple units); Dozer; Heavy-Duty Repairman, and/or Welders; Ken Seal Machine (or similar); Kolman Loader (Assistant to Engineer required on two (2) or more); Loader (up to 2 yards); Mechanical Shield Operator (or similar); Mechanical Trench Shield; Portable Crushing and Screening Plants (Assistant to Engineer required); Push Cat; Rubber Tired Earthmoving Equipment (up to and including 45 cu. yds. "struck" m.r.c., Euclids, T pulls, DW-10, 20, 21 and similar; Tractor drawn Scraper; Self-Propelled Compactor with Dozer; Sheepfoot; Tractor; Trenching Machine (Assistant to Engineer required)—Upgrade; Tri-batch Paver (Assistant to Engineer required); Tunnel Mole Boring Machine Operator (any assistance in the operation, if needed, shall be performed by an Assistant to Engineer); Welder; Woods-Mixer (and other similar Pugmill equipment).					

GROUP NO. 9 (Present Wage \$5.885)

\$6.14	\$6.34	\$6.60	\$6.80	\$7.06	\$7.32
Canal Finger Drain Digger (Assistant to Engineer required) (In addition to the above there shall be one (1) Group 7 Operator); Chicago Boom; Combination Mixer and Compressor (gunite); Combination Slurry Mixer and/or Cleaner; Highline Cableway (5 tons and under); Lull Hi-lift or similar (20 ft. or over); Mucking Machine (Asst. to Engineer when req.); Tractor (with boom) (D-6 or Larger, and similar).					

GROUP NO. 10 (Present Wage \$6.00)

\$6.26	\$6.47	\$6.73	\$6.94	\$7.20	\$7.46
Boom-type Backfilling Machine (Assistant to Engineer required); Bridge Crane; Cary-Lift (or similar); Chemical Grouting Machine (Assistant to Engineer required); Chief of Party; Combination Backhoe and Loader (up to and including ¾ yard) (Assistant to					

continued on page 17

IUE Local Union No. 3 Bylaws

It shall be a duty of a member to become familiar with these By-Laws, the International Constitution and the Working Rules in the specific contract under which he is working.

PREFACE

ORDER OF BUSINESS

(District Meetings)

1. Meeting called to order per ritual.
2. Examination of dues cards by Conductor.
3. Roll call of Officers.
4. (a) Minutes of the previous meeting.
(b) Minutes of the Executive Board.
5. Nominations and elections.
6. Reading of applicants accepted in the District since last meeting.
7. Reading of the receipts for per capita tax and other monies sent to the General Secretary-Treasurer by the Presiding Officer.
8. Reports of sickness, accident and death of members.
9. Reports of (a) Business Representatives
(b) Officers
(c) Delegates and Committees
(d) Treasurer (Quarterly Financial Statement)
10. Unfinished business.
11. New business.
12. Subjects for the good and welfare.
13. Motion or order for adjournment.

(Semi-Annual Meeting)

1. Meeting called to order per ritual.
2. Examination of dues cards by Conductor.
3. Roll call of Officers.
4. Presiding Officer read Receipts from General Secretary-Treasurer.
5. Semi-annual report of Certified Public Accountant.
6. Minutes previous Semi-Annual Meeting.
7. General Report of the Executive Board.
8. Unfinished Business.
9. New Business.
10. Good of the Order.
11. Adjournment.

We, the members of Operating Engineers, Local Union No. 3, of the International Union of Operating Engineers consisting of the parent Local No. 3, and sub-divisions 3-A, 3-B, 3-C, 3-D and 3-E of Northern California, Northern Nevada, the States of Utah and Hawaii and Mid-Pacific Islands, in order to solidify and perfect a more useful and beneficial Union, and to promote the welfare of our membership, do hereby adopt the following By-Laws:

Article I

DECLARATION OF THE OBJECTS, PURPOSES AND PRINCIPLES OF THIS LOCAL UNION

Section 1

The object and purpose of this Local Union is to provide for the general welfare of its members and employees represented by this Local Union and all employees and working men, women and minors insofar as, in the opinion of this Local Union, their general welfare has or may have any effect, direct or indirect, upon the general welfare of the members of this Local Union or the employees represented by this Local Union or both, and

Without in any way limiting the foregoing

(a) To improve the economic conditions of its members, all employees and working men, women and minors by all lawful means and methods.

(b) Through collective bargaining with employers to secure and improve for its members and employees represented by it, and through bargaining with employers to secure and improve for its members, their wages, rates of pay, hours of labor and other conditions of employment.

(c) To advance the standing of this Local Union, its Members, Officers, Local Union Executive Board Members, Local Union Grievance Committee Members, Representatives, Agents, and Employees in the territorial jurisdiction of this Local Union and in the free labor movement by all lawful means including participation in community life and affairs.

(d) To support ideas, causes, programs and policies, and persons subscribing to such ideas, causes, programs and policies insofar as it is lawful so to do, which ideas, causes, programs and policies in the opinion of this Local Union will or may, aid or assist, directly or indirectly, in securing or improving the wages, rates of pay, hours of labor and other conditions of employment of its members all employees and working men, women and minors, the general welfare of its members and the standing of this Local Union.

(e) To provide for the physical and mental needs of its Members and Employees represented by it and their dependents and beneficiaries.

(f) To provide for the education and training of its Members, Officers, Local Union Executive Board Members, Local Union Grievance Committee Members, Representatives, Agents and Employees.

(g) To protect and promote the principle of bargaining with employers.

(h) To protect and promote the rights and aspirations of working men, women and minors, and consumers, and the security and welfare of all of the people by supporting ideas, causes, programs and policies and persons subscribing to such ideas, causes, programs and policies insofar as it is lawful so to do, which ideas, causes, programs and policies in the opinion of this Local Union will or may, aid or assist, directly or indirectly, the protection and promotion of the rights and aspirations of working men, women, and minors, and consumers, and the security and welfare of all people.

(i) To protect and strengthen our democratic institutions.

(j) To protect and preserve this Local Union, and its International Union, as an institution, and in the performance of this Local Union's legal and contractual obligations.

(k) To unite in this Local Union as Members or into other labor organizations as Members or otherwise all working men, women and minors eligible for membership in this Local Union.

(l) To receive, manage, invest, expend or otherwise carry out the purposes and to achieve the objectives set forth in these By-Laws and the International Constitution and for such additional purposes and objects not inconsistent therewith as will further the interests of this organization and its members, directly or indirectly.

Section 2

In order that this Local Union and its Members may achieve its objects and purposes, we the Members of this Local Union adopt the following principles:

(a) Whatever right belongs to one Member, belongs to all Members alike so long as they remain in good standing in this Local Union, except as otherwise provided for in the International Constitution, and the By-Laws of this Local Union.

(b) To regulate ourselves and the affairs of our Local Union so that it may reflect honor and dignity on each of us, and in support thereof, to attend all district and general meetings.

(c) Every Member has the right to receive just and fair remuneration for his services so that he may have sufficient time for mental and physical relaxation.

(d) To more closely cement the interests and relationship of the Members of Operating Engineers, parent Local No. 3 and its sub-divisions, the International Union and its subordinate bodies.

(e) By all just means to earn the respect of and to promote harmonious relations with our Employers, by exercising due care and diligence in the performance of our duties.

(f) To encourage all Members and their families and all working men and women to actively participate in the political life of their respective communities, and to register and vote.

(g) To assist organized labor in every lawful way in the achievement of all of its legitimate objectives.

Section 3

Since it is recognized that the special problems with which this Local Union is now and has for many years been accustomed to deal and the functions which this Local Union now and for many years has been accustomed to exercise are not limited to organizing and collective or other bargaining but encompasses a broad spectrum of economic and social objectives, purposes and principles, some of which have been set forth in the sub-paragraphs of Section 1. and 2. of this Article and others which this Local Union may from time to time determine, we the Members of this Local Union declare and assert that the participation of this Local Union, its Members, Officers, Local Union Executive Board Members, Local Union Grievance Committee Members, Representatives, Agents and Employees, under its direction or at its request individually or in concert with other organizations in the pursuit and attainment of the objects, purposes and principles of this Local Union and the expenditure of any of its funds for such purposes or in these By-Laws authorized are and each of them is for the sole benefit of this Local Union.

Section 4

The objects, purposes and principles stated in each clause shall, except where otherwise expressed, be in no wise limited or restricted by reference to or inference from the terms or provisions of any other clause but shall be regarded as separate objects, purposes and principles.

Article II

NAMES, JURISDICTION AND DISTRICTS

Section 1

This Union shall be known as Operating Engineers Local Union No. 3, and shall consist of the parent Local No. 3 and its sub-divisions and shall operate under the district form of government.

Effective as of the date that the Local Union is granted a Registered Apprentice Engineer Charter, the membership of all members of Local 3-A who on that date meet the definition of Registered Apprentice Engineer as set out in the International Constitution shall automatically be transferred to the Registered Apprentice Engineer sub-division.

As a result: the reference to Local 3-A in Article XII (B) Nomination, Section 1 (f) shall thereafter instead refer to the Registered Apprentice Engineer sub-division, and not to Local 3-A as then constituted; the words "Registered Apprentice Engi-

neer" shall be inserted after "sub-division" and before "3-A" in the final paragraph of the Preface; and after "sub-division" and before "B" in Article XIII, Section 1 (b) "A" shall be inserted.

The eligibility and continued membership of a Registered Apprentice Engineer shall be as provided in the International Constitution.

The initiation fee and dues of the Registered Apprentice Engineer sub-division shall be identical with sub-division 3-A.

The territorial jurisdiction shall be that jurisdiction granted by the International Union of Operating Engineers, inscribed on the charter as issued or as subsequently amended by the International Union of Operating Engineers, and shall be divided into twelve (12) districts as evidenced by a map posted in each district office and described as follows:

San Francisco-Hawaii	District No. 1
Oakland	District No. 2
Stockton	District No. 3
Eureka	District No. 4
Fresno	District No. 5
Yuba City-Marysville-Oroville	District No. 6
Redding	District No. 7
Sacramento	District No. 8
San Jose-Salinas	District No. 9
Santa Rosa-Ukiah	District No. 10
Nevada	District No. 11
Utah	District No. 12

(See Appendix A)

The membership at a semi-annual meeting are authorized to define the boundaries of districts, to create new districts pursuant to the recommendation of the Local Union Executive Board.

Article III DUTIES OF MEMBERS

Section 1

In addition to the duties required by the Constitution and Ritual, every Member will be required:

(a) To conform to and abide by the hours, wages and conditions of employment provided for in agreements negotiated by this Local Union.

(b) No Member may enter into an individual or personal contract or agreement with his Employer, which serves to lower the wages, hours or conditions of employment negotiated by this Local Union.

(c) No Member shall engage in conduct discreditable to this Local Union.

(d) No Member shall fail to observe and follow non-discriminatory procedures and regulations governing employment, transfer and lay-off.

(e) No Member shall be intoxicated on the job, or in or about an employment office of the Local Union or at a District or Local Union meeting.

(f) No Member shall willfully damage machinery or equipment.

(g) No Member shall leave a job without giving due notification to his Employer and the Local Union.

(h) No Member shall leave equipment while in operation during working hours without being properly relieved.

(i) No Member shall discuss Union affairs or publicize Union affairs outside the Members of the Local Union.

(j) No Member shall refuse to comply with the lawful orders of the Local Union.

(k) No Member shall accept employment contrary to non-discriminatory hiring procedures and regulations.

(l) No Member shall refuse to show his dues book, card, receipts or job dispatch slip when requested to do so by a Representative or Job Steward.

(m) No Member shall fail to report to the Local Union known violations of contract.

(n) Each Member shall become familiar with the Constitution and By-Laws and the Working Rules in the specific contract under which he is working.

(o) All Members shall wear their Local 3 button in plain sight, while performing work as an engineer. No Member shall give away or lend such button.

(p) All Members shall comply with all safety rules and regulations governing the operation of any particular job on which they are working.

(q) Each Member shall keep an accurate record of time worked and wages earned and received.

(r) No Member shall fail to make a claim for shortages in wages, overtime, subsistence and travel time within ten (10) days after payday.

(s) A Member shall get a dispatch slip before reporting to work as a foreman or shifter and observe all of the provisions of the applicable collective bargaining agreement.

(t) Members acting in a supervisory capacity should at all times be aware of their obligation to their fellow members.

Members found guilty of violating any of the foregoing duties will be subject to discipline in accordance with the applicable procedures of the International Constitution and these By-Laws.

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Section 2

Any Member who shall be found guilty of having belonged to, or of belonging to, the Communist Party or who shall subscribe to the principles of Communism or similar doctrines, or who shall engage in, advocate, approve or support the use of subversive tactics, force or violence, radicalism or disruption, revolutionary or similar means designed or used to overthrow, destroy, nullify or otherwise render ineffectual the established order of the Government or this Local Union or its International Union, shall forthwith be expelled from membership or otherwise disciplined as the circumstances may require.

Section 3

All Members, Officers, Local Union Executive Board Members, Local Union Grievance Committee Members, Representatives, Agents and Employees of this Local Union shall comply with and conform to the AFL-CIO Codes of Ethical Practice.

Section 4

Members shall immediately notify the Recording-Corresponding Secretary of any change in their current address.

Section 5

Every member by virtue of his membership authorizes this Union to act as his exclusive bargaining representative with full and exclusive power to execute agreements with his employer governing terms and conditions of employment and to act for him and have final authority in presenting processing and adjusting any grievance, difficulty or dispute arising under any collective bargaining or other agreement or out of his employment with such employer, in such manner as the Union through its Business Manager deems to be in the best interests of the Union. The Union through its Business Manager may decline to process any such grievance, complaint, difficulty or dispute, if in his judgment, such grievance, complaint or dispute lacks merit. In the event the Business Manager should so decline the member may appeal such decision to the Local Union Executive Board whose decision shall be final.

Article IV

REQUIREMENTS FOR MEMBERSHIP

The requirements for membership are:

1. Each person desiring membership shall apply therefor by completing and signing the form of application adopted by this Local Union for such purpose, and shall pay the initiation fee, the applicable Local Funds payment, and his applicable current dues, as set out in Article V and VI respectively.
2. Election to membership by a majority vote of the Local Union Executive Board.
3. The mailing of a written notice that he has been elected a member addressed to him at his address as shown on the records of this Local Union.

Article V

INITIATION FEE

Section 1

The initiation fee of each applicant for membership in the Parent Local and all Sub-divisions except Subdivision D shall be:

Parent Local	\$200.00 plus \$40.00 Int'l Tax
Sub-division A	150.00 plus 30.00 Int'l Tax
Sub-division B	175.00 plus 35.00 Int'l Tax
Sub-division C	150.00 plus 30.00 Int'l Tax
Sub-division E	150.00 plus 30.00 Int'l Tax

The initiation fee of each applicant for membership in Sub-division D shall be \$25.00 plus \$5.00 International Tax.

Section 2

The Local Funds payment shall be as follows:

- (a) California Parent Local and Sub-divisions A, B, C and E: \$50.00
- (b) Nevada, Utah, State of Hawaii and Mid-Pacific Islands, and Local 3D: \$10.00
- (c) Effective January 1, 1966, Parent Local and Sub-divisions A, B, C, and E in the State of Hawaii and the Mid-Pacific Islands: \$50.00

Section 3

The Local Funds payments shall be deposited in the General Fund and distributed as follows:

- \$9.00 to the Burial Expense Fund
- 1.00 to the Good Standing Fund
- The balance to the Defense Fund

Section 4

(a) When a Member transfers from one area to another area, he shall pay the difference, if any, between the Local Fund payment applicable to, or previously paid by him (whichever is the greater) before the transfer and that applicable after the transfer, and his applicable current dues.

(b) When a Member transfers from one sub-division into another sub-division or into the Parent Local he shall pay the applicable current dues, the difference in the applicable initiation fee and International Tax, and the difference, if any, in the applicable Local Fund payments.

Section 5

A traveling member of the International Union of Operating Engineers who for reasons of his own does not desire to transfer into the Parent Local or any of its sub-divisions and who is eligible so to transfer shall pay travel Service Dues.

Section 6

Applicant's Service Dues and Travel Service Dues shall be payable at the time and in the amount set by the International Constitution.

Section 7

Subject to the approval of the General President in any specific organizing campaign the Executive Board shall have the authority, subject to the provisions of the International Constitution, to waive the Applicant Service Dues or to set a lower initiation fee or both if in their opinion it is necessary, proper or advisable under the circumstances to secure or attain the objects, purposes and principles or any of them of this Local Union.

Section 8

A member of the Parent Local or any of its sub-divisions depositing a withdrawal card shall pay the applicable International Tax, the Local Fund payment, and his applicable current dues.

A member of the Parent Local or any of its sub-divisions depositing a service withdrawal card within ninety (90) days from the date of his discharge shall pay his applicable current dues and the International Tax, if any.

Section 9

When a Member who was originally initiated into membership in this Local Union transfers out, and thereafter deposits his transfer card, he shall pay only the applicable International Tax and his applicable current dues.

Article VI DUES

Section 1

Dues in Local Union No. 3 and Sub-divisions A, B, C, and E, shall be due and payable quarterly, i.e., on January 1, April 1, July 1 and October 1.

Dues in Sub-division D shall be due and payable on the first day of each calendar month.

Section 2

The standard schedule of dues shall be as follows, effective October 1, 1964:

STANDARD DUES

A. California and Nevada	
Parent Local	\$24.00 per quarter
Sub-divisions A, B, C and E	21.00 per quarter
Sub-division D	6.00 per month
B. Utah	
Parent Local	\$21.00 per quarter
Sub-divisions A, B, C and E	18.00 per quarter
Sub-division D	5.00 per month
C. Hawaii and Mid-Pacific Islands	
Parent Local	\$20.00 per quarter
Sub-divisions A, B, C and E	17.00 per quarter
Sub-division D	5.00 per month

(1) Effective July 1, 1965, the quarterly and monthly rate dues in the above schedules shall be increased by \$1.00 per month.

(2) Subject to Section 3 of this Article, effective October 1, 1966, if the "total wage package" in the Master Agreement covering construction in Northern California has been increased by \$1.00 per day, the quarterly dues rate in the Parent Local and in Sub-division A, B, C, and E shall be automatically increased by fifty cents (50¢) per month.

(a) "Total wage package" means the hourly rate, plus health and welfare, pension, pay-in lieu of vacation (or vacation), and pensioner's health and welfare payments, for a straight time shift. The hourly rate used shall be the average of the top four (4) Group Wage Classifications.

(b) The rates compared to determine the amount of increase in the "total wage package" shall be those in effect on June 1, 1965, with those in effect the day before the mid-year increase in 1966.

(c) For each \$1.00 that the increase in the "total wage package" exceeds \$1.00 per day, the automatic increase in the quarterly rate of dues shall be increased by fifty cents (50¢) per month.

(d) If the 1966 "total wage package" has not increased by at least \$1.00 per day, then there shall be no increase in the quarterly rate of dues in 1966, and the comparison with 1965 shall be made on the same date in 1967 to determine whether the dues rates should automatically increase in that year.

(e) The amount by which an increase in the "total wage package" exceeds (or falls short of) an even dollar amount shall not be counted in the base year when the comparison with a subsequent year is made, until and unless — having cumulated to an even dollar amount — it has resulted in an automatic increase in the dues rate.

(3) Similarly (and also subject to Section 3 of this Article), the quarterly rate of dues in the Parent Local and in Sub-divisions A, B, C and E in Nevada, Utah, Hawaii and the Mid-Pacific Islands, shall be automatically increased by fifty cents (50¢) per month effective October 1, 1966, if the "total wage package" in the area involved has been increased by \$1.00 per day. The dates used for the comparison of the rates shall be the day before the 1965 mid-year increase and the day before the mid-year increase in 1966.

(4) Subject to Section 3 of this Article, there shall be an automatic increase in the dues rates in 1967 and each year thereafter if the "total wage package" by comparison with the year dues were last increased has increased, the amount thereof in accordance with the \$1.00 per day increase in the "total wage package" which results in an auto-

matic fifty cents (50¢) increase in the monthly rate of dues schedule.

(5) Local 3D:

In October of 1966 and subsequent years there shall be an automatic increase of fifty (50) cents in the monthly rate of dues in each Local 3D bargaining unit in which the "total wage package" at mid-year has increased by \$1.00 per day. The hourly rate used for this comparison shall be the average of the four (4) top classifications in the bargaining unit, all other definitions for this purpose being the same as set forth above for the Parent Local and Sub-divisions A, B, C, and E.

In Local 3D bargaining units in which the Executive Board has established, or may establish, a lower dues rate than those set forth in Section 2 of this Article, the dues for October of 1964 prior to this amendment shall be decreased by \$6.00, and that rate shall be in effect until July 1, 1965, when it shall be increased by \$1.00 per month, subject to Article IX, Section 4 of these By-Laws. Automatic dues increases thereafter in such bargaining units shall be in accordance with the bargaining unit determination set forth above for Local 3D generally.

Section 3

Prior to the semi-annual meeting in July, 1966, and each year thereafter, the Executive Board shall review the financial condition and requirements of the Local Union, and shall make report thereon to the semi-annual meeting. If the Executive Board recommends that an automatic increase in dues as provided above should be suspended for a temporary period, in whole or in part, such recommendation shall be referred to the semi-annual meeting for adoption, and the matter shall be determined accordingly.

Section 4

All dues shall be deposited in the General Fund and distributed as follows:

(a) The Parent Local Union and Sub-divisions A, B, C and E

(1) \$1.50 shall be distributed to Local Union No. 3 Burial Expense Fund, and

(2) \$.25 shall be distributed to Local Union No. 3 Good Standing Fund, and

(3) \$1.50 shall be distributed to the Defense Fund

(4) Effective July 1, 1965, thirty cents (30¢) shall be distributed to the Hardship, Strike and Lock-out Fund.

From time to time when it appears to the Local Union Executive Board that there is sufficient money in the Defense Fund to insure meeting the obligations of the Defense Fund and the prompt and proper compensation of pickets, the Local Union Executive Board may direct that one-half (½) of the amount hereinabove allocated to the Defense Fund be allocated to the General Fund of the Local Union, and that when it appears to the Local Union Executive Board that in order to meet the obligations of the Defense Fund, including the prompt and proper compensation of pickets, the Defense Fund should be increased, the Local Union Executive Board may direct that the one-half previously allocated by them to the General Fund be re-allocated to the Defense Fund.

(b) Sub-division D

(1) \$.50 shall be distributed to Local Union No. 3 Burial Expense Fund, and

(2) \$.05 shall be distributed to Local Union No. 3 Good Standing Fund.

(3) Effective July 1, 1965, \$.10 shall be distributed to the Hardship, Strike and Lock-out Fund.

Section 5

A Member who is sixty (60) days delinquent in the payment of his dues shall by action of Local Union be suspended as of the sixty-first (61st) day unless on or before the fifteenth (15th) day of the third calendar month of such delinquency he shall have paid his arrearage in full.

Section 6

A member who has been suspended for dues delinquency shall be required to pay a reinstatement fee in accordance with the following schedule:

(a) Parent Local and Sub-divisions A, B, C and E	
International Reinstatement Fee	\$ 5.00
Local Fund Payment	15.00

Plus an amount equal to the dues that would have been applicable to him during the period since the end of the period for which he was last in good standing through the end of the quarter of his reinstatement.

(b) Sub-division D

International Reinstatement Fee	\$ 5.00
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Plus an amount equal to the dues that would have been applicable to him during the period since the end of the period for which he was last in good standing through the end of the month of his reinstatement.

Section 7

The Local Fund payment on the reinstatement fee shall be deposited in the General Fund and distributed as follows:

- \$ 4.00 to the Burial Expense Fund
- 1.00 to the Good Standing Fund
- 10.00 to the Defense Fund

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Section 8

The approval of the Local Union Executive Board having been obtained, a Member who has been a member for five (5) years next preceding his application for reduced dues and who has reached the age of 65 years or more and who has retired or who is receiving a pension by reason of a Collective Bargaining Agreement with this Local Union shall pay as dues, \$9.00 per quarter. In hardship cases resulting from sickness or accident, the Local Union Executive Board shall have the power to grant the same privilege to Members who have not reached the age of 65 years.

Section 9

This Article and any part thereof may be amended by a secret ballot vote taken at a semi-annual meeting as a special order of business, or at a specially called District meeting, in each District in any quarter, upon written notice to the membership in each District deposited in the mail, postage prepaid, at least 15 days prior to the date of the District Meeting at which such vote is to be taken in a District. For the purpose of this Section a Member's District is that in which his address as shown on the records of this Local Union is located ten (10) days prior to the day on which the notices are mailed. A majority of all votes cast at a semi-annual meeting or in all Districts in any one quarter, as the case may be, shall determine whether the amendment is adopted or rejected.

Section 10

The provisions of this Article, as amended, shall be effective October 1, 1964, with respect to all Members, provided that:

(a) A Member who on or before August 15, 1964 paid his dues through, or beyond October 31, 1964, shall not be required to pay dues at the rate established under the above amendment until July 1, 1965, or until the expiration of the dues period for which he made advance payment, whichever is the earlier.

(b) A Member who prior to the 1964 amendment of this Article paid his dues in advance of the period ending June 30, 1965, shall receive a credit toward his dues obligations after that date in the amount of the dues he paid in advance.

(c) A Member who before December 31, 1965, (or December 31st of any year thereafter) pays his dues for the entire forthcoming year at the rate in effect on that date, shall not be required to pay any additional dues for that year (except as may be required because of his reclassification or area transfer).

Article VII

OFFICERS

Section 1

The Constitutional Officers of this Local Union shall consist of a President, Vice-President, Recording-Corresponding Secretary, Financial Secretary, Treasurer, three Trustees and Business Manager, and in addition there shall be three Auditors, Conductor and Guard. No Member may hold the offices of Financial Secretary and Treasurer at the same time.

Section 2

The term of all Officers shall be for a period of three years.

Section 3

A vacancy in any Office shall be filled by appointment for the unexpired term thereof by the vote of a majority of the following Officers, viz: President, Vice-President, Recording-Corresponding Secretary, Financial Secretary, Treasurer and Business Manager. In the event those Officers shall fail to fill said vacancy within thirty (30) days after the same shall occur, then said office shall be filled by secret ballot vote of the majority of the membership in good standing present at the next regular semi-annual meeting of the Local Union following the expiration of said thirty (30) days.

Section 4

The President and Recording-Corresponding Secretary shall be paid as full-time Officers and shall be paid an amount not less than that paid to the highest paid Business Representative. The Local Union Executive Board shall set the salaries of all other Officers, provided that the Business Manager's salary shall be not less than twenty-five (25) per cent a year more than the highest paid District or Business Representative.

Section 5

The duties of the Constitutional Officers, other than the Business Manager, and in addition the Auditors, Conductor and Guard shall be as provided in the International Constitution, except that the President shall be a delegate to State, Interstate and Provincial Organizations to which the Local Union is entitled to send a delegate, and is a delegate to any International Convention held during his term of office.

Article VIII

BUSINESS MANAGER

Section 1

There shall be a Business Manager, who is a Constitutional Officer.

Section 2

It shall be the duty of the Business Manager to direct and conduct all of the business and affairs of this Local Union and its sub-divisions to secure and achieve the objects, purposes and principles of this Local Union within the limits of the policy set by the membership at its regular semi-annual membership meeting, and by the Local Union Executive Board between meetings.

Section 3

Specifically but not in limitation of his general powers and duties:

(a) The Business Manager shall direct, for this Local Union, the negotiation of all agreements with an employer and shall enforce each such agreement fully through his staff.

(b) He shall employ all Representatives, agents and assistants in accordance with the International Constitution, and office and other employees, who shall be directly responsible to him. He shall set all salaries of District and Business Representatives and employees with the advice and consent of the Local Union Executive Board.

(c) He shall employ such legal counsel, certified public accountants and other technical personnel as he may deem necessary or advisable, with the advice and consent of the Local Union Executive Board, unless otherwise provided by law or prohibited by the International Constitution.

(d) He shall have the power to appoint, or remove, with the advice and consent of the Local Union Executive Board, Delegates to the various Councils, Delegates or Representatives to various organizations to which this Local Union is entitled to send Delegates or on or in which it is entitled to representation, Trustees of all Trusts whose Trustee Agreement authorizes this Local Union to name or appoint Trustees.

(e) When in the judgment of the Business Manager it shall be necessary, proper, advisable or desirable to protect, preserve, secure or advance the interests, objects, purposes and principles or any of them of this Local Union.

(i) He is authorized on behalf of this Local Union to initiate legal or administrative proceedings, actions or suits and to defend this Local Union in any legal (civil or criminal) or administrative proceedings, actions or suits which in his judgment may be necessary, proper or desirable to protect, preserve, secure or advance the interest, purposes, objects and principles of this Local Union.

(ii) He is further authorized on behalf of this Local Union to defend its Officers, Local Union Executive Board and its Members, each Grievance Committee and its Members, Job Stewards, Representatives, Agents and Employees in any legal (civil or criminal) or Administrative proceeding, action or suit in which any of them are named as a party by reason of any act or thing done or which it is claimed any of them failed to do arising out of or in the course of their duties or employment as an Officer, Local Union Executive Board or its Members, Grievance Committee or its Members, Job Steward, Representative, Agent or Employee.

(iii) He is further authorized on behalf of this Local Union with the advice and consent of the Local Union Executive Board to compromise, and settle any such legal (civil) or Administrative proceeding, action or suit hereinabove referred to and to pay out of the funds of this Local Union all or any part of such compromise or settlement and any judgment or decree.

(f) He shall attend all Regular Semi-annual Meetings of the Local Union and such District Meetings as he is able to attend.

(g) He shall be a Delegate to and attend all conventions, including State, Interstate and Provincial Organizations to which the Local Union is entitled to send delegates, and is a delegate to any International Convention held during his term of office.

(h) He shall be a member of all Board of Trustees on which the Local Union is entitled to representation.

(i) He shall incur such expense as may be necessary, proper or advisable in the carrying out of his duties and shall cause all salaries and other current expenses to be paid.

(j) He shall insofar as in his opinion it is necessary or advisable set the allowances and approve or authorize the incurrence of expense of and by all District and Business Representatives, agents and other employees of the Local Union and shall be authorized to grant to such persons time off for personal leave, holidays or sick leave.

(k) He is authorized to trade, exchange, purchase, sell or lease automobiles and other equipment and to arrange financing therefor and to maintain and repair the same. All documents involved shall be executed by the Recording-Corresponding Secretary. He is further authorized to maintain and repair real property owned by this Local Union.

(l) With the advice and consent of the Local Union Executive Board, he shall purchase such policies of insurance as in his judgment are necessary, proper or advisable.

(m) He shall do and perform all acts, whether or not expressly authorized herein, which he deems necessary, advisable or proper for the protection of the property of this Local Union and for the benefit of this Local Union and its Members.

(n) He shall at all times consult with the Officers of the Local Union and Members of the Local Union Executive Board, and seek other advice and

assistance between meetings of the Local Union Executive Board, when necessary or advisable.

(o) He may in all instances act directly or through a Deputy appointed by him.

(p) All of his acts shall be reviewable by the Executive Board of this Local Union at its next subsequent regular meeting, or at any specially called meeting for that purpose, and may by majority vote be revoked, not retrospectively but prospectively.

Article IX

EXECUTIVE BOARD

Section 1

This Local Union shall establish an Executive Board which shall be known as the Local Union Executive Board, composed of its President, Vice-President, Recording - Corresponding Secretary, Financial Secretary, Treasurer, Business Manager, and one Member from each District who is not a Constitutional Officer, or on the full-time payroll of the Local Union, who shall be known as a District Member. A quorum to conduct business shall consist of a majority of the Board Members.

Section 2

(a) The term of all District Members shall be for a period of three (3) years.

(b) A vacancy in any position of District Member shall be filled by appointment until the next regular quarterly meeting of the District involved by the vote of a majority of the following Officers, viz: President, Vice-President, Recording-Corresponding Secretary, Financial Secretary, Treasurer and Business Manager. The position of District Member shall be filled for the unexpired term by secret ballot vote of the majority of the membership in the District in good standing present at the next quarterly meeting of the District following the existence of the vacancy, written notice of such meeting to the membership in the District shall be given by depositing the same in the mail, postage prepaid at least 15 days prior to the date of such meeting. For the purposes of this section, a Member's District is that in which his address, as shown on the records of this Local Union, is located ten (10) days prior to the day on which the notices are mailed.

Section 3

The Executive Board shall be the policy-forming tribunal of the Local Union.

Section 4

All of the rights and powers that may be exercised by the Members at a regular semi-annual meeting of the Local Union when such regular semi-annual meeting is in session shall, when the same is not in session, pass to and are vested in the Local Union Executive Board. All acts of the Local Union Executive Board shall be reviewable by the Members of this Local Union at the next subsequent Regular Membership meeting of this Local Union and may by majority vote of the Members present be revoked, not retrospectively but prospectively.

In any specific organizing campaign the Executive Board shall have the authority, subject to the provisions of the International Constitution, to waive the Service Dues, to set a lower initiation fee, to set a lower Local Fund payment, to set a lower Reinstatement Fee, and to reduce the dues (or any of them) if in their opinion it is necessary, proper or advisable under the circumstances to secure or attain the objects, purposes and principles (or any of them) of this Local Union.

Section 5

The District Representative shall attend all meetings of the Local Union Executive Board unless excused, and shall advise the Local Union Executive Board with respect to all matters coming before the Board.

Section 6

The Local Union Executive Board shall be charged with the responsibility of supervising all sub-divisions.

Section 7

The Local Union Executive Board shall meet as often as necessary, but not less than once each month, and at the call of the President, or on written request of a majority of the Executive Board. The Local Union Executive Board must meet not less than two (2) weeks and not more than three (3) weeks prior to the Regular Semi-annual Meeting.

Section 8

Funds of the Local Union declared surplus by the Local Union Executive Board shall be invested by the Treasurer only in obligations of the United States Government and State Government and Public Utility Bonds approved by the Executive Board.

Article X

GRIEVANCE COMMITTEES

Section 1—District Grievance Committee

(a) There shall be a Grievance Committee in each District. It shall consist of five (5) Members — one (1) District Executive Board Member, one (1) District Representative, and three (3) Delegates, who shall be registered voters in the District, elected by the Members.

(b) The District Executive Board Member shall

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be chairman. The District Representative shall be secretary. He shall keep a detailed account of the activities of the Committee and furnish the Business Manager and Recording-Corresponding Secretary a copy of the minutes of all meetings within three (3) days following the meeting. All Members of the Committee shall be given a copy of the minutes.

Section 2

The Grievance Committee shall meet at least one (1) evening each week, from 7:00 P.M. to at least 8:00 P.M., in the Local Union Office in the District in which they reside, or, in case of emergencies, upon the call of the District Representative.

Section 3

All complaints and grievances before being brought on the floor of the Local Union shall be presented first to the District Representative; second, to the District Grievance Committee; third to the Business Manager; fourth to the Local Union Executive Board; fifth, to the Regular District Meeting in which the grievance is filed, and sixth, to the Regular Semi-annual Meeting of the Local Union.

If the complaint or grievance has not been settled satisfactorily in the first four grievance steps provided herein within the sixty (60) day period following the date first presented to the District Representative, it may thereafter be taken by the Member or Members to the next Regular Quarterly District meeting in the District in which the complaint or grievance is filed, and, if not then settled, to the next Regular Semi-annual Meeting of the Local Union.

Section 4

No Member shall be eligible for election, be elected or hold the position of Grievance Committee Delegate: (a) unless he is a Member in good standing in the parent Local Union and a registered voter in the District in which he is a candidate when nominated; (b) unless he was continuously a Member of the parent Local Union for not less than two years next preceding his nomination; (c) if he is an Officer of, or is on the full-time payroll of the Local Union; and (d) if he is an owner-operator or a contractor.

No Member shall be nominated unless he is present at the meeting, or unless he has filed with the Recording-Corresponding Secretary a statement in writing, signed by him, to the effect that he is eligible to be a Grievance Committee Delegate and will accept the nomination if nominated.

Section 5—Rules of Order

(a) At the hour appointed, if a quorum be present the Chairman shall call the meeting to order and preside.

(b) Three (3) Members of the Grievance Committee shall constitute a quorum.

(c) The proceedings of this Committee shall be governed by the Constitution of the International Union of Operating Engineers.

Section 6

The Grievance Committee shall process the grievances of any Member who is desirous of appearing before them and who files his grievance within ten (10) days of the occurrence of the grievance, and report their findings and recommendations in their minutes.

Section 7

The Grievance Committee shall work in conjunction with the District Representative and the Members in the District to further the cause of organized labor, and, more specifically, the Operating Engineers, and the objects, purposes and principles of this Local Union.

Section 8

Any rules not herein set forth shall be established by the Local Union Executive Board.

Section 9

(a) Any Delegate to the Grievance Committee absenting himself for four (4) consecutive meetings without an excuse satisfactory to the Committee shall be replaced.

(b) Replacement of Grievance Committee Delegates shall be done by appointment of the President until the following District meeting in that District, when an election for the replacement shall be held.

Section 10

The term of office for the three (3) Delegates of the Grievance Committee shall be for one (1) year, and the election shall take place at the first District Meeting of the year in each respective District.

Section 11

Any Member against whom a grievance is filed shall be requested in writing to appear before the Grievance Committee. The request to appear shall state the alleged grievance, and the Member shall be entitled to have witnesses to appear in his behalf.

Section 12

When a grievance is filed, the Member filing the grievance shall be present at the office when the Grievance Committee hears the grievance.

Article XI JOB STEWARD

Section 1

When, as and if the Business Manager determines that a Job Steward is, or Job Stewards are, necessary or advisable on a job or project, such Job Steward or Stewards shall be appointed by the District Grievance Committee, subject to the approval of the Business Manager or his authorized

deputy. The Business Manager shall give consideration to requests of the membership for the appointment of Stewards.

Section 2

A Job Steward shall be a registered voter within the territorial jurisdiction of the Local Union, as evidenced by current and continuing valid registration, and a Member of the Union for five (5) years next preceding his appointment, if possible.

Section 3—Authority

(a) The Job Steward's duties, functions and responsibilities are limited to receiving complaints from the Members; checking the job for violations of agreement, health and safety; investigating and reporting to the appropriate Business Representative.

(b) The Job Steward has no authority to seek adjustment of violations of the agreement or of the International Constitution or of these By-Laws, nor shall he purport to have the authority or be deemed to have the authority, nor shall he act to cause or attempt to cause, in any fashion whatsoever, any person, whether employee, supervisor or employer, to take any action, or any person to cease from any action in violation of, or in furtherance of, the agreement or the International Constitution, or of these By-Laws; but the Job Steward shall, instead, report to the Business Representative of the Union servicing the job or project for appropriate action. He may under no circumstances collect any money due or payable to the Local Union from any Member or applicant for membership or any other person.

Section 4

A Job Steward who fails to carry out his duties or exceeds his authority may be summarily suspended from his position as Job Steward by the Business Manager or his authorized deputy, and with the approval of the District Grievance Committee, be removed from his position as Job Steward.

Article XII ELECTIONS

(A) ELIGIBILITY

Section 1

(a) **Officers other than the Business Manager:** No Member shall be eligible for election, be elected or hold any office, unless he shall have been continuously in good standing in the parent Local Union for not less than two (2) years and continuously a Member of the parent Local Union for not less than five (5) years, all next preceding the first day of the dues period in which the election is held.

(b) **Business Manager:** No Member shall be eligible for election, be elected or hold the position of Business Manager unless he shall have been continuously in good standing in the parent Local Union for not less than three (3) years and continuously a Member of the parent Local Union for not less than five (5) years, all next preceding the first day of the dues period in which the election is held.

(c) **District Member of the Executive Board:** No Member shall be eligible for election, be elected or hold the position of District Member unless he shall have been continuously in good standing in the parent Local Union for not less than two (2) years and continuously a Member of the parent Local Union for not less than five (5) years and a registered voter in the District he represents or seeks to represent for not less than one (1) year, all next preceding the first day of the dues period in which the election is held.

No Member who is on the full-time payroll of the Local Union may accept a nomination for or be elected to the position of District Member. No District Member shall continue to hold the position of District Member if he accepts employment on the full-time payroll of the Local Union.

(d) If no Member fulfills the foregoing conditions of eligibility for a particular office or position, any Member currently in good standing in the Local Union, and otherwise eligible, shall, upon the filing of a non-Communist affidavit and an Affidavit that he meets the requirements of Section 504 of the Labor Management Reporting and Disclosure Act of 1959 and Article XII (A), Section 1 (e) of these By-Laws be eligible to be nominated for and elected to, and to hold, that office or position.

(e) No Member shall be eligible for election, be elected, or hold any office or position, and no person shall be employed who has been convicted of any crime involving moral turpitude offensive to trade union morality, or who has been found after trial by the Union or by Civil Court to have been false to his trust or misappropriated Union Funds or property or who is commonly known to be a crook or racketeer preying on the labor movement and its good name for corrupt purposes, whether or not previously convicted for such nefarious activities.

(B) NOMINATIONS

Section 1

(a) **Declaration of Candidacy:** All candidates for any Elective Office, or for District Member of the Local Union Executive Board, shall between 8:00 A.M., Local Time, on the February 28th and 5:00 P.M., Local Time, on the March 15th, next preceding the election, file with the Recording-Corresponding Secretary at his office in San Francisco, a Declaration of Candidacy for the office or position of District Member of the Local Union Executive Board

to which he seeks election, accompanied by a non-Communist affidavit, and an Affidavit that he meets the requirements of Section 504 of the Labor-Management Reporting and Disclosure Act of 1959 and Article XII, (A) Section 1 (e) of these By-Laws.

(b) **Notice:** The names of all Members who have filed their Declaration of Candidacy within the time allowed and the office or offices or position for which each Member has filed shall be published in the May edition of the Engineers News next preceding the election, and promptly posted in the District Employment Offices.

(c) **Nominations:** Nominations shall be made in the month of July at the regularly scheduled District Meetings as directed by the Local Union Executive Board as a special order of business, or at specially called meetings in that month in Districts in which there is no regularly scheduled meeting.

Nominations shall be in writing in the form following, and shall be delivered by the nominator at the meeting when nominations are called for by the Presiding Officer. The Presiding Officer when nominations are closed shall read the nominations to the meeting and deliver them to the Recording-Corresponding Secretary.

NOMINATIONS

The undersigned hereby nominates.....

Register No.....for.....

Signature

Register No.

Social Security No.

Print Name

(d) **Notice:** Notice of the right to nominate, of the form in which the nomination shall be made, and of the time and place of the regular and specially called district meetings at which nominations will be made, shall be given by publication in the June edition of the Engineers News not less than 15 days preceding the first of such meetings, and promptly posted in the District Employment Offices.

(e) Each member who has filed a Declaration of Candidacy shall between 8:00 A.M., Local Time, on the June 15th and 5:00 P.M., Local Time, on the July 1st next preceding the election file with the Recording-Corresponding Secretary at his office in San Francisco a statement either (1) declining all nominations or (2) specifying the one office or position, the nomination to which he will accept and, if he has filed for more than one office or position, declining the nomination to all other offices or positions. The statement shall be in the following form:

STATEMENT OF NOMINEE

The undersigned states that: (a) he declines all nominations, or (b) he will accept nomination only for.....and hereby declines all other nominations. (Cross out (a) or (b).) I desire my name and (if not the incumbent) one occupational classification to appear on the ballot as follows:

(Name)

(Occupation)

(Signature)

(Register No.)

(Social Security No.)

(Print Name)

In the event no such statement is filed a Candidate shall be deemed for all purposes to have declined all nominations for the offices or positions for which he has filed a Declaration of Candidacy.

(f) **Eligibility of Members to Nominate:** Every Member of the Parent Local Union and its subdivision, except sub-division A who is not suspended for non-payment of dues as of June 11th preceding the election shall have the right to nominate. No Member whose dues have been withheld by his employer for payment to this Local Union pursuant to his voluntary authorization, provided for in Collective Bargaining Agreements, shall be declared ineligible to nominate by reason of any alleged delay or default in payment of dues by his employer to the Local Union.

(g) Except as provided in (h) of this Section, only those Members who have filed a Declaration of Candidacy and have complied with Section B(1) (a) and B(1) (e) of this Article may be nominated, and such Members may be nominated only for the office or offices, or position or positions, or any or all of them, for which they have filed a Declaration of Candidacy.

(h) In the event of the death, between March 15 and the time of election, of any constitutional officer who has declared his candidacy for office in

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the forthcoming election, any Member of the Local Union who is otherwise eligible shall, upon filing a non-Communist affidavit and an Affidavit that he meets the requirements of Section 504 of the Labor Management Reporting and Disclosure Act of 1959 and Article XII (A), Section 1(e) of these By-Laws and without regard to whether he has previously filed a Declaration of Candidacy or been nominated, be eligible to be nominated for and elected to, and to hold, the office for which the deceased officer had filed a Declaration of Candidacy. If the death occurs after the nominations meeting, nomination shall be effected by filing the Declaration of Candidacy and non-Communist affidavit and an Affidavit that he meets the requirements of Section 504 of the Labor Management Reporting and Disclosure Act of 1959 and Article XII (A), Section 1(e) with the Recording-Corresponding Secretary prior to the election but in no event more than five (5) days after the deceased officer's death.

(C) ELECTIONS

Section 1

(a) The election of Officers and District Member of the Local Union Executive Board shall be held during the month of August by mail referendum vote of the membership of this Local Union under the supervision of the Election Committee and a nationally known firm of Certified Public Accountants, selected by the Executive Board, with such other technical and legal assistance as may be provided.

(b) The election shall be conducted by a committee known as the Election Committee, composed of one (1) Member from each District in which nominations will be made. The Member shall be nominated and elected by secret ballot at the Regular Quarterly, or specially called District meetings by vote of those Members present whose last known address, as shown on the records of the Local Union ten (10) days prior to the first such District Meeting in April preceding the election, was within the area covered by the District. Each Nominee shall be a registered voter in the District in which he is nominated, shall have been a member of Operating Engineers Local Union No. 3 for one (1) year next preceding his nomination and election, and shall not be a candidate, or nominator of a candidate for any office or position.

The Nominee for Committee Member in each District receiving the highest number of votes shall be elected, and, in the event he is unable, or unwilling to serve, shall be replaced by the Nominee with the next highest number of votes, and he, under the same circumstances, by the next highest, and so on, until the list of nominees is exhausted.

(c) The Election Committee shall determine whether or not each Candidate nominated is eligible. Any Candidate found not to be eligible shall be declared ineligible by the Election Committee. The Committee's decision shall be promptly communicated to each such ineligible Candidate in writing. Unless the Election Committee's decision is reversed on appeal, it shall govern, and the ballots shall be prepared accordingly.

(d) The Election Committee shall be responsible for the conduct of the election, and, specifically: for the preparation of the list of eligible voters, showing the Member's name and last known address as it appears on the records of this Local Union; the preparation and printing of the ballots, listing the Nominees for Business Manager first and the Constitutional Officers next, and other positions thereafter in the order in which they appear in Article VII, Section 1 of these By-Laws with a separate ballot of a different color for each District for Nominees for District Member, listing the incumbent for each office or position first and the other Nominees for the same office or position in alphabetical order by their last name (the candidate's name and one occupational classification, if any, given by him being printed as it appears on his Statement of Nominee) and envelopes; and the giving of a Notice of Election, by mailing a printed Notice thereof to each Member of the Local Union at his last known address as it appears on the records of this Local Union not less than fifteen (15) days prior to the mailing of the ballots to eligible voters.

The Election Committee shall cause a sample ballot to be published in the July edition of the Engineers News preceding the election, and to be promptly posted in the District Employment Offices.

The Election Committee shall deliver the list of names and last known addresses of eligible voters, and cause the printer to deliver the ballots and envelopes to, the nationally known firm of Certified Public Accountants chosen by the Local Union Executive Board, which firm shall rent a post office box to which the ballots shall be returned.

(e) The Certified Public Accountants shall mail the ballots and return envelopes to the eligible voters between August 10th and 16th preceding the election, and shall open the post office box, for the first and last time, on the August 26th next following, at 10 o'clock A.M. of that day. In the event August 26th should be a Sunday or a Holiday, the post office box shall be opened by the Certified Public Accountants on the following day, at the same time.

The Certified Public Accountants shall remove the returned ballots, count the same and certify the results in writing to the Election Committee.

The Election Committee, or a sub-committee thereof, shall be present at the mailing of the ballots, the opening of the post office box, and the counting of the ballots.

The Election Committee shall make certain that adequate safeguards are maintained so as to protect the secrecy of the ballots.

(f) The Election Committee shall declare the Candidate for each office and position receiving a plurality of the votes elected, except that the three (3) Candidates receiving the highest number of votes for the office of Trustee and the position of Auditor shall be declared elected. The certificate of the Certified Public Accountant shall be published in the September edition of the Engineers News following the election.

(g) The newly elected Officers shall be installed, at a specially called District Meeting in District No. 1, not later than September 15th.

(h) Every Member who is not suspended for non-payment of dues as of August 11th, the date for the first mailing of ballots, shall have the right to vote. No Member whose dues shall have been withheld by his employer for payment to the Local Union pursuant to his voluntary authorization provided for in a Collective Bargaining Agreement shall be declared ineligible to vote by reason of any alleged delay or default in the payment of dues by his employer to the Local Union.

Eligibility to vote for District Member shall, in addition, be based on each Member's last known address as shown on the records of the Local Union on August 1st prior to the mailing of the ballots, and each Member shall be eligible to vote only for the Nominees for District Member for the District in which such address is located.

Section 2

Each Candidate shall have the right to have an observer at the polls and at the counting of the ballots; that is, each Candidate shall have the right to have an observer to check the eligibility list of voters, check the ballots, see that the ballots are mailed, be present at the opening of the post office box and the counting of the ballots. The Observer may challenge the eligibility of any voter, and the ballots of all voters who may have been challenged shall be set aside, pending determination as to their validity. If the challenged ballots are sufficient in number to affect the results of the election, all challenges shall be investigated by the Election Committee to determine their validity, as promptly as possible.

Section 3

(a) Every Member shall have the right to express his views and opinions with respect to the Candidates; provided, however, that no Member shall libel or slander the Local Union, its Members, its Officers, District Members, or any Candidate, and all Members shall avoid all personalities and indecorous language in any expression of views and opinions with respect to Candidates.

(b) Any Member found guilty of violating Paragraph (a) of this Section 3 shall be subject to discipline in accordance with the applicable procedures of the Constitution and By-Laws, and if such Member should be a Candidate he shall, if found guilty, in addition to any fine, suspension or expulsion, suffer the loss of the office for which he is a Candidate, if elected thereto.

Section 4

The Recording-Corresponding Secretary, upon request of any bona fide Candidate for office, shall distribute such Candidate's campaign literature, by mail or otherwise; provided the Candidate making such request does so in writing, advising the Recording-Corresponding Secretary of the type of mailing, or other form of distribution desired, pays all costs involved, and delivers the literature, if it is to be mailed, to the Recording-Corresponding Secretary in a sealed and stamped envelope, with two (2) copies of the literature, the contents of the sealed and stamped envelope and two (2) of the envelopes in which the literature was enclosed. Two (2) copies of the literature are to be delivered to the Recording-Corresponding Secretary if it is to be distributed other than by mail.

No such requests shall be honored if made on or after 5:00 P.M., Local Time, the 5th day of August next preceding the mailing of the ballots.

Section 5

All Declarations of Candidacy, Nomination, and Acceptance of Nomination and election records — including but not limited to the list of eligible voters, the ballots cast and all challenges and challenged ballots, the certificate of the Certified Public Accountant, copies of all requests for distribution of campaign literature with copies thereof, and envelopes in which mailed, if mailed, the record of the cost thereof and the amount received for such work — shall be preserved by the Recording-Corresponding Secretary, for a period of at least one (1) year.

Article XIII

INTERNATIONAL CONVENTION DELEGATES

Section 1

Delegates and alternate delegates to the International Convention other than the President and Business Manager (who shall be delegates by virtue of their election to office), shall be nominated and elected in the same manner as provided in Article XII of these By-Laws, except that:

- No Declaration of Candidacy need be filed.
- Eligibility shall be the same as that for a Constitutional Officer other than Business Manager, except that the membership in Sub-divisions B, C, D and E shall be equivalent to membership in the parent Local Union.

(c) Except as provided in (f) of this Section, the Election Committee shall be nominated and elected at the regular quarterly or special District and Sub-District Meetings in the fourth quarter of the year next preceding the election.

(d) Each Nominee shall have the right to list one of the following after his name on the ballot: his office, or his position, or his occupational classification.

(e) Except as provided in (f) of this Section, nominations will be held in the month of January, and the election will be held in the month of February.

(f) When the International Convention is to occur during the year next following an election of Officers under Article XII of these By-Laws, the nomination and election of Delegates and alternates to such International Convention shall take place concurrently with the nomination and election of officers.

Section 2

The election of delegates other than the President and Business Manager (who shall be delegates by virtue of their election to office), to State, Interstate and Provincial Organizations, shall be held by secret ballot, and adequate safeguards to insure a fair election shall be provided by the Union, in accordance with the International Constitution, applicable laws and such rules and regulations as may be promulgated by the General Executive Board.

Article XIV MEETINGS

Section 1

Regular stated membership meetings of Local Union No. 3 shall be held semi-annually in San Francisco at 1:00 o'clock P.M., on the second Saturday of January and the second Saturday of July of each year, together with such other special meetings as may be necessary; special meetings shall be called upon notice in writing to the Members, by mail, postage prepaid, addressed to each Member at his last known address on the books of the Local Union. Notice of Regular semi-annual Meetings shall be published in the Engineers News in the month preceding each semi-annual Meeting, and posted in the Local Union Employment Offices.

Section 2

(a) All resolutions to amend the By-Laws, and all motions under new business to come before a semi-annual Meeting: shall be presented to the Local Union Executive Board at its regular meeting preceding the semi-annual meeting; shall be sent by registered mail, return receipt requested, addressed to the Local Union Executive Board; shall be received not later than December 1st or June 1st, as the case may be; shall be considered by such Board at its regular meeting preceding the semi-annual meeting; the Local Union Executive Board shall report thereon to the Members at the semi-annual meeting; the motions or resolutions submitted to the Local Union Executive Board shall be placed on the agenda of such meeting; and such agenda, including a copy of all such resolutions and motions, shall be printed or duplicated and made available to each member at the start of the meeting.

(b) Resolutions to amend the By-Laws, other than Articles V and VI and any part thereof, if adopted by the semi-annual Meeting, shall be read at the Special or District Meetings following the semi-annual Meeting, and, within 30 days after the last such Meeting, submitted to a referendum vote of the membership, said referendum vote to be conducted by a firm of nationally known Certified Public Accountants as chosen and directed by the Local Union Executive Board.

Section 3

(a) A Special Meeting of the general membership shall be called when ordered by the President, or by a majority of the following Officers: Vice-President, Recording-Corresponding Secretary, Financial Secretary, Treasurer and Business Manager, or upon written request of one-third of the Members of the Local Union in good standing.

(b) Special District Meetings shall be called from time to time upon request of the District Representative or the District Grievance Committee, with the approval of the Business Manager and shall be presided over by the Business Manager or his deputy.

Section 4

(a) The Business Manager may, in person or through his deputy, call a special meeting of those Members of the Local Union covered by any particular Collective Bargaining or other Agreement with an employer as that term is defined in the Labor-Management Relations Act, 1947, as amended, for the purpose of considering and acting upon wages, rates of pay, hours of labor and other conditions of employment affecting them, and all other Members may be excluded from such meetings.

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(b) Such meeting may be called for the purpose of taking (i) a strike vote, (ii) a vote to accept or reject any employer proposal or collective bargaining agreement, or other agreement affecting their employment.

(c) A strike vote, or a vote to accept or reject any employer proposal or collective bargaining agreement or other agreement not taken under (a) or (b), shall be taken at specially called District Meetings in those Districts, all or part of which come within the territorial coverage of the agreement, in which case the majority of the total votes cast by the Members present at all such District Meetings shall govern.

Article XV

QUORUM AND RULES OF ORDER

Section 1

A quorum for the transaction of business at Regular Semi-Annual or Special Membership Meetings shall consist of not less than two hundred fifty (250) Members and any two of the following Officers, viz.: President, Vice-President, Recording-Corresponding Secretary, Financial Secretary, Treasurer and Business Manager.

A quorum for the transaction of business at Regular Quarterly or Special District Meetings shall consist of not less than twenty-five (25) Members and any two (2) Constitutional Officers; provided that one of such Constitutional Officers shall be either the President, the Vice-President, the Recording-Corresponding Secretary, the Financial Secretary, the Treasurer, or the Business Manager. The Presiding Officer at such meetings in the absence of the President shall be the Vice-President, and, in the absence of both, the Officer next listed under the International Constitution who is present shall call the meeting to order and preside.

Section 2

At the hour set for the Semi-Annual or Special Membership Meeting, the President shall call the meeting to order and preside. In the absence of the President, the Vice-President shall preside. In the absence of both, the Recording-Corresponding Secretary shall call the meeting to order, and the Membership shall elect a temporary Chairman.

Section 3

No member shall be allowed to leave the meeting while in session except by permission of the President or Vice-President, or temporary chairman, after having given the retiring sign.

Section 4

If any Officer absents himself from four (4) consecutive Regular Semi-annual Meetings of the general membership without a satisfactory excuse, his office may be declared vacant in accordance with Article XXIII, Sub-division 1, Section (f) of the International Constitution.

Section 5

No member under the influence of intoxicating liquor shall be admitted to, or be permitted to remain in, the meeting hall.

Section 6

No subjects, except those which are within the purposes, objects and principles of this Local Union shall be discussed at any meeting.

Section 7

Appeals from decisions of the chair shall not be debatable except by the President and the Member making such appeal.

Section 8

A motion shall not be subject to debate until it has been recorded and stated by the Chairman.

Section 9

A motion to adjourn shall not be in order until the conclusion of New Business.

Section 10

It shall not be in order for a person who has spoken on a question to move the previous question at the close of his remarks.

Section 11

A member having made a motion may withdraw it with the consent of his second, but a motion once debated cannot be withdrawn except by unanimous consent of the Members present.

Section 12

Before the presiding officer declares the vote on a question, any Member may ask for a division of the house, in which case the chair shall comply with such request and call for a standing vote.

Section 13

Recognizing that all candidates for office and all members have and should have the right to express their views at meetings, and that at the same time the business of the Union must be conducted and the meetings must not be unduly prolonged, from the last day for the filing of the Declaration of Candidacy and where no Declaration of Candidacy is filed, from the time of nominations until the first day for the mailing of ballots or the election, as the case may be, when the order of business "Nominations and Elections" is reached the pre-

siding officer at each District Meeting shall in every general election call the name of each office, commencing with the Business Manager and thereafter in the order set out in Article VII, Section 1 of these By-Laws, and thereafter District Member, and the name of each candidate in alphabetical order by his last name for each office, at which time the candidate or a member designated by him may rise and address the membership for not more than five minutes. No candidate or representative of a candidate may speak except at the time of the calling of the candidate's name nor more than once, regardless of the number of offices or positions for which he has filed a Declaration of Candidacy. Where no Declaration of Candidacy is filed and the elective process commences with nominations, the name of each nominee shall be called in alphabetical order by last name and the nominee or a member designated by him may rise and address the membership for not more than five minutes. No nominee or representative may speak, except at the time of calling of the nominee's name, nor more than once. After all the candidates or nominees or their representatives who were present when candidates names were called have spoken, the meeting shall be open for any member to speak concerning candidates or nominees. No member may speak more than three minutes. The presiding officer may at this time if in his opinion the meeting has been unduly prolonged without motion or second, and as a matter of right, put the following question, "Shall the discussion be ended? All those in favor say aye. All those opposed say no."

Section 14

No member shall speak on any one question longer than five (5) minutes, nor more than once, until everyone who desires has had an opportunity to speak. The presiding officer may, at any time when in his opinion the business of the meeting is unduly prolonged without motion or second and as a matter of right put the following question: "Shall the discussion be ended? All those in favor say aye. All those opposed, no."

Section 15

No Member shall be interrupted while speaking except to call him to order, or for the purpose of explanation or information.

Section 16

If at any time in the opinion of the presiding officer a Member is conducting himself so as to disturb the meeting, without motion or second he shall as a matter of right put the following question: "Shall brother (stating his name) be removed from the meeting? All those in favor say aye. All those opposed say no." If the vote is "aye," the Member shall be removed by force if necessary.

Section 17

Except as herein provided, Roberts Rules of Order shall be the guide for proceedings at all meetings.

Article XVI

BONDING

It shall be the responsibility of the Business Manager to see that all persons required by law to be bonded shall be bonded and such other persons as may be designated by the Local Union Executive Board, in such amounts as shall be either required by law or determined by the Local Union Executive Board, as the case may be.

Article XVII

ALLOWANCES, EXPENSES AND BENEFITS

Section 1—Allowances

Recognizing that the Officers, Local Union Executive Board Members, Local Union Grievance Committee Members, Delegates, Representatives, Agents and Employees of this Local Union should participate in cultural, civic, public, fraternal and educational activities in addition to their specific duties as provided in the International Constitution and these By-Laws, and that such activities tend to secure and obtain the objects and purposes of this Local Union and benefit its Members; and recognizing that the time and money spent on such activities is unpredictable and unascertainable, such Officers, Local Union Executive Board Members, Local Union Grievance Committee Members, Delegates, Representatives, Agents and Employees who participate in such activities may be granted an allowance in such amount (daily, weekly, or monthly) as the Business Manager with the advice and consent of the Local Union Executive Board may determine.

Officers, Local Union Executive Board Members, Local Union Grievance Committee Members, Delegates, Representatives, Agents and Employees of the Union who are required to travel may receive an out-of-town allowance in such amount as the Business Manager may determine with the advice and consent of the Local Union Executive Board.

In addition to the above, all Officers, Local Union Executive Board Members, Local Union Grievance Committee Members, Delegates, Representatives, Agents and Employees may be reimbursed for or provided for all expenses incurred in their activities for or on behalf of this Local Union.

The Members of the Local Union recognizing that it is sometimes difficult, if not impossible, to segregate the personal from the official activities of such persons, and therefore affirm that such amounts paid or allowed are paid and allowed as partial compensation for the services performed by such persons in addition to any other remuneration received by such person.

Section 2—Automobile Allowances

The Business Manager shall determine with the advice and consent of the Local Union Executive Board those persons for whom it shall provide automobiles or to whom it shall pay an allowance for mileage, in such amounts or at such rates as shall be determined by the Business Manager with the advice and consent of the Local Union Executive Board.

It is recognized that such persons who are supplied an automobile or in lieu thereof an allowance for mileage are required to be on instant call at all times and may be required to garage such automobile and are responsible for its safekeeping. Accordingly, for the convenience of the Local Union and as partial compensation, such persons shall be permitted the use of such automobile on around the clock continuous basis including private use (which private use is limited to the territorial jurisdiction of this Local Union) when the automobile is not required for Union business (which is subject to the control of the Business Manager with advice and consent of the Local Union Executive Board) in addition to any other remuneration received by such person.

Article XVIII

Trials

MEMBERS

Section 1

All charges against a Member shall be filed, and the member shall be tried, in accordance with the provisions of the International Constitution.

Section 2

All charges shall be read at the next succeeding regular district meeting following the filing of the same in the district in which the offense is alleged to have been committed and the member shall be tried in accordance with the International Constitution at the next following regular meeting in that district.

Article XIX

DEFENSE FUND

Section 1

The Defense Fund is hereby perpetuated.

Section 2

The Defense Fund shall consist of all monies required to be paid into it by reason of any provision of these By-Laws, or any amendment or amendments thereto.

Section 3

This Fund shall be available to pay all expenses incurred or directed to be incurred by the Local Union over and above its regular day to day administrative costs and expenses.

Without in limitation of the foregoing this Fund shall be available to pay organizational expenses, public relations expenses, expenses incurred in defense of or in support of the objects and purposes of this Local Union, for legal fees, costs and expenses in the prosecution or defense of actions brought by or against the Local Union or any of its Officers, Local Union Executive Board Members, Local Union Grievance Committee Members, Representatives, Agents or Employees while engaged in activities for or on behalf of the Local Union and strike and lock-out benefits authorized by the Local Union Executive Board.

Article XX

HARDSHIP STRIKE AND LOCK-OUT FUND

Section 1

The Hardship Strike and Lock-Out Fund is hereby created.

Section 2

The Hardship Strike and Lock-Out Fund shall consist of all monies required to be paid into it by reason of any provision of these By-Laws, or any amendment or amendments thereto.

Section 3

This Fund shall be subject to the control of the Local Union Executive Board for the purpose of assisting, in those instances in which the Local Union Executive Board deems it advisable, the Members involved directly, or indirectly, in a strike or lock-out who are, in the opinion of the Local Union Executive Board, hardship cases.

The Local Union Executive Board shall in each instance determine whether a particular strike or lock-out shall be one which the Local Union Executive Board deems it advisable that this Fund should be made available to the Members.

The Local Union Executive Board shall in each instance set the rules and regulations which shall determine the circumstances under which, the amounts which shall be paid out, and the manner in which such payments shall be made.

Article XXI

GOOD STANDING FUND

Section 1

The Good Standing Fund is hereby perpetuated.

Section 2

This Fund shall be known as "LOCAL UNION NO. 3 GOOD STANDING FUND" and shall be administered as provided herein.

Section 3

All dues, donations and receipts belonging to said Fund shall be deposited in a separate and

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exclusive account known as "LOCAL UNION NO. 3 GOOD STANDING FUND".

This Fund shall be under the control of the Business Manager, the President, Vice-President, Recording - Corresponding Secretary, Financial Secretary and Treasurer and the signature of the Treasurer, and in his absence the signature of the Recording-Corresponding Secretary, shall be required upon all withdrawals therefrom. They shall be bonded in the form and amount required by law.

Section 4

The Officer stipulated in Section 3 whose signature is required on withdrawals from said Fund, shall render monthly financial reports of Fund receipts, disbursements and balances, and a full disclosure on the handling of the Fund at all Regular Semi-annual Meetings of the Local Union and all Regular Meetings of the Local Union Executive Board and all Regular Quarterly District Meetings. The same information shall be furnished to the General President whenever requested.

Section 5

The purpose of this Fund is to provide a means to financially assist those Members who have not been suspended for non-payment of dues and who are stricken with extended illness, or disabled for protracted periods by sickness, accident or injury, by payment from this Fund of their dues, thereby securing their membership and protecting their benefits in this Local Union and the International Union.

Section 6

There will be paid from this Fund and transferred to the credit of the account of the Members entitled thereto, upon the approval of their individual claims, a sum equivalent to their membership dues for any period of illness or disability of more than thirty (30) days duration. Payments shall be made for not more than two (2) quarters or six (6) months in any consecutive period of two (2) years; provided, however, that any Member who has exhausted his six (6) months may make application to the Recording-Corresponding Secretary of the Local Union, accompanied by a Doctor's Certificate signed by a doctor within the limits of his license, or a Christian Science Practitioner, and the Business Representative in the area where he resides, for an extension of the six (6) months limitation. The Recording-Corresponding Secretary shall present the same to the Local Union Executive Board at its next meeting. The Local Union Executive Board may extend such period for an additional two (2) quarters or six (6) months; provided further that any Member who has had four (4) quarters or twelve (12) months' dues paid from the Good Standing Fund may, upon furnishing the Recording-Corresponding Secretary with a Doctor's Certificate each thirty (30) days, signed by a doctor within the limits of his license, or a Christian Science Practitioner, and the Business Representative in the area where he resides, with the consent of the Local Union Executive Board, be allowed to pay dues at the rate of three dollars (\$3.00) per month. No Member shall be permitted to pay dues at this reduced rate who is working at any gainful occupation whatsoever.

Section 7

Any Member who has received six (6) quarters or eighteen (18) months' benefits under this Fund, and who is then unable to return to work, shall be automatically granted a Withdrawal Card from the Local Union, provided he does not pay the full dues.

Section 8

Any Member found guilty after trial under Article XVIII of making misrepresentation in his claim, or who shall be party to procuring fraudulent payments or who claims and secures illegal and improper benefits, or who willfully violates the spirit and intent of these rules and regulations, shall have no right to receive any benefit from this Fund in the future.

Section 9

Application for benefits from this Fund shall be in the form and accompanied by such medical or other certificates as the Administrators of the Fund shall from time to time determine.

Article XXII

BURIAL EXPENSE FUND

Section 1

The Burial Expense Fund is hereby perpetuated.

Section 2

This Fund shall be known as LOCAL UNION NO. 3 BURIAL EXPENSE FUND and shall be administered as provided herein.

Section 3

All dues, donations and receipts belonging to said Fund shall be deposited in a separate and exclusive account known as "LOCAL UNION NO. 3 BURIAL EXPENSE FUND."

This Fund shall be under the control of the Business Manager and the President, Vice-President, Recording - Corresponding Secretary, Financial Secretary and Treasurer and the signature of the Treasurer, and in his absence the signature of the Recording-Corresponding Secretary, shall be required upon all withdrawals therefrom. They shall be bonded in the form and amount required by law.

Section 4

The Officer stipulated in Section 3 whose signature

is required on withdrawals from said Fund shall render monthly financial reports of fund receipts, disbursements and balances, and a full disclosure on the handling of the Fund at all Regular Semi-annual Meetings of the Local Union and all Regular Meetings of the Local Union Executive Board and all Regular Quarterly District Meetings. The same information shall be furnished to the General President whenever requested.

Section 5

Benefits shall be paid to the beneficiaries of Members whose dues, quarterly or monthly were no more than thirty (30) days in arrears at the time of death. The rights of any Member and beneficiary shall automatically terminate upon the Member's suspension, expulsion, or withdrawal from this Local Union, and, in the case of a transfer, thirty (30) days after the date his clearance card was accepted by a sister local.

The purpose of this Fund is to provide, to the fullest extent made possible thereby, dignified funerals to Members entitled to benefits. The Burial Expense Benefit shall be \$750.00, payable upon death. Claim for said benefit must be made within sixty (60) days from the date of the Member's death. Payment shall not be made until such time as a certified death certificate is filed with this Local Union. The \$750.00 benefit herein above set out may be changed from time to time by the Local Union Executive Board upon competent actuarial advice, provided, however, the death benefit shall not be reduced below \$750.00.

Section 6

Every Member shall designate a beneficiary upon the form supplied by the Local Union, and from time to time thereafter may change the name of the beneficiary in like manner. It shall be the duty of a beneficiary to pay the funeral expense, or to reimburse the person who has paid it, to the extent of the benefit allowed.

Section 7

(a) The designation of beneficiary under this Burial Expense Fund shall be made on the official Designation of Beneficiary form.

(b) All designations of beneficiary heretofore and hereafter made under this Burial Expense Fund shall be deemed to be effective with respect to the Death Benefit Fund under the International Constitution, as well.

(c) It shall be the duty of a beneficiary to pay the burial expense, or to reimburse the person who has paid it, to the extent of the benefit allowed herein.

Such person shall, to the limit of the benefit paid hereunder, be deemed a third party beneficiary of an agreement between the Member, the designated beneficiary and this Local Union to repay such person the burial expense of the Member lawfully and necessarily paid, or contracted for by such person.

Section 8

A Member may change his designation of beneficiary by filing a new Designation of Beneficiary form with the Recording-Corresponding Secretary.

Section 9

Except as may otherwise be specifically provided by the Member:

(a) If more than one beneficiary is designated, the designated beneficiaries will share equally.

(b) If any designated beneficiary predeceases the Member, the share which such beneficiary would have received if living will be payable equally to the remaining designated beneficiaries, if any, who survive the Member.

(c) If no designated beneficiary survives the Member, payment will be made to the Member's widow or widower if surviving the Member; if not surviving the Member, in equal shares to the Member's children who survive the Member; if none survives the Member, to the Member's parents, equally or to the survivor; if neither survives the Member, in equal shares to the Member's brothers and sisters who survive the Member; or if none survives the Member, to the Member's executors or administrators.

(d) In cases where this Local Union is made the beneficiary, any money left after the Member's burial expenses have been paid, shall remain in the Fund.

Section 10

If there is a spouse surviving, not less than fifty (50) percent of the benefit hereunder shall be paid to her as beneficiary, or on account and in satisfaction of such spouse's declared obligation hereunder to the person lawfully and necessarily paying, or contracting to pay for the Member's burial expense; provided that if such spouse shall have consented in writing to the distribution of more than fifty (50) percent of the benefit to some other beneficiary the foregoing shall not apply and the terms of such spouse's written consent shall control.

When a Member designates his spouse as beneficiary and thereafter the marriage to that designee is terminated by divorce, it shall be presumed, in the absence of evidence to the contrary, that the designation of the spouse as beneficiary has been revoked by the Member.

Section 11

When the Member has not designated a beneficiary, or when within thirty (30) days following written notice to the Local Union of the Member's death the beneficiary cannot be located the Local Union shall pay, to the limit of the benefit, the

Member's burial expense, directly, or to the person who paid same. All money remaining after the Member's burial expenses have been so paid shall be paid in the order and manner set forth in Section 9 (c) of this Article.

Section 12

In the event the Fund falls below \$50,000.00 the dues will automatically be increased for the next quarter by \$3.00 and the amount of the dues required to be deposited in this Fund by Article VI shall be increased for that quarter by \$3.00.

Section 13

All death benefits shall be paid by check. All checks of the death benefit shall carry printed on the face thereof the following: "This check not valid for more than \$750.00." In the event the death benefit is changed the \$750.00 shall be changed and the amount to which the death benefit has been changed shall be inserted in lieu thereof.

Article XXIII

JOURNEYMAN TRAINING AND SAFETY DEPARTMENT

There shall be an apprentice and journeyman training and safety department under the direction of the Business Manager or his authorized deputy or deputies.

Article XXIV

OFFICIAL COMMUNICATIONS

Section 1

There shall be in each District Office an official bulletin board located in the Employment Office where all official notices will be posted.

Section 2

The Engineers News shall be published at least once monthly at a regular time and shall be recognized as the official publication of this Local Union. It shall be mailed to all Members of the Local Union. The Business Manager shall be the Editor of the Engineers News and shall be directed in his administration thereof by policies laid down by the Local Union Executive Board.

Article XXV

FINANCIAL REPORTS

Quarterly financial reports shall be submitted to the International Union and read at the District Meetings, and shall be available to the members in the principal office of the Local Union.

Article XXVI

LOCAL UNION REPORTS

Section 1

A copy of the minutes of the Regular Semi-annual Meeting of the Local Union and the minutes of the Local Union Executive Board shall be promptly forwarded to the District Director of the International Union after every meeting, regular or special.

Section 2

The District Director shall consult with the Business Manager and shall make a quarterly report to the Local Union Executive Board with such recommendations as he may deem necessary or advisable.

Article XXVII

INTERNATIONAL CONSTITUTION

This Local Union acknowledges that the Constitution of the International Union of Operating Engineers supersedes any provisions of these By-Laws which are inconsistent with such Constitution. The Local Union hereby re-adopts as its Constitution, such International Constitution, and incorporates the same herein by reference, as if fully set forth herein, all such provisions of such Constitution, as it may be interpreted, modified, or amended from time to time, which are applicable to Local Union matters or affairs.

Article XXVIII

SAVINGS CLAUSES

Section 1

The provisions of these By-Laws relating to the payment of dues, assessments, fines or penalties, etc., shall not be construed as incorporating into any union-security contract those requirements for good standing membership which may be in violation of applicable law, nor shall they be construed as requiring any employer to violate any applicable law. However, all financial obligations imposed by or under the International Constitution and these Local Union By-Laws (and in conformity therewith) shall be legal obligations of the Members upon whom imposed and shall be enforceable in a court of law.

IUOE Local Union No. 3 Bylaws

Section 2

If any provision of these By-Laws shall be declared invalid or inoperative, by any competent authority of the executive, judicial or administrative branch of Federal or State government, the Local Union Executive Board shall have the authority to suspend the operation of such provision during the period of its invalidity and to substitute in its place and stead a provision which will meet the objections to its validity and which will be in accord with the intent and purposes of the invalid provision. If any Article or Section of these By-Laws should be held invalid by operation of law or by any tribunal or competent jurisdiction the remainder of this Constitution or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, shall not be affected thereby.

APPENDIX A

Description of Districts

San Francisco-Hawaii

District No. 1

Counties of Marin, San Francisco, San Mateo, Solano, State of Hawaii and Mid-Pacific Islands.

Oakland

District No. 2

Counties of Alameda, Contra Costa

Stockton

District No. 3

Counties of Alpine, Amador, Calaveras, San Joaquin, Stanislaus, Tuolumne

Eureka

District No. 4

Counties of Del Norte, Humboldt

Fresno

District No. 5

Counties of Fresno, Kings, Madera, Mariposa, Merced, Tulare

Marysville-Oroville-Yuba City

District No. 6

Counties of Butte, Colusa, Glenn, Plumas, Sierra, Sutter, Yuba

Redding

District No. 7

Counties of Lassen, Modoc, Shasta, Siskiyou, Tehama, Trinity

Sacramento

District No. 8

Counties of El Dorado, Nevada, Placer, Sacramento, Yolo

San Jose-Salinas

District No. 9

Counties of Monterey, San Benito, Santa Clara, Santa Cruz

Santa Rosa-Ukiah

District No. 10

Counties of Lake, Napa, Mendocino, Sonoma

Nevada

District No. 11

All Counties of Nevada except Esmeralda, Nye, Lincoln, Clark

Utah

District No. 12

The State of Utah

Adopted as Amended by:

THE MEMBERSHIP OF THE
OPERATING ENGINEERS
LOCAL NO. 3

on

September 14, 1964

Local 3 Apprentices Shine In Reno Test

By GAIL BISHOP, JOE HAMERNICK, MONT PARKER, JACK EVANS and BUD JACOBSEN

The Nevada State Apprenticeship Contest was held in the Park Lane Mall, May 31 and June 1, Reno, Nevada. It was well represented by Operating Engineers Local Union No. 3, J.A.C.

Brother Ed Aweeka, the Outstanding Apprentice for Northern Nevada, was in attendance on Friday, May 31.

Brother Clem Hoover, Coordinator from the Sacramento Area, was in charge of the display booth.

Brother Jack McManus, E. Coordinator, explained the finer points of Related Instruction.

Cliff Lyman, Coordinator of Local No. 12, J.A.C., was in attendance.

We had a very large crowd both days with the awards being presented at a dinner held in the El Cortez Hotel, Saturday evening, June 1, 1968.

Brother Norman Purcel was seriously burned at work recently. Brother Purcel operates a crane for Anaconda Company at Weed Heights, Nevada. I am glad to report at this time he is out of the hospital and home recuperating.

Brother Mont Parker reminded the Brothers to register and vote. This rings a bell of years ago. I read in the *Engineers News* what one vote means. ONE VOTE paved the way for American Independence. ONE VOTE elected three Presidents. ONE VOTE passed the Draft Act of World War II. ONE VOTE dried up a nation and adopted "Prohibition." BE SURE TO MAKE YOUR ONE VOTE COUNT.

Stone & Webster have nearly completed the new Power Plant for the Sierra Pacific Power Company. This has been an exceptionally good job for the Brothers. We are looking forward to the next one that will start in about one year.

Haumont Construction Company has nearly completed the right-of-way work on the Power Line. Most of the work on this job will be completed by August, 1968. The wire crew will finish about January, 1969.

Helms Construction Company

is moving on the widening job of 395 south. After the section of Freeway is completed that will be let the 20th of June, 1968, we will have all four-lane highways from Carson City to Reno.

A. Teichert & Son have just been awarded a contract to move approximately one-half million yards of material for a new Industrial Park Site, north of Reno on 395.

Bethlehem Steel, subcontractors for Nielson & Nickols on the new 23-story hotel for Harrah's Club, are busy with the derricks taking down the old steel.

Charles T. Parker Construction Company east of Wells, Nevada, now have about 15 Engineers employed. They will start a second shift in the near future. Brother Tom Gallagher is the Steward on this job.

Brothers Dale Beach and Tom White are the Stewards on the Rogers job, east of Carlin, Nevada. This firm has been working about 53 Engineers. We hope that their two-shift operation will continue for some time.

The Sewage Export Line from Tahoe City to Dollar Point, which was installed by the TAB Construction Company of Reno, Nevada, for the Tahoe City Public Utility District, has kept from seven to ten Engineers busy last Fall and this Spring. This project cost \$670,000, and is 95% completed.

The Leo Davis and C & M Construction Company have 36 miles of 6 inch sewer line, at Meyers, California, 85% completed. This job kept about 15 to 25 Engineers busy this Spring. The job was done for the South Tahoe Public Utility District. When these two jobs are completed the work picture in the Lake Tahoe Area will be slow this Summer.

Negotiations for renewal contracts were successfully concluded with the following firms in Northern Nevada: Incline Village General Improvement District—two year Agreement. Crystal Bay Development Company—Golf Course & Ski Area—two year Agreement. Sierra Machinery Company, Inc.—Service Department—three year Agreement. Sierra Machinery Company, Inc.—Shipping & Receiving—three year Agreement.

Sierra Engineering Company—three year Agreement. Helms Sand & Gravel—three year Agreement.

Business Manager and International Vice President, Al Clem, instituted some improvements in the Nevada Health and Welfare Program. We now have Dependents Life Insurance. We have added a 50-50 plan covering dentures, on the Dental Plan. We have

a \$5,000 major medical provision. We have a prescription payment service that covers everything after the first \$1.50 of each prescription. A hearing aid benefit that pays 80% of the cost of the hearing aid after the first \$100. We have extended the eligibility age of dependent children to 23 provided they are full time students. This package costs in excess

of \$11 per month, per eligibility member, on top of the existing benefit costs.

The fact that this was done during the term of an existing Bargaining Agreement and at no cost to our members is indeed a tribute to the leadership of our Local Union. We will report in more detail on these items in the next issue of the *Engineers News*.

\$5 Million College Prize

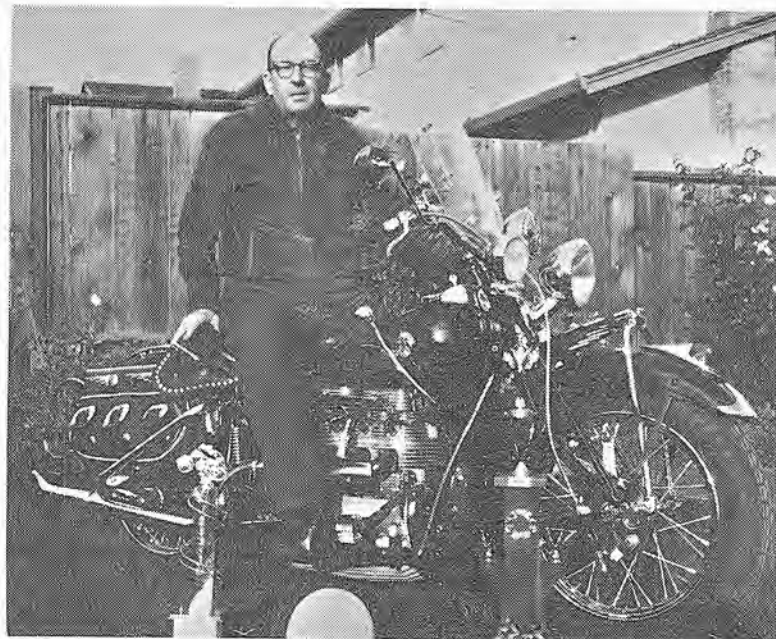
By BOB SKIDGEL, HARLEY DAVIDSON, ED MIDDLETON and MIKE KRAYNICK

Work is extremely slow in District 9 this spring and our out of work list is much too long. At this writing there is very little to report.

Unfortunately the voters in the June primary defeated the \$10.00 vehicle tax which has resulted in a major cutback in the expressway projects for next year. Projects retained include \$3 million to construct a railroad grade separation on Central Expressway at Bailey Avenue, \$1.7 million to construct a portion of Capitol Expressway between Story Rd. and Interstate 680, \$1.3 million to expand Capitol Expressway from Almaden to Bayshore, \$1.1 million to extend Almaden Expressway from Graystone to Redmond, \$577,000 for Santa Teresa Expressway from Coolidge to Watsonville Road and \$565,000 for Santa Teresa from Bailey to Bernal Road. Four other important projects were dropped and three reduced to engineering.

The long awaited Park Center renewal projects commercial block has finally been granted a "start work" order. Construction on a part of the mammoth underground parking garage and two of the four buildings start in July.

Work on the new City Hall in Milpitas is underway with Nicholson Brown low bidder on the \$886,888 project. This is the first phase of the Milpitas Civic Center. The City of Campbell is contemplating a move of City Administration Offices to a \$2 million professional office tower building to be built at Campbell and Bascom Avenues. The building would be



BROTHER WILLIAM T. ALLOWAY, of Capitola, a twenty-five year member, of Local No. 3, employed by Granite Construction of Watsonville, tries something different, from the routine of "Cats" and trucks. Last summer Bill purchased a 1938 Indian four-cylinder motorcycle and completely restored it. The restoration work took six months of spare time, and hard work. Bill entered the bike in two shows, the first being in Visalia where he took top prize for the best antique. This was the first show for classic and antique motorcycles, and only two trophies were given. The second show was in Concord, where he won second place in the antique division. Bill derives as much pleasure riding to and from the shows (a total of 600 miles) as he did attending.

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erected by Fred Sahidi in conjunction with Pittsburgh Des Moines Steel.

Jasper Construction were awarded a \$5 million contract for the construction of buildings at DeAnza College.

Another \$2.1 million structure is about to be launched at Winchester and Stevens Creek Boulevard. Hilton T. Johnson of Cali-

★ ★ ★

fornia Certificate Fund Inc. is project manager and announced start of the building possibly in early August. Plans being prepared by John Brooks call for a 72 by 192-foot building with rigid steel frame, pre-stressed concrete floors, full-length glass front with parking lot for 240 cars. A basement may include a 6,000 square foot restaurant.

Things Looking Up!

Stockton Firms Have Six New Contracts On Line

By WALTER TALBOT, AL McNAMARA, and JIM GENTRY

The work in this district has picked up slightly over last months report. This was due mainly to an increase of personnel on the projects already under construction rather than new work. However, another surge in the placement of engineers to work is anticipated in the district whenever more of the new contracts commence.

A. Teichert & Son of Stockton, who have experienced an unusually slow year to date, now have six new contracts that will need manning immediately. These are the plant mix overlay contract in Amador County and San Joaquin County, reconstruction of East Main Street in Stockton, reconstruction and resurfacing of Highway 99 from the Mariposa Road overcrossing to the Arch Road overcrossing, the new alignment and surfacing of South Airport Way, the reconstruction and new alignment and bridge construction of Howard Road on Union Island and the overlaying and strengthening taxiways at the Metropolitan Airport in Stockton. Total bid price of the six contracts approximate 2 million dollars.

S. M. McGaw, also of Stockton, continue to secure contracts from the City of Stockton, San Joaquin County and the California Water Service Co., which keeps a sizeable crew busy plus new hires as the season progresses.

Claude C. Wood Co. of Lodi was the successful bidder on two large street improvement jobs for the City of Lodi. Bid price for both jobs exceeded \$200,000.00.

Although the dispute with the Longshoremen on the unloading of sand barges for the Tom M. Hess Co. for freeway fill on the Interstate 5 Highway job here in Stockton has not been fully resolved by the courts, as of this writing, the members of this union are now performing the work in question. We, at this time, have thirteen operating engineers employed on a three-shift basis directly related to the unloading of the barges, which are transporting the sand from Rio Vista to the Stockton Channel.

Gordon H. Ball, Inc., constructors of the north Tracy By-Pass, are constructing a bridge across the San Joaquin River upstream from the Mossdale Wye. This will be a temporary structure used by the Company only to obtain approximately 3 million yards of sand from the river bottom land to be used as fill material on the east end of the eleven mile By-Pass. Asbury Contractors, sub-contractor of Ball's, has a much longer haul with the fill material that they are getting from the Delta-Mendota Canal spoil banks.

The mountain work has really been slow this year, with the exception of sub-divisions that are springing up all over the Mother Lode. These, of course, afford the engineers with road, street and underground utility work. On June 26th the State Highway Department will open bids for the new alignment of Highway 88 in Alpine County from Woodsford to the Nevada State Line. Cost of the project is expected to exceed 1 million dollars.

Coolley Bros., Granite Construc-

tion and Burchett & Good have reached, or will reach, the paving phase of their respective jobs in the not too distant future. However, the paving of Burchett & Good's job will be by separate contract and not proposed until next year.

The Public Works Department of San Joaquin County has called for bids on the reconstruction of Thornton and Clements Road, Gilchrist Ave. and Sierra Lane and Copperopolis Road for July construction.

Industrial Asphalt of Fresno has erected a hot plant at Stockton Sand and Gravel property east of Bellota. The Company expects to pick up some of the plant mix that will be required on approaches and shoulders of the West Side Freeway.

Spike Voudouris is making the bridge approaches for Hertel Construction Co. of Sacramento on their Southern Pacific crossing of the Diverting Canal.

Wells Cargo, Inc., are in full swing on their quarry operation for U. S. Lime at Columbia.

William D. Smith of Alviso has 12 engineers employed on his South Airport Way job.

Morrison-Knudsen continue the scaling contract for the New Melones Dam site.

Utah Dredge occasionally order mechanics and welders for their new shop in Stockton.

Guy F. Atkinson Co. has commenced site preparation work for their new permanent shop to be

see ATKINSON page 3

\$100 Million Freeway Plan

By DAVE REA, AL DALTON, ART GAROFALO and HERMAN EPPLER

\$100 MILLION CAPITOL ROADS—If the planning of the State Highway Commission materializes, almost \$100 million in road construction work is planned for the Sacramento Metropolitan area over the next six years. Right of way estimates are not included in this figure. \$27.8 million is planned for Highway 50 to upgrade 12.8 miles east of downtown Sacramento.

The greatest share, however, \$35.1 million, would go for construction of 22.5 miles of Interstate 5. Another \$29.9 million is tabbed for Interstate 80 for 13.3 miles of new construction. 180 would gain a \$4.5 million bridge over the American River parallel to the existing span.

These figures emerge from the planning program budget the Highway Commission will review this week. These projects would tie in with freeway and highway projects already underway in Sacramento. U.S. 50, which for years has been considered a prime need in the view of local authorities, now is planned for construction in two stages to improve 12.4 miles from 180 to a point just west of Sunrise Blvd. During 1971 and 72 a 6.5 mile section from 180 to Mayhew is slated for construction. The highway would be built to 8 lane freeway status from 180 to Watt Avenue and six lanes thereafter. The cost for the 6.5 miles is \$17.8 million. The second section of 50 from the Mayhew Overhead to a point one-fifth mile west of Sunrise Blvd. is scheduled for 1973 at a cost of approximately \$19.9 million.

Interstate 80 is tentatively

scheduled to receive a total of \$29.9 million for 13.3 miles of building. This would include another bridge, six lanes, over the American River paralleling the existing span near the Cal Expo site, and 1.1 mile immediately to the south from E Street to the American River bank at a cost of almost 6.1 million. Prior to that construction, an 8.2 mile segment of eight lane freeway is set for construction in 1970, beginning at Madison Avenue and continuing past Foothill Farms at a cost of \$8.6 million. These projects tie into numerous Sacramento regional projects just on the verge of construction starts but which are already in the 1968-69 budget, such as work on the Interstate 880 belt-line Freeway to provide a northerly bypass freeway around Sacramento.

POLLOCK PINES—The State Highway Commission will hold another hearing on the route of Highway 49 over the Auburn Dam. It was recommended the road go over the crest of the dam on two levels. State Director of Public Works has stated the state will set the Highway 49 route by mid summer.

This will be a good job for the County of El Dorado and will employ a number of Operating Engineers. Vinnell Construction Company on the Highway 50 job west of Placerville is progressing rapidly. They have a sub-contractor working on the finish work and with good luck this job should be finished this year. Bennett Murray and Joe Vicini are working most of their men on small jobs around the Placerville and Pollock Pines area.

A. Teichert & Sons are putting a crusher and Hot Plant up in the Loon Lake area in order to make

the materials for the road from Gurley Creek to Loon Lake Dam. This job should last about 5 months. Walsh Construction Company is still working in the Loon Lake Tunnel and shafts. They have S. & P. Sand & Gravel working a crusher in the area using the rock out of the dump to crush for concrete in the tunnel.

HIGH COUNTRY — Granite Construction Company is in full swing on their job in Grass Valley. We have a large crew on the job-site and are moving the rock plant into Dear Creek. They moved the hot plant out of Shady Creek to a job in the northern end of the state. Byars Construction Company out of Nevada is finishing their job in the Alta Sierra Tract.

Sutherland Construction Company of Auburn is starting two new projects in Alta Sierra. This Company is also finishing and paving on the Western Lakes job and have a contract with the State of California to lay several thousand tons of asphalt on Highways 80 and 50. Hansen Bros. have a crew working on their Auburn job. Frank Fowler has several cats and scrapers on this site, which is a recreation area they are developing.

Gordon H. Ball has a very large crew working on interstate 5 from the Jiboom Street bridge to Elkhorn Ferry. They are finishing from Jiboom Street to El Centro Road and are moving the heavy dirt from El Centro Road to the Elkhorn Ferry. M. L. Dubach is still running two shifts on interstate 880. This job will have to shut down for a short while until some of the bridges are opened.

A. Teichert & Sons have a number of jobs moving in the Del Paso Heights and Roseville areas.

Utah Roadbed Needs Salt-Free Diet

By ASTER WHITAKER, JAY NEELEY, JOHN THORNTON, TOM BILLS, WAYNE LASSITER and DEL HOYT

W. W. Clyde Construction was awarded the contract for bridge structure near Duchesne and they have been working for two weeks with an 80D N.W. digging footings, subcontracting the steel to Mountain States Steel which will fabricate and erect the bridge girders. Also, this same company was low bidder on June 18th on the connecting highway with the bridge. This job should start within a few days.

James Reed was low bidder on a section of road above Hanna and should be moving equipment in shortly after the project is awarded.

Morrison Knudsen was low bidder on the last section of road connecting Vernal and Manila, near Sheep Creek Canyon, which will be mostly rock. This job takes off where Hussman Brothers ended in 1965.

J. B. Parsons Company has started one shift on the Brush Beryllium Mine stripping on Topaz Mountain, 52 miles from Delta. This company anticipates a two-shift operation some time during July.

L. A. Young Company moved their scrapers from Bluffdale and they are now working at Lapoint on approximately two miles of road with the same crew. Hal

Seeley is superintendent on this job.

Whiting and Haymond are subcontracting from Art Higgins the excavating on the Fish Hatchery at Jones Hole. Lonny Herrin, superintendent, and old M. K. hand, is running the spread.

The work situation in the Ogden area is looking very good.

Gibbons & Reed Construction is going full blast at Rattlesnake Pass, Peter Kiewit having 18 engineers working at Echo Junction, and Northwestern Engineering Company is trying to get kicked off on their new 3.9 million dollar Ogden Freeway job and will require approximately 25 of our people.

Mac Construction just broke ground for their 1.2 million dollar Ogden-Weber Education Center. Raymond Construction Company just landed a \$1,162,000 Chemistry Building at Utah State University at Logan. Wadman Company is getting started on their \$274,000 job at Central Jr. High School. J. B. Parsons Construction is getting their underground work under way on the \$180,000 Riverdale Road job and we are in hopes of getting a few of our Brothers on this job.

L. A. Young was awarded the contract on the structure that will link this mainland with Antelope Island in the Great Salt Lake, which was just recently made a State Park and which will let the public see some unusual wild life

such as buffalo, wild goats, etc.

All expansion programs at our schools and universities are progressing at a good pace. We have several tower crane operators working on these jobs.

Hill Field has started to come alive again with new buildings, railroad relocations, and general expansion and remodeling. Oakland Construction Company, Coleman Construction, Brightling Construction and Anderson Construction Company are just a few of the good contractors on the base at Hill Field.

Fife Construction is moving along with their Brigham Canyon and Ogden 12th Street jobs. Several of our people are employed with them.

These are just a few of the larger jobs in this area. We have quite a few small jobs going and there are many seats we are trying to fill with our Engineers. For the most part we are looking forward to a good work season here in the Ogden area.

A 40-mile stretch of I-80, between Wendover and Knolls, Utah, across the solid salt lake, should be open for public use by 1971.

Crews are filling in twin trenches which have been carved out of the solid salt to make the roadbed for this section of the freeway. The salt crust can support heavy loads, but it is unsatisfactory as fill or embankment material because it dissolves away

when exposed to fresh water.

An experimental section of highway was built to test the best construction method on the salt bed, whether to remove all the salt or to find some way of protecting the salt base from water. It was finally decided to remove all of the salt and two brother engineers, H. L. Richey, with Oiler Vernon Speck, have been operating a dragline on this job for the past year. They started a mile west of Wendover and are scooping out parallel trenches, each 58 feet wide. The rig is covering about 600 feet each working day and they are now about 20 miles east of Wendover. Dozers are following behind pushing fill dirt into the two trenches. A few more miles to the east and the ground rises above the desert level and becomes hard dirt and it will not be necessary to use the dragline.

Jack P. Parsons Construction Company, Smithfield, Utah, recently completed 10 and sevenths miles of fill and grade east of Wendover, on a \$2,600,000 contract, and Healy-Hess Construction, joint venture, has a \$4,000,000 contract to complete the project to Knolls.

Thirty-five rigs, each including a rubber-tired tractor pulling two belly dump trailers, form a continuous moving chain from the borrow pit at the foot of the mountains north of Wendover to the job site.

Set Vacation, Holiday Pay Changes

continued from page 7

RATES PER HOUR—Effective Dates

6-15-68	1-1-69	6-15-69	1-1-70	6-15-70	1-1-71
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Engineer required when more than 200 degree swing); Derricks (2 operators required when swing engine remote from hoist); Derrick Barges (except excavation work) (deck engineer and Assistant to Engineer required); Do-Mor Loader and Adams Elegrader; Elevating Grader Operator; Euclid loader and similar types (Assistant to Engineer required); Rubber-Tired Scraper, Self Loading (paddle wheels, etc.); Heavy Duty Rotary Drill Rigs (including caisson foundation work and Robbins type drills) (Assistant to Engineer required); Koehring Skooper (or similar) (Assistant to Engineer required); Lift Slab Machine (Vagtborg and similar types); Loader (2 yards up to and including 4 yards); Locomotive (over 100 tons) (single or multiple units) (Assistant to Engineer required); Multiple Engine Earth-moving Machine (Euclids, Dozers, etc.) (no tandem scraper); Power Blade Operator (move to Group 10A effective 6-15-69); Pre-Stress Wire Wrapping Machine; Shuttle Car (Reclaim Station); Soil Stabilizer (P&H or equal); Sub grader (Gurries or other automatic type) (Assistant to Engineer required); Track laying type—Earth Moving Machine (single engine with tandem scrapers); Tractor, Compressor Drill comb. (Assistant to Engineer required); Train Loading Station; Vacuum Cooling Plant; Single Engine Scraper over 45 yards; Whirley Crane (up to and including 25 tons).

GROUP NO. 10A** (Present Wage \$6.02)

\$6.30	\$6.53	\$6.81	\$7.02	\$7.28	\$7.54
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Cranes (not over 25 tons, hammerhead and gantry) (Assistant to Engineer required); Power Blade Operator (effective 6-15-69); Power Shovels, Clamshells, Draglines, Backhoes, Grad-alls (up to and including one (1) cu. yd. m.r.c.) (Assistant to Engineer required).

GROUP NO. 11 (Present Wage \$6.15)

\$6.42	\$6.63	\$6.90	\$7.11	\$7.38	\$7.65
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Automatic Concrete Slip Form Paver (Gradesetter, Screedman and Assistant to Engineer required); Automatic Railroad Car Dumper; Canal Finger Drain Backtiller (Assistant to Engineer required) (in addition to the above there shall be two (2) Group 7 Operators); Canal Trimmer (two (2) Assistants to Engineer required); Rubber Tired Earth Moving Machines (multiple propulsion power units and two or more scrapers) (up to and including 75 cy "struck" m.r.c.); Highline Cableway (over 5 tons); Loader (over 4 yards, up to and including twelve (12) cu. yards); Power Shovels, Clamshells, Draglines, Backhoes, Grad-alls (over 1 yd. and up to and including 7 cu. yds. m.r.c.) (Asst. to Engineer required) (2 Assts. to Engineer required on 120-B similar or larger); Self-propelled Compactor (with multiple propulsion power units); Slip Form Paver (concrete or asphalt) (1 operator and 2 screedmen); Tandem Cats; Trencher (pulling Attached Shield) (Assistant to Engineer required); Tower Cranes Mobile (Asst. Engineer required); Single Engine Rubber Tired Earth-Moving Machine (with tandem scrapers); Cranes (over 25 tons) (Asst. to Engineer required); Universal Liebherr and Tower Cranes (and similar types) (in the erection, dismantling and moving of equipment there shall be an additional Operating Engineer at Group 8 rates); Wheel Excavator (up to and including 750 cu. yds. per hour) (Assistant to Engineer required); Whirley Crane (over 25 tons).

GROUP NO. 11A (Present Wage \$6.765)

\$7.06	\$7.30	\$7.59	\$7.83	\$8.12	\$8.41
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Loader (over 12 cu. yds., up to and incl. 18 cy); Rubber Tired Multi-Purpose Earthmoving Machines (Two (2) units over 75 cy "struck" m.r.c.); Power Shovels and Draglines (over 7 cu. yds. m.r.c.) (Assistant to Engineer required; an additional Assistant to Engineer is required if the Shovel or Dragline is electrically powered); Band Wagons (in conjunction with Wheel Excavator); Wheel Excavator (over 750 cu. yds. per hr. (Two (2) Operators and One (1) Assistant to Engineer required; any additional assistance shall be by Assistant to Engineer).

GROUP NO. 11B

\$7.22	\$7.46	\$7.76	\$8.00	\$8.30	\$8.60
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Loader (over 18 cu. yds.).

GROUP NO. 11C (Present Wage \$7.06)

\$7.37	\$7.62	\$7.93	\$8.18	\$8.49	\$8.80
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Operator of Helicopter (when used in erection work); Remote controlled earth moving equipment (No one

operator shall operate more than two (2) pieces of earth-moving equipment at one time).

4. Booms.

	Per Hour
Booms of 80 ft. up to, but not including 130 feet...	\$.20
Booms of 130 ft. up to, but not including 180 feet...	.35
Booms of 180 feet and over50

5. Working Suspended.

The straight-time hourly wage rate of an Employee in any classification who works suspended by a rope or cable shall be twenty-five (25¢) cents added to the straight-time hourly wage rate set out in A, 3, of this Section 7 and such increase in the straight-time hourly wage rate shall apply for the full shift.

6. Tunnels, etc.

Employees working in tunnels or adits shall receive twelve and one-half (12½¢) cents per hour in addition to their straight time hourly wage rate set out in A, 3, of this Section 7 and it shall be the Employees Underground straight time hourly wage rate. Employees working within shafts, stopes and raises shall receive twenty-five (25¢) cents per hour in addition to their straight time hourly wage rate set out in A, 3, of this Section 7 and it shall be the Employees Underground straight time hourly wage rate.

7. Additional Responsibility.

Paragraphs (a) and (b)—No change.

(c) A party consisting of three (3) or more men shall include a "Chief of Party."

(d) On a large project using several small parties and having a "Chief of Party," on the job site and in charge of the small parties, each small party shall have an "Instrument Man" or "Chief of Party" as one of the members of the small party.

B. Registered Apprentices—No change.

MASTER AGREEMENT OTHER THAN GENERAL FOREMAN

No change except:

5. Wages.

Foremen, other than General Foremen, Shifters, Heavy Duty Repairman Foremen and Master Mechanics (Heavy Duty) shall receive:

\$6.67 per hour, beginning 6/15/68, and
\$7.13 per hour, beginning 1/ 1/69, and
\$7.65 per hour, beginning 6/15/69, and
\$7.86 per hour, beginning 1/ 1/70, and
\$8.13 per hour, beginning 6/15/70, and
\$8.40 per hour, beginning 1/ 1/71,

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

JOB PLACEMENT REGULATIONS—APPENDIX A

The Job Placement Regulations have been amended to conform to the changes in the Master Agreement.

In addition certain administrative changes have been made as follows:

(C) Employees who are laid off because a job or project is temporarily shut down because of weather, lack of material or other reasons beyond the control of the Individual Employer and who do not accept a dispatch to a job other than one to which the "short duration" rule has applied shall, on the resumption of the job or project within six (6) calendar months of its being shut down, be dispatched to such job or project as called for by the Individual Employer by name.

In the event such recalled Employee is on the job without a current dispatch, the Individual Employer shall, on the day such recalled Employee reports on the job or project, notify the San Francisco Job Placement Center by mailing to it a form supplied by the Job Placement Center, signed by such Individual Employer or such Individual Employer's senior representative on the job or project, stating that the named Employee was laid off by such Individual Employer within the preceding six (6) consecutive calendar months and that, so far as the Individual Employer knows, the named Employee has not accepted a dispatch to a job or jobs, other than a job or jobs to which the "Short Duration Rule" applies since the Employee's lay-off.

An Employee whose last employment was of "short duration" shall be restored to his original place on the list, or lists, on which he was registered at the time of his last dispatch, provided he notifies the respective Job Placement Center(s) of his availability for work not later than noon of the day following the termination of such employment.

Any Employee lawfully withdrawn or lawfully refusing to perform work on any job or project shall have the right, upon termination of the withdrawal or refusal to perform work to return to active employment on such job or project. If withdrawn, he shall notify the Job Placement Center of the name of the Individual Employer for whom he is returning to work before returning to work.

APPENDIX B

Vacation and Holiday Pay Plan

This plan has been amended to provide for payments at 6 months' intervals, July 15 and January 15, instead of yearly.

STEEL FABRICATORS' & ERECTORS' COUNCIL AGREEMENT

This Agreement is now an Addendum to the Master Agreement. However, the terms of the old Steel Fabricators' & Erectors' Council Agreement shall remain in effect until October 1, 1968. Effective October 1, 1968, the day after Thanksgiving Day shall replace Admission Day in the above mentioned holidays,

and

Employee(s) manning hoisting equipment and Employees working as Heavy Duty Repairmen working under the terms of this Addendum shall have their straight time during the second (2nd) and subsequent weeks of employment reckoned by five (5) straight time days per week, Monday through Friday, for which forty (40) hours shall be paid, except in a week in which there is inclement weather, and except as otherwise provided in this paragraph 2. In a week in which there is inclement weather the above guarantee shall not be applicable, but an Employee shall be afforded the opportunity to earn the equivalent of twenty-four (24) hours' pay at the applicable straight time rate. This guarantee shall not apply to re-bar work or on jobs under 50 tons. In any week in which a holiday set forth in Section 3 of this Agreement is observed, the above guarantee shall be reduced to four (4) straight time days, for which thirty-two (32) hours shall be paid. Any time worked on such holiday shall be in addition to such thirty-two (32) hours. A break in the continuity of employment of three (3) days or less shall not result in an Employee being returned to a first week of employment status.

All premiums remain the same until October 1, 1968, then in accordance with the Master Agreement.

Subsistence goes to \$9.50 January 1, 1969, and July 1, 1969 to \$10.00.

The wages remain the same until October 1, 1968, and thereafter.

CLASSIFICATIONS

6-15-68	1-1-69	6-15-69	1-1-70	6-15-70	1-1-71
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GROUP NO. 1 (Present Wage \$4.925)

\$5.14	\$5.31	\$5.52	\$5.69	\$5.90	\$6.11
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Assistant to Engineer (Oiler); Rear Chainman (Effective October 1, 1968 delete).

GROUP NO. 2 (Present Wage \$5.135)

\$5.36	\$5.54	\$5.76	\$5.94	\$6.16	\$6.38
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Assistant to Engineer (Truck Crane Oiler); Compressor; Rodman, Head Chainman; Generator, gasoline or diesel driven (100 k.w.).

GROUP NO. 3 (Present Wage \$5.675)

\$5.93	\$6.13	\$6.38	\$6.58	\$6.83	\$7.08
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Compressors, Generators and/or Welding Machines or Combination (2 to 6) (Over 6 additional Engineers required); Deck Engineer; Instrument Man; Signalman (using mechanical equipment); Fork Lift.

GROUP NO. 4 (Present Wage \$5.785)

\$6.04	\$6.24	\$6.49	\$6.69	\$6.94	\$7.19
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Heavy Duty Repairman; Tractor Operator.

GROUP NO. 4A (Present Wage \$5.93)

\$6.19	\$6.40	\$6.66	\$6.87	\$7.13	\$7.39
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Combination Heavy Duty Repairman-Welder.

GROUP NO. 5 (Present Wage \$6.20)

\$6.47	\$6.69	\$6.96	\$7.18	\$7.45	\$7.72
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A-Frame or BoomTruck; Boom Cat; Chicago Boom; Crawler Cranes and Truck Cranes (15 tons m.r.c. or less) (Assistant to Engineer required); Self-propelled Boom type lifting device (Assistant to Engineer required, except on 10 tons m.r.c. or less); Single Drum Hoist; Tugger Hoist; Chief of Party.

GROUP NO. 6 (Present Wage \$6.45)

\$6.73	\$6.95	\$7.23	\$7.45	\$7.73	\$8.01
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Crawler Cranes and Truck Cranes (over 15 tons m.r.c.) (Assistant to Engineer required); Derricks (2 operators required when swing engine remote from hoist); Highline Cableway (Signalman required); Tower Cranes Mobile (Assistant to Engineer required); Universal Liebherr and Tower Cranes (and similar types) (in the erection, dismantling and moving of equipment, there shall be an additional Operating Engineer); Two or more Drum Hoist.

Highest Earth-Fill Dam Dedicated

By HAROLD HUSTON, W. R. WEEKS, DAN CARPENTER and DOUG FARLEY

DEDICATION OF OROVILLE DAM—On May 4, 1968, Governor Ronald Reagan dedicated one of the man-made wonders of the world—the OROVILLE DAM. This marked the completion of the world's highest earth filled dam, and the most important part of the California Water Project. The event was attended by more than 100 dignitaries from throughout the United States, including Earl Warren, chief justice of the supreme court and former California governor. Senator Kuchel was also on hand for the ceremonies.

The program for the four day festivities was varied and interesting, including the crowning of Miss Oroville, a sailby on Lake Oroville, a dedication parade, fireworks display at the dam, boat races on the Feather River, a mammoth Civic Luncheon, and numerous other activities to celebrate the dedication of the dam that will provide the people of California with 4.2 million acre feet of water a year.

42 MILLION IN PROPERTY ACQUIRED TO BUILD THE PROJECT—To build the Feather River Project, the *State of California* has had to acquire more than \$42 million worth of property, including everything from 5,000 acres of rocks to a railroad and a 60 year old powerhouse. All told, more than 47,000 acres of land in 946 parcels are required. To date, the state has acquired 832 of these—valued at \$41 million.

Biggest single purchase was PG&E's Big Bend Powerhouse, built in 1908, on the North Fork Feather River. The powerhouse, now beneath the waters of Lake Oroville, cost the state \$25 million. The powerhouse was constructed by the Great Western Power Company to provide energy to run the Oakland streetcar system. At the time of its construction it was the largest hydroelectric plant in the West.

The 5,000 acres of dredger tailings—located southwest of Oroville were required to provide material for the dam embankment. After years of haggling, the state acquired the 18 mile Feather River Railway from Georgia-Pacific Corp. The rail line threaded its way up the South Fork Canyon to Georgia-Pacific's mill at Feather Falls. Of the total acreage required, 33,838 are for the project itself, another 545 acres are in easements, 2,680 acres are for recreation development, 1,785 are in excess land and 8,242 acres are federal lands included in the project's Federal Power Commission license.

DAM PROJECT WAS LARGEST SINGLE NON-DEFENSE CONTRACT LET IN U.S.—In April, 1962, bids were called for the largest single non-defense contract ever to be awarded in the United States—the construction of Oroville Dam. State engineers estimated the dam would cost more than \$130 million. They were pleasantly surprised on July 25, 1962, when Oro-Dam Constructors, a combination of eight eastern construction firms said it would build the project for \$120,863,333—\$10 million below the engineer's estimate. Included in the contract was the construction of a 735 foot high dam of clay

and rock, drilling of a diversion tunnel beneath the dam site and construction of the Thermalito Diversion Dam.

Firms joining forces to build the giant dam were: Oman Construction Co., Nashville, Tenn.; Codell Construction Co., Winchester, Ky.; R. P. Farnsworth and Co., Inc., New Orleans, La.; R. B. Potashnick, Cape Girardeau, Mo.; Wright Contracting Co., Columbus, Ga.; McDowell Co., Inc., Cleveland, Ohio; Hardaway Contracting Co., Columbus, Ga.; and Merritt, Chapman and Scott Corp., New York, N. Y.

Named as construction manager to oversee building of the project was J. Rodney Mims, then 40 years old. Mims, a 20 year veteran of the heavy construction industry, as an executive of Oman Construction Co., the lead company in the joint venture.

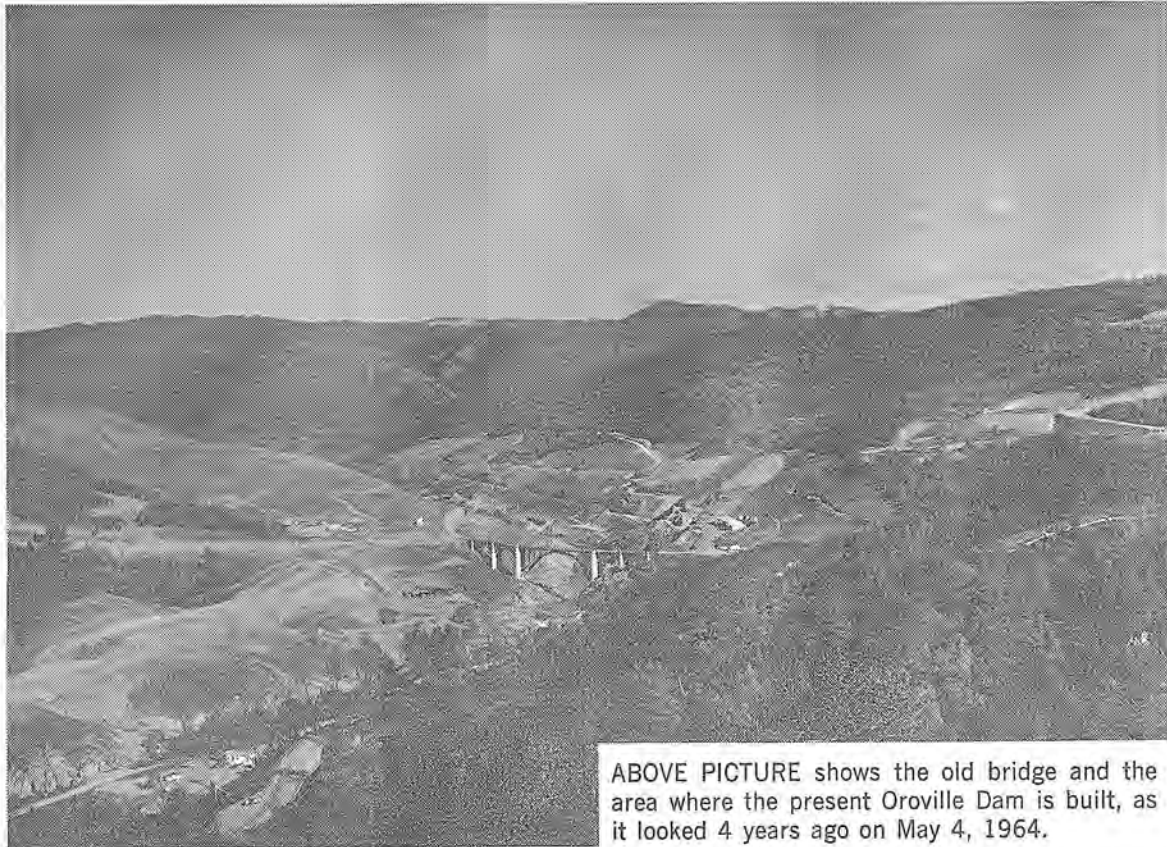
WORK GETS UNDERWAY—Much work was already underway by the time Oro-Dam began operations in August, 1962. Relocation of the Western Pacific Railroad's main line through the Feather River Canyon was nearly finished, and the relocation of the Feather River Highway and the drilling of Diversion Tunnel No. 1 were well underway. The first job facing the contractor was the clearing of the land surrounding the dam site and construction of access roads. One problem facing the dam builders was the method to be used to transport more than 160 million tons of rock and clay 11 miles to the dam site. Three alternatives were available—trucking the material to the dam, transportation via conveyor belt, or construction of a railroad.

Late in 1962, company officials decided in favor of the railroad. Lower maintenance costs coupled with the greater salvage and resale value of the railroad and its equipment at the conclusion of the project were major factors in the decision. In 1963 work began in earnest. Frazier-Davis, contractor for Diversion Tunnel No. 1, began drilling Diversion Tunnel No. 2 under a sub-contract from Oro-Dam in January.

CREWS DRILLING—Construction crews were also drilling down to bedrock to excavate the foundation of the concrete core block, the dam keystone around the top which millions of yards of earth would be placed. Placement of concrete in the core block began in April, 1963. Because of official temperature requirements in the placement of large quantities of concrete, the materials were refrigerated in five large storage tanks before mixing. When the concrete arrived at the coreblock it was a uniform 50 degrees.

In September, 1963, the first rock was placed at the dam, behind the then nearly completed core block. More than 12,000 cubic yards of material were placed, most of it in small quantities, to fill "cavities" in the streambed behind the coreblock. The coreblock was completed in December, 1963, four months ahead of schedule. In January, 1964, workmen began assembling a giant "bucket-wheel excavator," fabricated in Germany, in the borrow area south of Oroville. The machine, capable of digging 3,400 cubic yards of material per hour, would provide the bulk of materials for the dam embankment.

FIRST TRAIN DEPARTED—On October 1, 1963, the first trainload of rock departed from the



ABOVE PICTURE shows the old bridge and the area where the present Oroville Dam is built, as it looked 4 years ago on May 4, 1964.

borrow area for the dam—marking the start of a four year period of almost continual operations that climaxed October 6, 1967, when the final 100 tons of material were placed on the embankment.

During the four years, three 40 car trains traveled between the borrow area and the dam. The trips started beneath one of four loading stations—three of them providing rock and the fourth providing clay. The trains were loaded in a matter of minutes. When they reached the dam site, a giant unloader took hold of two cars at a time, tipped them over and dropped their cargo into a four story underground pit. Unloading of a train was accomplished in a matter of minutes—without ever uncoupling the cars. From the underground pit the material fell onto a conveyor belt and was transported across the river to a storage pile. There, as needed, it was released onto another conveyor belt running beneath the pile and transported to a truck loading hopper atop the dam embankment.

TWO AT A TIME—Two 100 ton bottom-dump "Athey" wagons could be loaded simultaneously from the hopper to transport the material and place it on the embankment. Early in 1964, one year ahead of schedule, work was commenced on the Thermalito Diversion Dam. In July, 1965, five members of the Oro Dam Constructors joined together as Oro-Pacific Constructors and with George P. Farnsworth, New Orleans, won a \$12.2 million contract for construction of the Dam Spillway. That project was completed in July, 1967. Twice during construction the height of Oroville Dam was increased to bring it to its final height of 770 feet.

The first time was in 1964, during excavation to bedrock downstream from the coreblock. In designing the spillway, engineers found they would have to go 28 feet deeper in one location to reach bedrock and the height of the dam increased to 763 feet. In designing the spillway, engineers found in 1965 they could cut down on its cost by increasing the height of its gates seven feet and decreasing its width. Correspondingly, another seven feet was added to the crest of the dam and it grew to its present designed height of 770 feet.

OROVILLE DAM RANKS HIGH IN LIST OF BIGGEST DAMS—Aside from being the highest dam of any kind in the United States, Oroville Dam ranks high on the list of record-setting dams. In a listing of dams compiled by the International Commission on Large Dams, the 770 foot high earthfill embankment is ranked as the sixth highest dam of any kind in the world. The two highest dams in the world, both in Russia, are under construction. They are Inguri Dam, a 988 foot concrete structure, and Nurek Dam, a 984 foot high earthfill structure.

In a listing of completed dams, however, the Oroville embankment would rank as the highest earthfill dam in the world, and the fourth highest of any type. In terms of volume, or total cubic yards of material, Oroville Dam ranks third, behind Fort Peck and Oahe Dams, both in the United States. The Fort Peck embankment is a mile-long low dam that utilized 125 million yards of material. Oahe utilized 92 million cubic yards and Oroville contains 81 million. Fourth in the rankings is the San Luis Dam, the second major dam in the State Water Project, with 78 million cubic yards. When it is completed, Oroville Dam's neighbor, Bullard's Bar Dam on the Yuba River, will take its place as the fifth highest dam in the United States.

DIVERTING OF RIVER DISCLOSED BEDROCK POKED WITH GOLD—In the pre-dawn hours of November 14, 1964, miners holed through the 35 foot tunnel that was to divert the Feather River out of its bed and around the dam site. The diverting of the water bared the bedrock of the stream and glittering flecks of yellow-real gold dust, flakes and nuggets. The exposed placer gold lay in sand and gravel caught in cracks and crevices in the bedrock. For untold years it had been washing down the river from its forming place in lode areas. Exposing of the gold called for a highlevel decision on whether it would be financially worthwhile for the state to suspend work on the dam long enough to extract the valuable metal. Since there was no firm estimate on the total amount of the gold, the decision was made to "build the dam." All persons not connected with the

project were barred from the area as the work on building the dam, uninterrupted by the gold find, went on schedule. But during lunch hours, before and after work shifts and on days off, the dam workers turned prospectors and the river bed suddenly blossomed with "hard hats." Many even got used as gold pans. Picks and pans in the back of pickup trucks driven by the dam workers became common sights. In the river bed, such advanced mining tools as pocket knives and tweezers were used to pick the specks from the crevices.

Reports filtering out were that some comparatively rich pockets were picked of their tiny flakes and minute dust. And there were reports, most discounted as rumor, of individuals finding large nuggets. One rumor had it that one of the workers accumulated three and a half pounds of gold, worth, depending on whether his pound had 12 or 16 ounces, \$1,470 or \$1,960. The contractor had little to say about the situation, being forbidden by the clause in the contract to attempt any recovery of the gold, and the State Department of Water Resources, charged with overseeing the dam building, was content.

GIANT POWERHOUSE LARGEST OF KIND—From its mighty dam to its towering bridges, the Feather River Project provides a long list of superlatives. Included in the list is the giant underground powerhouse beneath Oroville Dam—a master piece of engineering and construction. Although its gothic proportions are now masked behind layers of concrete, the giant cavern carved out of solid rock gave the powerhouse a cathedral appearance.

More than 550 feet long and more than 150 feet high from invert to the top of its sweeping arch, the profile of the cavern was almost as large as that of the State Capitol Building in Sacramento. The cavern and the penstock intake structure above ground were built by a joint venture of McNamara Ltd. of Canada and George A. Fuller Co., N. Y., at a cost of \$26 million. While its generators are small by comparison with standard hydroelectric facilities such as those at Hoover Dam and similar projects, the underground powerhouse is unique in the U.S.

see OROVILLE page 19

Oroville Dam

continued from page 18

UNIQUE STRUCTURE—The penstock structure, protected by glittering stainless steel trash barriers, is so constructed that water may be drawn from Lake Oroville at varying depths—and varying temperatures — providing downstream water users with “hot or cold running water.” The penstock intake structure was designed to provide warm water to meet agricultural irrigation needs and colder water to meet fish enhancement needs. In addition, three of the powerhouse’s six turbine generators are reversible and may be used as pumps to recirculate water back into Lake Oroville. The operation works this way: Water is drawn from Lake Oroville through the six generators and is released back into the river. Approximately 3½ miles downstream the river is spanned by the Thermalito Diversion Dam. There, just 400 cubic feet of water per second is allowed to continue downstream through the river channel.

DIVERTED TO CANAL—The rest, released at the rate of 17,000 cubic feet per second, is diverted into a concrete lined canal—the largest of its kind in the nation—and is carried two miles to the West to the Thermalito Afterbay, still farther to the West. One of the units in this power plant is also reversible.

Essentially, electric power is sold at two prices. One price is charged for power purchased during “off peak” (night-time and weekends) hours and a higher price is charged during “peak hours.” The two plants will produce power during the “peak” hours.

During “off-peak” hours, the state will purchase lower-cost power, reverse the units and pump water back out of the afterbay, through the forebay and power canal back to Oroville Dam where it will be pumped back into the lake to be used again.

OPERATION IN TANDEM—Operated in tandem, the two powerhouses will produce 2.8 billion kilowatt-hours of energy per year—enough to meet the needs of a city of one million people. Under contracts signed last November, the State will receive a minimum of \$16.5 million annually from the sale of the power. While the powerhouse is magnificent in its concept, its construction was marred by lengthy delays, labor disputes and costly change orders that raised the price by more than \$8 million. At the same time the contractors compiled one of the best safety records on any phase of the State Water Project. Of the 21 fatalities in construction of the Feather River Project, none occurred on the powerhouse project.

Bids were opened May 15, 1963, in Sacramento. McNamara-Fuller was low bidder at \$18,341,880. The contract was awarded to the joint venture within a month and work began in the early summer.

FINALLY COMPLETED—Excavation of the powerhouse was completed in May, 1966, 18 months behind schedule. By rescheduling of other work connected with the powerhouse, the state will still be able to meet its April, 1969, commitment for the delivery of a “firm” power from the project, the contractor escalated its work schedule and the state rescheduled other portions of the work.

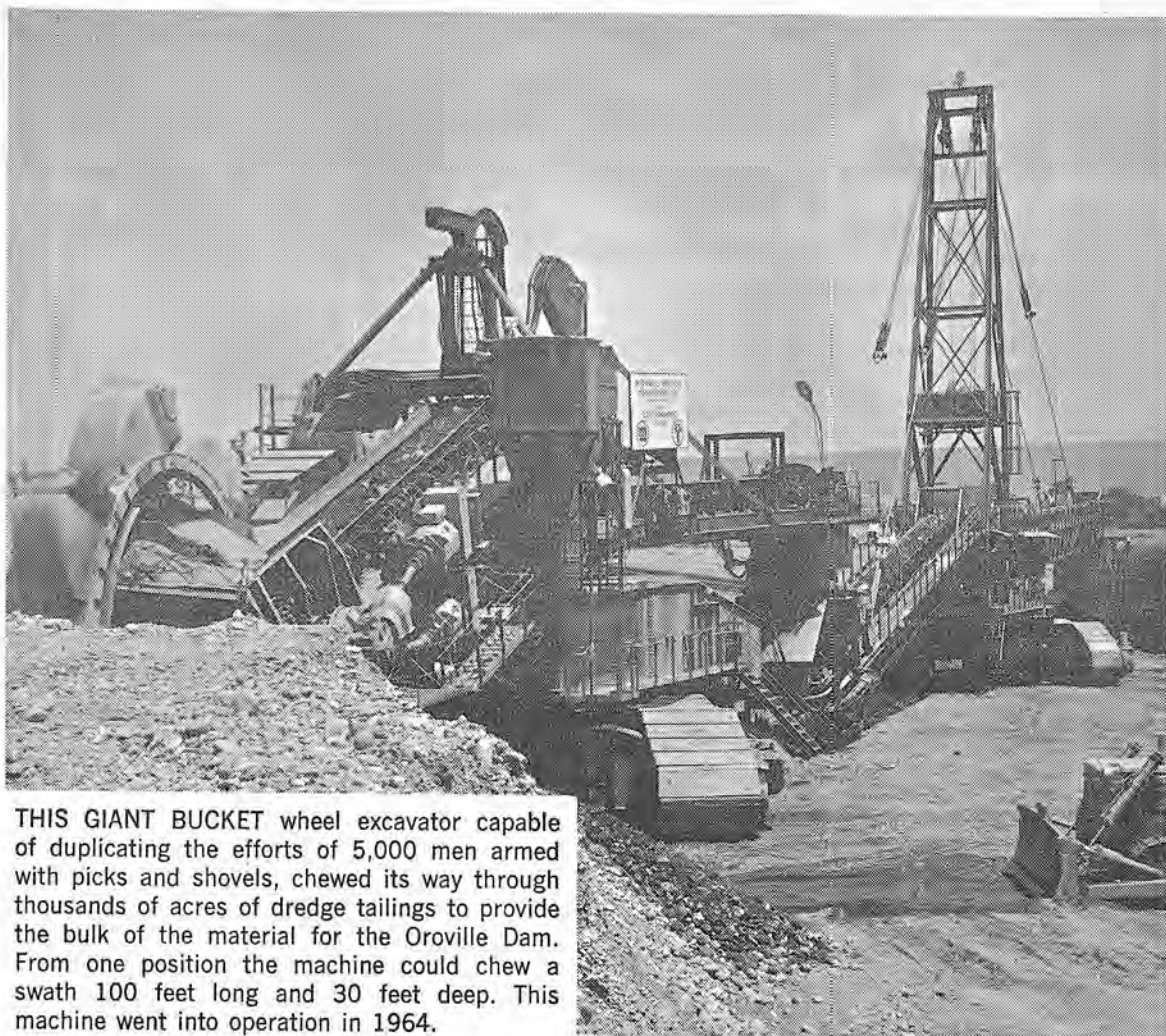
3.2 MILLION FACILITY HATCHERY SAVES SALMON DOOMED BY OROVILLE DAM

—To insure that sportsmen and particularly fishermen—will find Lake Oroville and its environs productive and to create a new industry both here and in areas not too distant from Oroville, as part of the Oroville Dam and Lake complex, the State Department of Water Resources included in its original plans the building of a fish hatchery. The hatchery, now in operation, is run by personnel of the state Fish and Game department and, at a cost of \$3.2 million, serves the main purpose of caring for that portion of the steelhead and king salmon runs which formerly spawned on the Feather River above the site of the dam. The runs consist of some 5,000 spring run salmon, 4,000 fall run salmon and about 2,000 steelhead. Of vital importance to the community, these spawners provide hundreds of anglers with thrills and sport year after year during their run to the Pacific Ocean and return each year.

Great adversaries, these salmon and steelhead are highly prized among fishermen. Thus, of necessity, the building of the dam had to include consideration for the fish.

Above the hatchery proper is the “Fish Barrier Dam” which prevents fish from continuing upstream and guides them into the fish ladder, a 2,017 foot long rise complete with an underwater viewing chamber where spectators can view at close range the ready-to-spawn fish. Completing the long climb, the fish enter a “gathering tank” located at the head of the fish ladder where, by mechanical means, they are moved into another tank where an anesthetic is administered and they are then moved into the spawning building proper. In the spawning building the anesthetized fish are sorted for species, sex and spawning maturity. Those determined to be not ready for spawning are routed to either one of the four outside circular holding tanks where they are kept until ready to spawn, or to the spawning channel. Fish determined ready to spawn are killed and the eggs taken from them for hatching. The gathered eggs are taken into the hatchery building which has a capacity of 15 million eggs. The eggs are placed in incubator trays and, after hatching, the young fish are moved into one of the 48 rearing ponds where they are given careful care until ready for release into the Feather River.

The “Spawning Channel” will accommodate 600 male salmon and a like number of females which have a potential of providing 3 million eggs. Here they are allowed to spawn naturally, much as if they were in the river channel proper. Nests are dug into the gravel by the female and as she deposits her eggs they are fertilized by the male. After some 60 to 90 days, the young fish emerge from the gravel and start their downstream migration from the channel to the river and then to the ocean where they will spend three or four years before returning to the Feather River to spawn at which time the whole process is repeated. A fascinating fish, the salmon, despite its abundance here and in the north, little is known about it other than that it will return to the place of its origin.



THIS GIANT BUCKET wheel excavator capable of duplicating the efforts of 5,000 men armed with picks and shovels, chewed its way through thousands of acres of dredge tailings to provide the bulk of the material for the Oroville Dam. From one position the machine could chew a swath 100 feet long and 30 feet deep. This machine went into operation in 1964.

FOUR MEN DIED IN FLAMING COLLISION — Tragedy struck the Feather River Project at 9 p.m. on October 7, 1965. In the grinding collision of two fill material hauling trains and the fireball that engulfed them, four men lost their lives in the most costly accident in the eight year history of the project. Throughout construction of the project Oro-Dam Constructors had used powerful locomotives pulling 40 car trains to haul rock and clay 11 miles to the dam site. On that fateful October night, two of the three trains that ran almost constantly throughout construction rammed head on at the south portal of a tunnel about two miles upstream from the Thermalito Diversion Dam. The tunnel was on the former mainline of the Western Pacific Railroad, which had been relocated to carry the railroad’s transcontinental freight and passenger trains around Lake Oroville.

A portion of the mainline—from the diversion dam to Oroville Dam, was used by Oro-Dam Constructors. The southbound train had just completed its unloading at the dam site and was on its way back to the borrow area. The northbound train, loaded with 40,000 cubic yards of rock, was laboring toward the dam. Under normal operations the southbound train would have cleared the tunnel and pulled onto a siding to await the passing of the northbound train. Something went wrong that night. Either the empty train was late or the northbound train was early. What exactly happened may never be known. There were no witnesses to the accident and all four crewmen on the trains were killed.

But state and contractor officials theorize that locomotives on the southbound train had just cleared the portal of the tunnel when they were rammed head on by the northbound train. In the grinding collision the lead engine of the empty train was lifted from its tracks, shearing off the cab of the northbound lead engine, and was wedged into the arched portal of the tunnel. Killed in the mishap were: George Boates, 70, of Stockton; Fred Woolard, 50, of Marysville; Joseph Pickney, 51, of Paradise, and Paul Callahan, 32, of Gridley. Two of the victims

were trapped in the wreckage of their locomotives, a third was found inside the tunnel and the fourth had apparently tried to leap from an engine but was crushed between two hopper cars.

Using equipment borrowed from Western Pacific, contractor’s crews immediately went to work clearing away the debris. It was not until six days later, on October 13, that trains again began running between the borrow area and the dam. State safety inspectors ordered that only one train would be in operation at a time until their investigation was completed. A hearing into the accident, conducted by the State Industrial Accident Commission, was held behind closed doors. The examiner’s findings have never been made public. Before the train was put into full operation again, changes were ordered in the signal system, and improvements in the radio communications system.

NEW ROADS, RAILS COST \$66 MILLION—The relocation of roads and Western Pacific Railroad tracks cost a combined \$66.6 million. The dam project provided the county with 37.6 miles of new roads, and six new bridges. It made necessary the relocation of 22.94 miles of Western Pacific track, which included digging five new tunnels a total of 21,199 feet—a little more than four miles.

TOURIST ATTRACTION — The Bidwell Bar Bridge spanning the Middle Fork is already a tourist attraction. The \$4.4 million suspension bridge was constructed by the Bethlehem Steel Corporation. Its length is 1,778 feet, its maximum span 1,108 feet, and its height above what once was the stream bed of the Feather River is 627 feet. The bridge, completed in 1965 and appropriately dedicated, is one of two on the Oroville-Quincy Road. The other, Canyon Creek Bridge, is to the north. It was built at a cost of \$860,000 by the Piombo Construction Co. The Oroville-Quincy Road skirts the shoreline of the North Fork of Lake Oroville, and provides a scenic, fast route between Oroville and the Lake Madrone area. It provides the chief access to thousands of virgin acres already being sought by developers. Two large developments are being planned for Mt. Rachel and

Bloomer Mountain, and the water system to serve them has already been installed. The road cost \$7 million to relocate. Piombo Construction Company ran into considerable difficulties with earth slides. Expensive bin walls had to be used to reinforce the earth, and the state was forced to approve a number of change orders. The contractor still has a number of claims pending with the county and state. The project was one of concern to both state department of water resources and county officials from the beginning. The state finally agreed to pay any additional costs. The state agreed also to maintain all of the bridges, which could have been a costly item for property taxpayers.

Another scenic route, constructed as part of the Oroville Dam project, was the Feather Falls Road. It features the B. Abbot Goldbert Bridge, named after a Sacramento judge, but more popularly known locally as the Enterprise Bridge. It is a steel cantilever structure spanning 300 feet above the stream bed and constructed at a cost of \$2.5 million. The road, which replaces a portion of the Forbestown and Lumpkin roads extends east from the Oroville-Quincy Highway, around the south shore of Lake Wyandotte, gracefully curves down to the South Fork Canyon, goes across upstream from the old community of Enterprise, and ties back into the old Feather Falls Road. Another feature of the Water Project road construction was the West Branch Bridge on Highway 70. The top deck of the 576-foot bridge serves automobile traffic, while the lower carries Western Pacific trains in and out of two connecting tunnels.

The other two bridges serve only train traffic. The Feather River Bridge of plate girder construction is located above the Thermalito Diversion Dam at a cost of \$1.29 million by John C. Gist—completed in March, 1960. Remaining is the North Fork Bridge, which is of concrete-arch construction. The work was completed by Pacific Bridge Co. in June, 1960. It’s length is 1,011 feet and it is 162 feet above the streambed.



By AL HANSEN

UTAH DREDGING—awarded the Sacramento Deep Water Ship Channel Maintenance dredging—750,000 cubic yds.—work to be performed consists of mobilization and demobilization of equipment, dredging of the Sacramento Deep Water Ship Channel at various sites from the Harbor at Sacramento to near Collinsville, and disposal of dredged material. Dredging quantities approximately 701,000 cu. yds. dredged by regular methods and approximately 35,800 lin. feet to be dredged by the sweeping method. Time completion: 300 calendar days.

SHELLMAER CO.—awarded Maintenance Dredging at Bodega Bay—100,000 cubic yards—the work consists of dredging approximately 100,000 cu. yds. from the existing channel and turning basin and disposal of dredged material in the designated disposal area. Completion time: 75 calendar days.

Purchase of 26½ acres of the Francisco tidelands on Bolinas Lagoon has been completed for \$42,950. The property will be used eventually for recreation, marina development and access to the lagoon. The land lies on the west side of the lagoon, fronting on the west channel. A study of the lagoon channel mouth will be conducted by the U. S. Geological Survey. A cable will be stretched across the channel and boats will be working in the channel. Navigation warnings will be posted near the date.

Corte Madera Flood Contract Awarded: A \$2,513,508 contract for flood protection work on Corte Madera Creek was awarded recently to Elmer J. Freethy by the Army Corps of Engineers. The contract, second in a series of three and which is to be completed by Oct. 1, 1969, calls for construction of 4,000 feet of earth channel and 2,000 feet of concrete channel on the creek. Preservation and, where possible, enhancement of the natural environment will be a major consideration of the contractor. The contract specifies wooden guards for protection of members of the species of acacia, eucalyptus, elm and lombardy poplar to be preserved. About three-fourths of the trees in the area will be saved. An additional 2,000-foot concrete channel will be built to control flows on Tamalpais Creek according to present plans.

Conservation-Developer Tussle over harbor dredging plans—like most such cases, it isn't all black and white. The people who want to develop the lagoon—the Bolinas Harbor District Board, contend that without some development, including enough commercial activity to support it, the lagoon is doomed to disappear in a few years by natural erosion and filling. The conservation group of Marin says there is no proof that the lagoon is in danger from nature, only from the proposed development. Is the lagoon disappearing? Would the harbor development plan ruin the lagoon? Everyone has an opinion but no one knows yet. The disagreement started two years ago, when harbor district consultant Norman T. Gilroy presented his \$22 million master plan for the lagoon. It called for dredging 2.5 million cubic yards of mud, building a 1,600-boat marina, restaurants, heliport, hotel and shopping mall, and increasing the open water area from 200 to 450 acres. The supervisors and the harbor commissioners may work out a modus vivendi.

Jobs Coming Up:

Maintenance Dredging, Suscol Spillway, Oakland Inner Harbor. The work consists of clamshell dredging, approximately 12,000 cubic yards of silt and bay mud from Oakland Inner Harbor, vicinity of Suscol Spillway and Fruitvale Avenue Bridge and disposing dredged material in a designated disposal area in San Francisco Bay. As this goes to press, we learn that Olympian Dredging was the only bidder—however, this has not been let as yet!

Maintenance Dredging, Point San Pablo. The work consists of dredging approximately 41,000 cubic yards of material (shoaling since the area was last dredged) from San Pablo Bay east of Point San Pablo and disposing dredged material in a designated disposal area in San Pablo Bay. As this goes to press, we learn that Olympian Dredging Co. has received the job. Time of completion: 30 calendar days.

Maintenance Dredging, Petaluma River. The work consists of dredging approximately 250,000 cubic yards of material (shoaling since the river was last dredged) from the Petaluma River in the vicinity of the City of Petaluma, and disposing of dredged material in designated disposal areas adjacent to the river. Time of completion is 120 calendar days.

Maintenance Dredging, Oakland Inner Harbor. The work consists of dredging approximately 400,000 cubic yards of materials from designated portions of the harbor and transporting and dumping dredged material in a dumping ground west of Yerba Buena Island in San Francisco Bay. Time of completion: 200 calendar days.

Personal Notes—Received a letter from Brother "Hienie" McCloskey from Port Hedland, Western Australia—employed by Utah Dredging as Levee Superintendent—wishes to be remembered to all his dredging brothers he worked with at the Foster City job. He says in his letter that the "Alameda" leaves the first of May for dry dock at Singapore—will be away for several months.

Congratulations to Brothers Pat Dacy, Louie Olivera and John Hardy—on their new homes. (When do we warm up their houses?)

And—it remains to be seen how long there will be a harbor district to disagree with the county.

Tax Relief For Many In E. Bay

Property tax refunds for Alameda County Senior citizens, eligible under 1967 legislation, were mailed July 1, according to State Senator Nicholas C. Petris.

"Many will qualify for as much as a 95% return of their 1967 property taxes under the provisions of the Senior Citizens Property Tax Assistance Act of 1967," according to Petris, the law's author.

To qualify for a refund, the citizen must be 65 or over, own his own home, and have a total household income of less than \$3,350. August 31 is the deadline to file the claim forms with the State Franchise Tax Board.

Claims are coming into the Sacramento State Franchise Tax Board much more slowly than had been anticipated, according to State officials.

"Many who are eligible do not know about the new law or misunderstand it," Senator Petris said today.

"Filing for this assistance will not allow the state to place a lien on the property. Nor will the amount of reimbursement have to be repaid to the state after the claimant's death," emphasized Petris.

see TAX RELIEF page 23



Flying Bug Bites Brothers At Tenco Equipment Center

By RAY M. WARREN

STEWARD FOR TENCO EQUIPMENT CENTER

Posing in the above photo is Brother James H. Nichols of Yuba City with his Tri-Pacer plane. He is preparing to leave Tenco Equipment Center after a day of labor for a twenty-two mile flight home.

Some brothers will recall seeing a front page story of Tenco Equipment Center in the Engineers News, February 1968 edition.

It is not unusual for a plane or the helicopter of the boss, Mr. Beatie, to land along side of us while we are working. Where else in the age of advanced technology will you find a 7:30 a.m. doughnut flight when the nearest coffee shop is ten miles away?

Incidentally, many of the brothers at Tenco are burning the midnight oil studying for their pilot license, and rumors have it that it won't be long until service trucks will become service planes.



ABOVE PICTURE shows the completed Oroville Dam. On the left side is the Spillway and on the right side you can see the underground power-

house area. Also in the background is Lake Oroville which plans to be a large recreation area.

3 Million Visit Oroville Dam

continued from page 19

The longest of the tunnels built in the railroad relocation is number 5, which is located about four miles north of the West Branch Bridge. It is 8,856 feet long, and was completed in December 1960 by Peter Kiewit Sons Co., together with Tunnel No. 4 at a cost of \$10.4 million. Three other tunnels were also completed in 1961. They cost in excess of \$8 million and together are more than a mile long.

A number of old county roads were left to deadend into the lake. They will not go unused, as the department of water resources has provided funds to the county to build tournarounds, and there has been pressure to have the state permit some of them to be used as temporary boat launching ramps until recreation areas are developed. The old roads already are serving as accesses for fishermen, and have considerable traffic on weekends.

THREE MILLION VISITORS—Since it has been opened to the public in December, 1962, more than 2.75 million people have visited the construction overlooks at Oroville Dam. The visitors have come from every state in the nation and 67 foreign countries and territories. The overlook features photographs of construction phases of the Feather River Project, along with a slide presentation tracing the history of the project and illustrated brochures describing the State Water Project.

Work Up In Marin

By WAYNE A. "LUCKY" SPRINKLE

Work in Marin County has picked up a little bit, compared to the same time last year, due to the fact that there has been some contracts let in the area.

A pre-job was held with Ghilotti Bros. on their being awarded the Hall of Justice job at the Civic Center.

Ghilotti Bros. also picked up two more jobs—Freeway job from Terra Linda to Marinwood and South San Pedro Road. These jobs will keep our good brothers busy for the rest of the year.

E. A. Forde, doing the finishing on their Waldo Grade job, should be done within the next few weeks. They do have a couple of other jobs they are working on in the area.

Maggiore-Ghilotti have their Bret Harte sewer and storm drain job done. They have moved in on their Phoenix Dam job with P & H Const. equipment, consisting of Cats and Cans. They will be starting their sewer job in Corte Madera soon, and Maggiore-Ghilotti now have their permit to go ahead on their disposal site.

Soiland Company wherever you go, one sees equipment working. These boys have a lot of jobs going at present, and more to start soon!

Darkenwald Construction—Pt. Reyes National Seashore Park road job going along smoothly.

McGuire & Hester sewer job at 1st and C Sts. in Petaluma keeping a good crew of brother engineers busy.

Elmer Freethy has started their Corte Madera Creek job and at the present time we have Brothers Homer Winfield and Harry O'Connell doing the instrument-man and chain work for this company.

Rice-DeMartini & Smith have two jobs going at Park Estates and Monarch Manor, both in Petaluma. Sheldon Leasing from Fairfield have a John Deere scraper on the job at Park Estates.

Watkin & Sibbald busy on a landscape job at Hwy. 101, Corte Madera.

J. F. Shea installing the guard rail on Hwy. 101 between Greenbrae and Corte Madera.

Atlantic & Pacific Bldg. Corp. at Loma Verde with a good crew—this will be an apartment site.

A. J. Bresnan was just recently awarded a contract for constructing Marin County Farm entrance road revision located on the Marin County Farm property in the vicinity of Lucas Valley Road and Mt. Lassen Drive.

Legislature Plays With Funds!

Collier Says Change Would Hurt North

By LAKE AUSTIN and LOU BARNES

Work in the Southern area of District #7 is still holding good for the jobs that are working. We are hopeful that some of the jobs will increase the number of Operating Engineers.

Rivers-Wesco's job on the Gerber canal is about finished on the dirt spread and are moving in the trimmer and liner operation at this writing. When this operation gets started it should improve the checks on this project.

Bob O'Hair moved into the Corning area for a quick crushing job for the southern reach of the canal for the access roads and was a good job as long as it lasted.

B. C. Richter still has the crusher working near Richfield getting rock for the canal jobs. This company will probably start working long hours by the time this is printed in the *Engineers News*.

L. T. Anderson of Red Bluff has a few small jobs working in the area and are able to hold their crews together. S & Q Construction have started their fish ladder job in Red Bluff and will provide some work for operators and this job will be a full season work.

T.H.R. Rock Sand and Gravel is a chicken and feather operation. Some weeks the company works long hours and the following week they have to lay-off some of their crew.

Linderman and Son were the low bidder on the bridge job on hiway #36 and should be getting started soon. There's about one mile of road work to be done on this project.

W. Jaxon Baker's job on hiway #36 is finished and the Brothers working on this job have gone to other areas on Bakers payroll.

Phelps Construction—Cypress Street bridge job is in the first stages and the pile driving crews are going full bore. This job is off to a good start for Operating Engineers and we're hopeful it will stay that way.

J. F. Shea Construction has a few jobs going in the area and the Lake Boulevard job is the largest and will be a good paying job. The Brothers will probably get a good season this year.

W. Jaxon Baker's hiway #44 project is being paved and it should be ready to sell to the state in September of this year.

The crushing and hot plant crews have been working long hours and should stay that way for a while.

A. Teichert & Son have a couple of fair size jobs going in the Redding area—one is on the Churn Creek road widening and the other is the Enterprise water system.

Tonkin Construction is going full bore on their job near Douglas City. This project will keep a good number of Operating Engineers working all season.

Hughes and Ladd's Peanut-Van Duzen spread is going two shifts on the cat and can operation and should start the crushing operation very soon. This job is out in the boon-docks but the money looks good on pay day.

won't have any money for the next fiscal year for hiway construction. This would certainly be a blow to our work force.

New work starting now and in the near future isn't much but does provide a few jobs. Pasell and Young are starting their paving operations in Tulelake area this week. Their job consists of asphalt paving overlay at various locations thruout Modoc county—this should run about 60 days.

Ted Watkins Company is about ready to start in the Happy Camp area on their paving spread—as most of you know this is a continuation of work started last year and should run about 30 days.

W. H. O'Hair Company have started the clearing on hiway 97 out of Weed and will have some production in the next couple of weeks. This project calls for passing lanes coming out of Butte Valley and also about twenty miles of black top overlay in various locations.

There is another portion of the Lookout road to be awarded this

year providing the tight monies situation does not affect us—so let us hope, as we really need the work.

Bids were opened the 19th on the Yreka Water Distribution System. There were 18 bids on the 24 miles of pipeline, diversion dam, distribution center and storage shed. The job has not yet been awarded but the low bidders are as follows:

Delzer of Carmichael—pipeline work — \$1,683,918. Geo. Osborn of Redding—Diversion Dam—\$677,000. Kirkwood-Bly—Distribution Center—\$279,181.

Jobs in progress—Peter Kiewit Sons' are busy on their interstate 5 project at Yreka. The company has moved in two belt loaders on a two shift operation—to make this possible they had to revise their blasting procedure. We now have 85 Brothers working two shifts.

A. A. Baxter Corporation at Grenada are in full swing with approximately 35 Brothers working 5-9's. Some of this project is very

rough go—the project is 21 miles in length.

Vinnell Corporation Box Canyon Dam are still on one shift—they have 256 cubic yards of concrete to pour and to date they are having a slow go because of the diversion water.

Dillingham Corporation are on 2 shifts working up a storm. The operator is working with 180' boom—to date they have 3 columns poured on the first bridge. Looks like they'll all be up there when winter sneaks in.

Dear Mr. Clem,

Mere words cannot express my thanks to the many friends and co-workers of the Operating Engineers for their kindness in the recent death of my dearly beloved husband, Leslie "Whitie" L. Osborne.

Thanks so very much for the lovely white Bible, I shall cherish it always.

Sincerely,
Ava L. Osborne

BART Now 42% Complete \$600 Million In Contracts

By A. J. BUCK HOPE, GEORGE BAKER and WARREN LE MOINE

The San Francisco Bay Area Rapid Transit project has reached the 42 per cent stage of overall completion.

Thirty-eight miles of basic line structure for the rail transit system are already in place throughout Alameda, Contra Costa and San Francisco Counties.

They include 8 miles of excavated subway, 17 miles of erected aerial line, 11 miles of surface roadbed, and 2 miles of underwater Trans-Bay tube.

In all, more than 60 miles of the 75-mile regional network are now under construction, according to BART General Manager

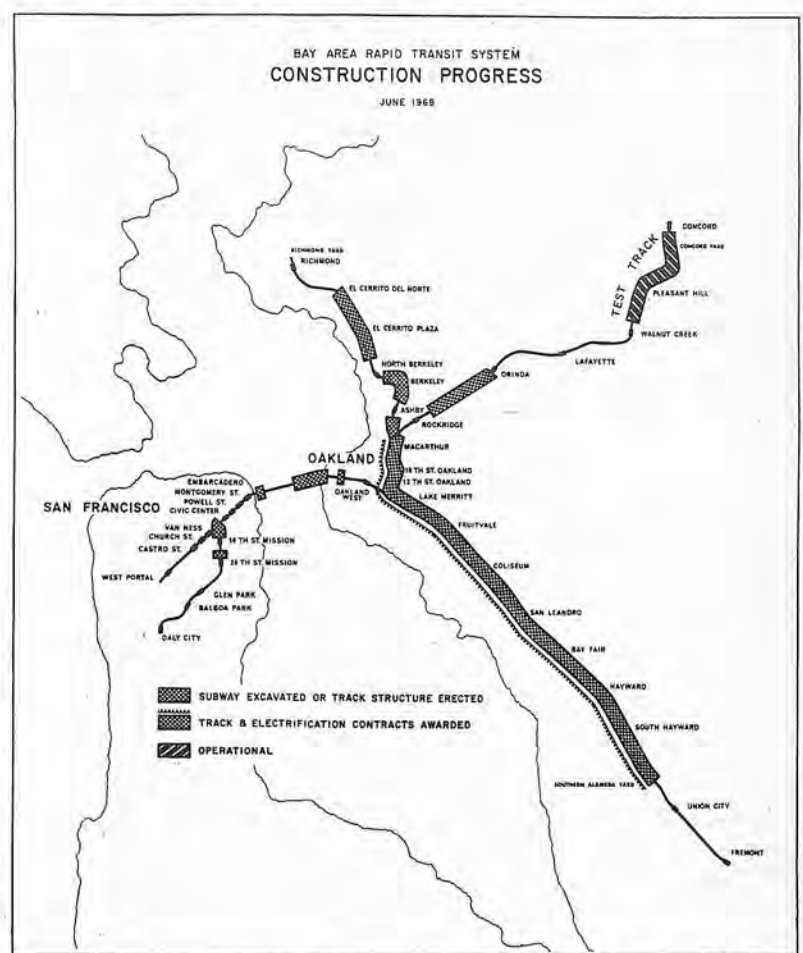
In a mid-year progress report to the BART Board of Directors, Stokes said that design of the rapid transit system and its facilities is now 87 per cent completed, construction is 33 per cent completed, and 86 per cent of the transit network's right-of-way has been purchased.

Approximately 120 construction and procurement contracts have thus far been awarded on the BART project. They amount to nearly \$600 million.

Another 100 contracts totaling over \$200 million must still be awarded, however, before any of the transit system can become operational.

The awarding of most of these latter contracts, as well as the purchase of BART's transit trains, is dependent upon the securing of some \$144 million in additional necessary funding from the California Legislature.

Stokes noted that, except for the ordering of transit trains, virtually all contracts necessary to begin



trackwork and installation of electrification equipment, as well as architectural finish work on six individual passenger stations.

Design of the \$26 million automatic train control system, which will operate the entire network, is now approximately 60 per cent completed. Westinghouse Electric Corporation, which is fabricating the system at Pittsburgh, Pa., is scheduled to begin installation of the system's master computer late this fall at the BART control center in Oakland.

According to Stokes, architect-

Oakland, Berkeley and San Francisco, and underground concrete shell structures for three major subway stations—in downtown Berkeley and Oakland—are now largely completed.

Twenty-six sections of the Trans-Bay Tube have been lowered into place from the Oakland shoreline, and seven additional sections have been placed on the San Francisco side of the Bay—bringing the total completed length of the tube to more than two miles.

Stokes said more than 3,100

Dear Brothers:

I would like to thank you for last year's raise in pension; and the reduced eye glasses. It just seems impossible that you have been so good and put in so much time helping us oldsters. A year ago I had a gall bladder operation and have had emphysema for three years and believe me I have appreciated everything that you have done, which was a lot. When I went to get glasses, those people treated me fine and the glasses fit perfect.

Obituaries

Name — City	Local Social Security No.	Register Social Security No.	Deceased
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Abbott, Curtis	3D	1157951	6/5/68
Esther—Wife	SS#477-14-0700		
Box 114			
Hawthorne, Nevada			
Adams, James	3D	668772	5/25/68
Doris—Wife	SS#400-03-8041		
517 Weston Dr.			
Campbell, Calif.			
Austin, John	3	892429	5/24/68
Leber—Wife	SS#445-12-0910		
1301 Joni Ave.			
Modesto, Calif.			
Bottoms, Otis	3	989902	6/15/68
Annie—Wife	SS#440-14-6413		
3539 W. University			
Fresno, Calif.			
Burger, Gilbert	3	657613	6/18/68
Marjorie—Wife	SS#568-22-1765		
Rt. 1, Box 965			
Sonora, Calif.			
Burke, Leo	3	526559	6/16/68
Nancy—Wife	SS#572-09-9481		
2000 W. Capitol Sp. 119			
W. Sacramento, Calif.			
Chase, Wilfred	3	344344	6/26/68
Frances—Wife	SS#559-14-7440		
4511 Horner St.			
Stockton, Calif.			
DelBucchia, G.	3	255440	5/28/68
Grace—Wife	SS#553-09-8824		
75 Taylor Way			
Sacramento, Calif.			
Dockery, Raymond	3D New Member		5/30/68
Helen—Wife	SS#451-01-2192		
515 Littlejohn			
Yuba City, Calif.			
Douglas, Jack	3	841643	5/28/68
Stella—Wife	SS#553-01-8919		
1376 Martin Ave.			
San Jose, Calif.			
Gagliardo, Louis	3C	188489	5/24/68
Clara Larcher—Sister	SS#000-18-8489		
Box 763			
Sutter Creek, Calif.			
Garrett, A. L.	3	826819	5/28/68
Maxine—Wife	SS#573-16-0002		
31 San Juan			
Watsonville, Calif.			
Gavillet, Albert	3	657613	6/15/68
Videt—Wife	SS#545-03-1374		
Gen. Del.			
Simi, Calif.			
Gervais, Leslie	3	507046	6/22/68
Juanita—Wife	SS#519-03-0450		
2643 Ellenbrook			
Rancho Cordova, Calif.			
Gibbons, John	3A	848482	6/8/68
Judith—Wife	SS#551-46-9392		
638 Peach St.			
Novato, Calif.			
Hartt, Jimmie	3	1117576	6/23/68
MaryLou—Wife	SS#547-56-5324		
1705 Arcade Blvd.			
Sacramento, Calif.			
Hillis, Martin	3	1226030	5/29/68
Lucille—Wife	SS#532-14-9300		
290 E. 1500 So.			
Bountiful, Utah			
Hutcheson, Bill	3A	707327	6/22/68
Bob—Brother	SS#556-44-8137		
6203 Woodleaf Str. Rt.			
Oroville, Calif.			
Krizmanich, John	3	1178148	6/20/68
Esther—Wife	SS#519-18-2862		
2305 Jessie Ave.			
Sparks, Nevada			
Nelson, Howard	3	740366	6/6/68
Rose—Wife	SS#540-18-4449		
1407 J St.			
Eureka, Calif.			
Pugh, Purn	3	294582	6/4/68
Ella Mae—Wife	SS#520-05-4648		
2319 E. Washington			
Fresno, Calif.			
Sanders, Melvin	3	983025	6/7/68
Opal—Wife	SS#524-38-3082		
210 Beverly St.			
Red Bluff, Calif.			
Seth, Donald	3	728028	6/9/68
Ann—Wife	SS#516-03-3892		
4284 Gravenstein Hwy.			
Sebastopol, Calif.			
Smith, Isaac	3	928231	6/5/68
802 East "F" St.			
Oakdale, Calif.			

'Waikiki Jungle' Needs Set At Close To \$500 Million

By HAROLD LEWIS, BERT NAKANO, WILFRED BROWN, KENNETH KAHOONEI, WALLACE LEAN and JOE REINERT

CONGRATULATIONS BROTHER SAMUEL LELEIWI ON YOUR RETIREMENT! Brother Leleiwi is now receiving \$164.75 each month from the Pension Trust Fund as a result of his retirement under the Pension Trust Fund for Operating Engineers which was first incorporated into the dredging industry agreement here in the State of Hawaii in 1962.

Brother Leleiwi has been a member in good standing with Local 3 since 1961 and has been an excellent member and a staunch supporter of Local 3.

The history of Brother Leleiwi's forty years of employment goes back to when he was just a young lad at the age of twenty-five when he had started his career in the dredging industry as a young tough deckhand. His first employer in 1927 was Hawaiian Dredging & Construction Co., Ltd. where he worked as a deckhand at a salary of \$90 per month. At thirty-eight years of age, he had worked his way up to becoming a leverman in 1940 and received a wage of \$1.75 per hour. Through his employment with Hawaiian Dredging & Construction Co., Ltd., Brother Leleiwi had traveled throughout the Mid-Pacific (Eniwitok, Kwajalein, Johnston, Midway). In 1944 he had worked for CPNAB along with "Dredging Pioneer" Peter Wong who is Hawaii's first pensioner. Brother Leleiwi had also worked for Centex Construction Company; J. A. Thompson & Son; Healy Tibbitts Construction Company and American Electric Co., Ltd. Brother Leleiwi recalls he had to really "grind" to keep going during those days of old.

Brother Leleiwi resides on the windward side of Oahu at 1018 Hui Street, Kailua with his wife the former Henrietta Kepoleno. They are blessed with six children.

In our interview with Brother Leleiwi for this newspaper article, we had conversed on the telephone; however, I could just picture him holding on to his cigar with such a placid expression when we had asked him. . . "What do you do Brother Sam during your leisure?" He replied: "Taking it easy!"

REQUEST FOR VACATION-HOLIDAY PAY: As you may very well know, your employer is contributing 5¢ for each hour you work into the Vacation and Holiday Pay Plan and Employment

Office Assistance. The first distribution of vacation-holiday payments is based upon contributions made by your employer for work performed from September 11, 1967 thru May 31, 1968.

If you desire your vacation-holiday payment to be sent directly to you, you must complete the "Annual Payment Request for Operating Engineers Vacation-Holiday Plan" form and mail it in sufficient time to reach the Administrator by July 31, 1968.

On August 15, the administrator will mail to your last known address your vacation and holiday payment based on the contributions made plus a proportionate share of the earned interest less expenses.

If you have an amount in excess of \$60 and you do not file said request form, the administrator will automatically transfer the amount to a special account of Operating Engineers Local No. 3 in the Credit Union. Shares purchased will be issued by the Credit Union to you as of August 31st and any amount less than one share will be carried to your credit. The Credit Union will advise you of the full amount credited to your account.

If you would like to obtain the "Annual Payment Request for Operating Engineers Vacation-Holiday Plan" form, please contact your union office immediately so you may file your request to reach the administrator by July 31, 1968.

NEGOTIATIONS: Negotiations have been completed with Richard H. S. Lee, Inc.; J. M. Tanaka Construction, Inc. (Shop); Kam's Express, Inc. and Fong Construction Co., Ltd.

We are presently engaged in negotiations with Theo. H. Davies & Co., Ltd.—T & I Department for wage and medical reopeners only. Negotiations for a new Dredging Industry Agreement will commence in July.

NEW STEWARD ELECTED: Twenty-five employees of Hawaiian Crane and Rigging, Ltd. have elected Brother William White as their steward. Brother White is an old timer with Hawaiian Crane & Rigging, Ltd. and is well liked and respected by his fellow workers. Congratulations Brother White on your appointment as Steward.

FLOOD CONTROL: Kailua, Kaneohe and Kahaluu may get the go ahead soon to improve conditions concerning flood control. Nearly 12.5 million dollars will be allocated to the use of this program.

The entire windward side of the Island of Oahu receives heavy

rainfall and periodically it is subject to costly flooding and serious property losses. The rapid population growth has made the development of the flood control project urgent. The drainage system in these low residential areas is the poorest to be found. Over the past years, flooding has become a costly item to the many people surrounding these areas.

URBAN RENEWAL: Federal Funds needed to get the \$107 million "Waikiki Jungle" urban renewal project out of the discussion stage and into actual planning is expected to be approved next month. The application for the 89-acre project has already been approved by the regional office of the Department of Housing and Urban Development in San Francisco.

The estimated cost of acquiring the property generally bounded by Kaiulani, Kapahulu and Kalakaua Avenues is \$107 million. After removal of the sub-standard structures, the 89 acres would be resold for about \$95 million, leaving a deficit of about \$12 million. The Federal Government will make up ½ of the deficit. Actual government redevelopment work could start by July of 1970; however, prior to this date the entire area must be demolished which means a lot of work for our Demolition Contractors. Completion cost of the entire project has been estimated at \$500 million.

Since the plans were announced in early 1967, the land price of the many little lots have increased vastly out of proportion to their worth. The intent of the Urban Renewal Program is to beautify the Waikiki area and make maximum use of minimum land. With land cost getting out of proportion, the entire plan might just return to the drawing boards to be covered in dust making a program as large as this unfeasible now and in the future.

NEW EXPANSION: Mokapua Sea Life Park is being expanded seaward. Hawaiian Dredging & Construction Co., Ltd. the prime builder has begun work on the shoreline. This phase of the work will entail a six hundred-foot pier extended seaward into the ocean depths with sort of an inlet cove. When completed this will be more of a tourist attraction and will add to the economy of our State.

PRODUCTION SLOW: Dawson Corporation, manufacturer of wooden pallets, recently had a reduction in the work force. Although timber is grown locally, Dawson Corporation had recently imported pine from Oregon. We are hoping that work picks up.

PRODUCTION PICKS UP: Custom Cannery of Hawaii, Inc. producers of thirty-seven varieties of soft drinks will soon be starting two shifts. Fifteen engineers at this company work year round except during the Summer months when they take advantage of their vacation. A recent wage increase is also enjoyed by the employees of Custom Cannery of Hawaii, Inc.

Exports Create Jobs

Obituaries (continued)

Velarde, Simon	3D	512524	5/21/68
Pilar—Wife	SS#586-05-5853		
Box 903			
Agana, Guam			
Washburn, Alfred	3	1059639	5/8/68
Hazel—Wife			
25 Tennessee St.			
Woodland, Calif.			
West, Donald	3A	784069	5/31/68
Kathleen—Wife	SS#563-10-8907		
711 Del Norte			

Personal Notes

SAN RAFAEL

Congratulations are in order to the following brothers: Don Dill and his missus on becoming proud parents recently of a baby girl.

To: Brother Hans A. Zuehlsdorff on his retirement July 1st. Our thanks to Brothers Roger Hilton and Jim Johnson and his wife June for taking the time out to donate blood to our Bank.

Our sincere condolences to the family of our late Brother John Gibbons who passed away on June 7, 1968.

Get well wishes to Bro. Henry Ficken, who had a little accident on the Darkenwald job—nothing serious!

Also best wishes for a speedy recovery to Bro. Ray Schunk on the sick list.

Brother Frank Whitmire has been released from the hospital, but is not yet able to return to work. Hurry and get well!

REDDING

Our deepest sincere sympathy to the family and many friends of our late Brothers John Fox, Richard Damon and Melvin Sanders, all recently deceased.

Blood donor for the month—Anna Krone—we wish to thank her for giving to the Operating Engineers Bank.

NEVADA

We are all saddened by the untimely passing of Brother Curtis Abbott. We offer our sincere sympathy to members of the family.

Brother Dick Depoali is in St. Mary's Hospital with a crushed hip socket. He fell 30' from a piece of equipment.

Brother Joe Hussla suffered a severe back injury in an Industrial accident. This may require fusion of discs. We wish Brother Joe and Dick a rapid recovery.

MARYSVILLE

Our sincere condolences to the families of Lew Livermore, L. E. Billebault, H. J. McCue, Edward Wehunt and John Morris, who passed away recently. Also to the family of Brother Alton Gordon whose eleven year old son, Dennis, was killed in a traffic accident in Chico.

A GREAT BIG THANKS to the following blood donors: Albert L. Knox, Mrs. Gertrude E. Gilliam, Mrs. Marcelyn M. Davis, Delbert D. Davis and Howard Mallory.

We received the following letter this month also.

Operating Engineers Local No. 3

Dear Mr. Huston:

My daughters and I want to thank you very much for your kindness and help at the time of Lewis' death. The bible is just beautiful and will be a prized possession.

I don't know what I would have done with out the many benefits from the Union at this time.

STOCKTON

Our deepest sympathies are extended to the families and friends of our departed Brothers John Austin and Issac "Ike" Smith.

A speedy recovery is hoped for Brother John Ainsworth, who is in the Veterans Hospital in Martinez, and Brother Leslie Lincoln, who was ill this past month.

Brother Luther Wood went to Hawaii looking for work and was dispatched on his third day there.

Brother Vern Holmes son, Fred, has been confined in a hospital in Stuttgart, Germany, where he was visiting when he was stricken with a severe case of hepatitis.

SAN JOSE

We would like to take this opportunity to thank Brother James Packer and Mrs. Walter Peterson for their donations to the Blood Bank. We are very short of blood and it will be difficult to keep an engineers' blood bank unless the men donate to the Blood Bank.

Our best wishes for a speedy recovery to Brother Arthur Kauppi and also to Bill Danyeur who was injured after falling off a motorcycle.

We wish to express our condolences to the families of the following Brothers who recently passed away: Jack Douglas, Roy Gish, Frank Adams, and A. L. Garrett; also our sympathy to Brother Walter Burris in the loss of his wife who recently passed away.

Congratulations to Brother Bob Roggasch who is the proud father of a Baby Boy.

The Semi-Annual San Jose District Meeting will be held on August 1, 1968 at the new Labor Temple located at 2102 Almaden Road, San Jose.

EUREKA

It is with great sorrow we send our deepest sympathy to the family of Brother Bert Toohig who passed away April 26th.

We also send our deepest sympathy to Brother Frank Surber in the passing of his wife Gladys on April 4, 1968.

And again we send our deepest sympathy to the loved ones of Brother Howard Nelson who passed away June 6, 1968 after a lengthy illness.

SACRAMENTO

We would like to express our condolences to the families and friends of Brothers Walter McMahan and Guido Del Bucchia who passed away recently. Also our deepest sympathies to the family and children of Brother Jimmie R. Hartt who lost his wife by drowning while attempting to rescue a small child.

We would like at this time to express our thanks to Brother Chester Brzyscz, Brother Don Allbrecht, Howard Baxter, Frank P. Smith, Arnold Boehm, Sharyn J. Smith, Viola Berg and Francis White for their donations to the Sacramento Blood Bank.

FRESNO

Ken Christensen is at home recuperating from surgery. GET WELL SOON KEN!

SWAP SHOP CORNER: Free Want Ads for Engineers

FOR SALE

1956 SAFEWAY 8x29 one bedroom trailerhouse, price \$1,000. Stan Stacher, Rt. 1, Box 66 A, Sp. 2, Byron, Calif. 94514, or call 415/634-3731. Reg. #1142867. 4-1.

MAYFLOWER MOBILE HOME 8'x40'. Custom built. New Condition. Two Bedroom. Full metal awning, carpeted throughout, partly furnished. A. G. Sanders. Phone 415/582-1156. Reg. #592939. 4-1.

LODGE OR HOME, 20x40. Livingroom fireplace, 3 bedrooms, electric kitchen, bath. Large room for dormitory. Garage, 5 acres, \$22,500. Ed Walker, P.O. Box 67, Pollock Pines, Calif. Reg. #868752. 5-1.

FOR SALE—Business with gross of over \$18,000 to include the following equipment: 1 Ford Cab over & Tilt Trailer, 1 Cleveland Trencher #110, 1 Ford Tractor Angle Dozer Blade, all clear; spare motor for digger (overhauled). Mr. Armas F. Sahliman, 1516 Scenic Drive, Modesto, Calif. 95350. Reg. #549365. 5-1.

MOBILE HOME — 10x50 Plymouth, awning and cooler, \$3,000. Call 415-628-8970; eves. 527-3833. Lyle Engel, 1236 Hale Drive, Concord, Calif. Reg. #553019. 5-1.

HALF ACRE—Geiger Grade area in Reno, Nevada. 1964 Marlette Mobile Home, 2 bedrooms, 1½ baths, 10' wide, fenced yard, lawn and shrubbery and trees; building in rear of trailer has utility and recreation rooms. Good well water and city water too. F.P. \$12,500. Write or phone George Aubin, 12600 Kivett Lane, Reno, Nevada 89502. Phone 849-0719. Reg. #1189086. 5-1.

TRUCK MOUNTED HY-HOE BACK HOE—Model 380 with 2 buckets and ripper tooth. For sale or trade for small back-hoe. R. E. Pearl, 19615 Forest Ave., Castro Valley, Phone 538-3152 after 5 p.m. Reg. #1088533. 5-1.

20.3 FT. DORSETT CRUISER—Sleeps 4, galley, head, 100 h.p. Mercury, tilt-bed portage trailer. Best offer. Phone 794-2511. David Cameron, 29280 N. Cameron Rd., Galt, Calif. 95632. Reg. #117285. 5-1.

1964 310 CASE ANGLE DOZER—Six-way tilt, completely majored, no hrs.; \$3800 or trade for loader. Ray Ferraris, 1020 Crystal Springs Rd., San Bruno, Calif. 415-588-8637. Reg. #841471. 5-1.

FOR SALE—20 H.P. Sea King, '67 model. Used 30 hours. \$349. R. La-May, 55 Fairfax St., Apt. 11, San Rafael, 456-5072. Reg. #841534. 5-1.

D4 CAT DOZER, heavy duty. Excellent condition. Call 793-3841. Eugene Lacey, 4987 Dowling Ave., Fremont, Calif. Reg. #369816. 5-1.

NEW CUSTOM RUSTIC HOME—2 bedrooms, 2 baths, all electric, large stone fireplace, paneled walls, beam ceilings, full basement, 2½ car garage and shop, paved streets, P.G.&E. water, covered decks, \$26,500. 3¼% Cal-Vet, 3 miles above Twain Harte, Richard R. Owings, Star Route, Box 1115, Sonoma, California 95370. Reg. # 987250. Phone 209-586-3860.

WELL DRILLING ROTARY RIG for Sale—Runs good, 7 bits, 500 ft. drill pipe, pipe trailer, pipe racks. Write or call for information, will send colored pictures upon request. Charles W. Criswell, 240 North "A" St. Phone 686-5520. Tulare, California 93274. Reg. # 918845. Priced to sell, \$4,500. 6-1.

FOR SALE, wooded half acre near Arnold, Calif., 3 miles south of Calaveras Big Tree Park, off Hiway 4, close to ski lift and golf course and clubhouse. Dave Creekmore, 404 Donde Way, Pacifica, Calif. 94044. Ph. 415-359-1501. Reg. # 698477. 6-1.

1 MODEL G U 8 Skagit Double Drum Hoist, \$2,500. Powered with OXC5 Hercules engine, in good shape; one 1965 GMC 302 ten wheel flatbed, \$1,850.

1 WINCH TRUCK, complete with roller for rolling slopes and erosion work, unit in good condition. \$4,500, can finance. William Dorresteyn, 6105 Orchard Ave., Richmond, Calif. 94804. Phone 234-8118. Reg. # 313299. 7-1.

PLACER GOLD MINE—About 60 acres, Sierra County. \$12,000 with ¼ down. W. W. Whitman, 5852 Green Glen Way, Sacramento, California 95842. Tel. 332-6111. Reg. # 381862. 6-1.

FOR SALE: Fifty ton hydraulic jack, Simpson electric Analyzer, 750 v. Amprobe other voltmeters, etc. Francis M. Hobbs, 3333 Mayfair Dr., Sacramento, Calif. 95825. Ph. (916) 483-1811.

CHRIS CRAFT Holiday 18 ft. 1963, like new, 107 hours, all extras and factory trailer. \$3,800. Lloyd J. Morrison, 1773 Lake St., San Mateo, phone 345-7498. Reg. # 924959. 6-1.

WATER TRUCK: International, 4,000 gallon Chev. 6 cyl. auxiliary eng. on pump. All air controlled sprays. Perfect condition, ready for work. Bob Branaugh, 21483 Orange Avenue, Castro Valley, Calif. 94546. Phone 415/537-9826. Reg. # 854587. 6-1.

TWO 10 ACRE parcels near San Antonio dam. One on Hunter Liggett highway. Both have county road access. Deer, quail on property. School bus and electricity. \$8,500 each or \$16,000 for both. Phone 805/472-2226. John Jardine, Star Route, Bradley 93426. Reg. # 1175046. 6-1.

ONE ACRE LOT, private lakes, paved roads, water and power to lot, below snow line, 35 minutes from Fresno on Hiway 49. Near Bass Lake and Yosemite. J. A. Pruden, 7300 Lone Ct., Dublin, Cal. 92028-2786. Reg. # 1226068. 6-1.

NEARLY NEW 1966 Excel trailer, self-contained 16½ ft., with easy lift, other extras, must sell reasonable. Albert Sousa, 427 Groveways, Hayward, 581-2275. Reg. # 1087605. 6-1.

26-FT. TROJAN BOAT, ship to shore radio, depth finder; in very good condition, 285 hours on motor; 10 ft. 3 in. beam. \$4,500 or best offer. Overton C. Paslay, 984 Via Montalvo, Livermore, Cal. 94550. Reg. # 760673. 6-1.

CLEAR LAKE, 3 miles from Lakeport, two lots, 80x100 each. Includes ownership in boat ramp. \$6,000 for both, terms. 728-6664. Donald R. Redick, Reg. # 1071034. 6-1.

FIVE ROOM BUNGALOW, one acre, double garage, one frame bldg. 10x18, one block bldg. 10x30. Grapes, berries, fruit, garden, ample water, elect., phone. 26 Canyon Road, Grass Valley, \$10,500, furnished. Write Daniel McVeever, Box 307, Cedar Ridge, Cal. Reg. # 403010. 6-1.

FOR SALE: Camper, "Empire," fits Chevrolet or GMC pickup 1961 through 1966, 6½ ft. long, 6 ft. wide, 14 in. high over cab; white aluminum, wood paneling inside, roof vent, insulated, lowered windows, clearance lights. Good condition. \$325. Daniel Quadros, 15 Corte de la Canada, Martinez, California 94553. 228-4848. Reg. # 983010.

60X100 FT. LOT, minutes from three ski tows, accessible plowed roads all winter. Lot No. 90, Plavada Woodlands. Will handle with reasonable down. Frank P. Bianchi, P.O. Box 991, Concord. Reg. # 0683457. 6-1.

CLEARLAKE HIGHLANDS, two bedroom cabin, two 50x100 ft. lots, \$11,800 or best offer. Extra lot has new septic tank with elec. and water avail. Will sell separately. \$1,300. 457-8048. George Stryker, 3668 56th St., Sacramento 95820. Reg. # 115438. 6-1.

DANUSER—drilling equipment: Three point hook-up for Jeep Scout or Tractor. Augur's, 6" 9", 12" good condition, 14", 18", new. Hydraulic Pump, Ram, Valve, two gear heads (one used, one new), Boom, Les Eddy, 1454 Wilcrest Drive, Concord, Calif. Phone 688-7919. Reg. #892468. 7-1.

FOR SALE, 1 Lorain Backhoe and Shovel combination, ¾ yard, wide track crawler. Old but good. \$3,900.00. Phone (415) 562-3236. Reg. #678953. 7-1.

FOR SALE, 1 Shovel, air operated Bucyrus Erie, 1½ yard diesel crawler. Old but good. \$3,150.00. Phone (415) 562-3236. Reg. #678953. 7-1.

FOR SALE, 1 Garwood Dump Body, 9 to 10 yards complete with hoist. \$200.00. Phone (415) 562-3236. Reg. #678953. 7-1.

1956 ROLLAWAY 8'x40' 1 Bedroom Trailer, excellent condition, stove and refrigerator, wood paneling interior, \$500 down, my equity, assume payments of \$46.75 per month. Herbert E. White, P.O. Box 411, Pollock Pines, Calif. 95726. Phone 644-1175. Reg. #1157911. 7-1.

FOR SALE OR TRADE. Going out of business, 55 Star cable tool well drilling rig with all necessary tools. Excellent condition. \$3,500.00. Financing available. Will consider \$x35 self contained Housetrailer as part payment. Must be in good condition. Gerald Boyle, Sr., 1735 Cecil Ave., Fortuna, Calif. Phone 707-725-4089. Reg. #671365. 7-1.

FOR SALE OR TRADE, three bedroom, wall to wall carpets, built-ins and corner lot in Citrus Heights, fifteen miles north of Sacramento. To trade for home or property near Riverside, California, or for sale. Write 7808 Saybrook Drive, Citrus Heights, California. Reg. #95610. 7-1.

5 YR. OLD Half Quarter, half Arabian mare. Good saddle horse for experienced rider. \$250.00. Phone 726-2046, Otho A. Berry, Box 362, Half Moon Bay, Calif. Reg. #845363. 7-1.

6 YR. OLD MORGAN & Arabian mare. Permanently lame. Will make someone a good broodmare. Has been pasture bred to a Quarter horse. Will foal about April or May. \$125 or trade for a P.O.A. size pony. Phone 726-2046, Otho Berry, Box 362, Half Moon Bay, Calif. Reg. #845363. 7-1.

4-PLEX AND ADJOINING LOT good Sacramento location. Live in deluxe 2-bedroom apt. Other 3 will pay expenses and give \$100 monthly income. Ideal for mature couple. Will trade equity for good equip. Phone 916/991-3098. Fred Hodgson, 9021 El Verano Ave., Elverta, Reg. #791480. 7-1.

Tax Relief

continued from page 20

"The forms require a nominal amount of information, although they look complicated at first glance," continued Petris. "Most people must give only the following information: name, address, social security number, total household income, a copy of the 1967 tax bill, proof of its payment, and proof of age."

Price Index

The Labor Department's Bureau of Labor Statistics report the upward price trend continued in May at both consumer and wholesale levels. The May CPI rose 0.3 percent, up 4.1 percent above a year ago.

FOR SALE—1966 F100 Pickup, 6½ Fleet-side Ford V-8 splitrim wheels, 4-speed trans. \$1,400.00. A-1 condition. Lloyd W. Kurtz, Reg. #691785. 740 Oakview Way, Redwood City, Calif. Phone 368-3162. 7-1.

1 MODEL G U 8 Skagit Double Drum Hoist, \$2,500. Powered with OXC5 Hercules engine, in good shape; one 1965 GMC 302 ten wheel flatbed, \$1,850. William Dorresteyn, 877-24th St., Richmond, Calif. 94804. Phone BE 4-8118. Reg. #313299. 7-1.

1 WINCH TRUCK, complete with roller for rolling slopes and erosion work, unit in good condition. \$4,500, can finance. William Dorresteyn, 877-24th St., Richmond, Calif. 94804. Phone BE 4-8118. Reg. #313299. 7-1.

TWO choice lots in Hawaii, water and streets in. Will sell one or both. \$4,500 each, or both for \$8,500. Roy A. Dorf, 5265 Home Gardens, Reno, Nev. Reg. #1142707. 7-1.

OLIVER OC 3 with UNIVERSAL TRENCHER. Walter Hinz, 2316 "N" Street, Sacramento. Phone: 447-1650, after 6:00 p.m. Reg. #1152683. 7-1.

SILVER KING Vacuum Cleaner, all attachments. Commercial type. Used three times, \$135. Also Heavy Duty Axle Hitch, \$50. Phone (209) 368-4317. Floyd Reider, 20 N. Pacific Ave., Lodi, Calif. Reg. #1191134. 7-1.

LABRADOR RETRIEVERS puppies, A-K, Sired by U.S. Champion Jax-Jet Star, Whelped, June 22. Will make excellent hunters. \$100.00. C. L. Tawes, 9353 Loma Rica Rd., Marysville, Calif. 95901. Phone: 743-4852. Reg. #1277053. 7-1.

¾ ACRE LOT at the end of a paved cul-de-sac. All utilities in. 30-acre private lake and back of lot overlooking a 150-acre recreation area with Cache Creek running through it. 10 minutes from Clear Lake, \$4,500.00. Jos. McGinity, 2678 Duhalow Way, 94800. 871-9857. Reg. #1219792. 7-1.

FOR SALE OR TRADE for pickup truck, 2½ yard Pettibone Loader. Engine completely majored. Full price \$2,950. Tony Gallegos, P.O. Box 853, Truckee, Cal. 95734. Ph. 916-587-4154. Reg. #1181582. 7-1.

1963 GMC 5-6 YD. dump truck. 351 V6 Eng. 5 speed trans. 1800 lb. rear 2 speed. 10 hole Bud wheels. New rubber, good condition, \$1800.00. Phone 243-5764 after 6 p.m. D. W. Lane, Rt. 1, Box 4117, Redding. Reg. #635722. 7-1.

SELL OR TRADE for a car, 325 cu. Joy compressor and trailer. 4 sack sand-blasting pot, hose. \$1800.00. Phone 243-5764 after 6 p.m. D. W. Lane, Rt. 1, Box 4117, Redding. Reg. #635722.

1963 BUDGER Expando Mobile Home, 15'x45'. Refrigeration, Dish Washer, Disposal, and Furniture. Robert L. Briggs, 1400 Meredith #32, E. Gustine, California 95322, or call 209-854-6086. Reg. #908510. 7-1.

1964 W100 DODGE Power Wagon, 7x7 stakebed flatbed and stepside P.U. bed. Anti-slip diff. Warn hubs Hi-lo and 4 speed. Overhead rack. "A" frame, 5 ton Beebe winch, \$1750.00. H. J. Ainsworth, 3654 W. Dry Creek Rd., Healdsburg, Cal. 95448. Phone 433-3265. Reg. #290392. 7-1.

\$60.00—COMPLETE set of chrome air horns. Includes compressor, tank, valve and copper tubing. Pete Perez, 1725 McKinley Ave., Hanford, Calif., (209) 584-9938. Reg. #1225597. 7-1.

400 ACRES, Coulterville, Mariposa County. Fenced, spring water, near lakes. \$250 per acre. Don Wiley, P.O. Box 5, Groveland, Calif. Reg. #338451. 7-1.

RULES FOR SUBMITTING ADS

• Any Operating Engineer may advertise in these columns without charge any PERSONAL PROPERTY he wishes to sell, swap or purchase. Ads will not be accepted for rentals, personal services or side-lines.

• PRINT OR TYPE the wording you want in your advertising on a separate sheet of paper, limiting yourself to 30 words or less, including your NAME, complete ADDRESS and REGISTER NUMBER.

• Allow for a time lapse of several weeks between the posting of letters and receipt of your ad by our readers.

• Please notify Engineers Swap Shop as soon as the property you have advertised is sold.

• Because the purpose should be served within the period, ads henceforth will be dropped from the newspaper after three months.

• Address all ads to: Engineers Swap Shop. AL CLEM, Editor, 474 Valencia Street, San Francisco 3, California. Be sure to include your register number. No ad will be published without this information.

MEETINGS
SCHEDULE

All Meetings at 8 P.M. except
Honolulu, 6 P.M.

1968—Schedule of Meetings Dates

SEMI-ANNUAL MEETINGS

San Francisco—Saturday, July 13

DISTRICT MEETINGS

JULY

San Francisco—Wed., July 10

Eureka—Tuesday, July 16

Redding—Wednesday, July 17

Oroville—Thursday, July 18

Honolulu—Wednesday, July 24

AUGUST

San Jose—Thursday, Aug. 1

Sacramento—Tuesday, Aug. 6

Oakland—Thursday, Aug. 8

Stockton—Tuesday, Aug. 13

SEPTEMBER

Fresno—Tuesday, Sept. 10

Ukiah—Thursday, Sept. 12

Salt Lake City—Friday, Sept. 13

Reno—Saturday, Sept. 14

OCTOBER

San Francisco—Wednesday, Oct. 2

Eureka—Tuesday, Oct. 8

Redding—Wednesday, Oct. 9

Marysville—Thursday, Oct. 10

Honolulu—Wednesday, Oct. 16

- Meeting Place Addresses
- Hawaii Technical School, 1175
Manono St., Hilo.
- Veterans Memorial Building,
1351 Bennett Ave., Santa Rosa.
- 1958 W. North Temple, Salt
Lake City.
- Labor Temple, 16th and Capp,
San Francisco.
- YWCA Community Rm., 1040
Richard Street, Honolulu.
- Engineers Building, 2806 Broad-
way, Eureka.
- Musicians Building, 120 W.
Taylor, Reno.
- Engineers Building, 2626 N.
California, Stockton.
- Engineers Building, 100 Lake
Blvd., Redding.
- C. E. L. & T. Building, 2525
Stockton Blvd., Stockton.
- Labor Temple, 2315 Valdez
St., Oakland.
- Prospectors Village Motel, Oro-
ville.
- Engineers Building, 3121 Olive
St., Fresno.
- The Panciteria Far East Cafe,
Marine Drive, Tamuning, Guam.
- Labor Temple, 2102 Almaden
Road, San Jose.

CREDIT UNION

478 Valencia St.

San Francisco, Calif.

Phone: 431-5885

IMPORTANT

Detailed completion of this form will
not only assure you of receiving your
ENGINEERS NEWS each month, it will
also assure you of receiving other im-
portant mail from your Local Union.
Please fill out carefully and check
closely before mailing.

REG. NO. _____

LOCAL UNION NO. _____

SOC. SECURITY NO. _____

NAME _____

NEW ADDRESS _____

CITY _____

STATE _____ ZIP _____

Clip and mail to Engineers News, 474 Valencia St., S. F., Calif. 94101

Incomplete forms will not be processed.

Freeways
To Boom
Oakland

By NORRIS A. CASEY,
GUY JONES, TOM CARTER,
ROBERT MAYFIELD, ALEX
CELLINI, and JERRY
ALLGOOD

The State Division of High-ways are calling for bids to Inter-state 580 in Alameda County. The first project is to continue the eight lane freeway westward for 7.7 miles between Vasco Road and Tassajara Road at Livermore.

Major structures will include interchanges at North Livermore Avenue, Junction Avenue, Airway Boulevard, and El Charro Road; an overcrossing at Los Colinas Road. Three bridges over Los Positos Creek and a bridge over Cottonwood Creek.

The next project is to continue the freeway westward for 2.6 miles between a point east of Tassajara Road to a location east of Route 680.

The third unit provides for widening of 6.8 miles of existing expressway to full eight-lane free-way from east of the San Ramon Road to a point west of Eden Canyon Road. Design studies on the remainder of Interstate 580 to a full eight-lane expressway are well in advance at this time. This project will be from San Ramon to a point near 173rd Avenue in Hayward.

These projects should be in operation on a one, two, three basis in the very near future and will provide job opportunities for a good many of the Brothers.

Gallagher and Burke Construc-tion Company is well under way with their interchange project at Hopyard Road near Pleasanton, employing about twenty of the Brothers. They were also low bidders on the excavation for the new Kaiser plant at Pleasanton.

A contractor got off the hook last night when the Pleasanton City Council released him from a low bid that had, he claimed, a \$73,000 oversight.

Vincent Rodriquis, the contrac-tor, had submitted the low bid for work on the West Pleasanton Assessment District. He told coun-cilmen that he had neglected to include sub-contractors fees of \$35,000 and trenching costs to-



Brother Ray Young, better known as "Brigham" to all his friends, hung up his coveralls on May 31, 1968, put his home in Concord on the market, and is looking in the area of Carson City, Nevada, for a retire-ment home. "Brigham," who has been a continuous member of Local 3 since 1940 has been known and respected as a top operator and a fine fellow.

"Brigham," who for the past few months has been working at Humble Oil in Benecia, was surprised on Friday, May 31, 1968, by the fellow workers when they gave him a surprise farewell before work. He was presented with a depth finder for his boat as a going away present.

The picture left to right: Bill Vaughn, Joe Venti, "Brigham," and John Straus.

Brother John Straus is equipment supervisor for Braum Brothers; Brothers Vaughn and Venti are foremen under him.

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talling \$38,000. At his request, the Council released him from the bid and refunded a \$50,000 bond. The bid was awarded to the second highest bidder, Swa's Pipeline Company of Hayward and work is now under way with about five of the Brothers em-ployed at this time. We should have about 15 Brothers employed when the project once gets into operation on a full scale basis.

BIG NEW STEEL MILL FIN-ALLY IN FULL SWING—This long-promised job at Antioch finally is beginning to take big strides toward getting in full swing. The American Bridge Co. is the owner of the site and the prime contractor with Morrison Knudsen Co., the sub-contractor doing the excavation and grading of the entire site. Also at the same project, doing all of site boring is Myren Drilling and they are able to keep about 8-9 Brothers going. Other sub-contractors of size on the project are the Camblin Stello Co., Harper Co., Fishback & Moore, Lummus Co., and others. There is plenty of activity everywhere on this job site and will stay busy for a while. The completion date is set for May 1, 1969.

Also at Antioch, another big subdivision being let by Gentry Builders, was awarded to Mob-erly Construction with approxi-mately 400,000 yards of material to be moved. In all probability this job will go two shifts until completion.

Independent Construction is keeping a large force of Brothers steadily busy on large subdivisions in Pleasant Hill and Orinda. These subdivisions will finally, before completion, amount to at least 1,200 houses and a total dollar value of about \$20,000,000.

All rapid transit work also hold-ing steady and shall remain busy for at least the next eighteen months.

We would like to express our deepest sympathies to the family and friends of Brother Albert Gav-illet of Layette who just very re-cently was killed on the job while dismantling a crane boom.

Murphy Pacific Bridge has a

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large crew working long hours fabricating the girder sections for their Mission Bay Bridge job in San Diego. These sections are transported and erected by their 550-ton barge crane (The Marine Boss), which is now on its way to San Diego with the third load. This Company will also build two more large bridges in this way. The next will be in San Pedro and the other in Sacramento.

Fruin & Colnon Co. was low bidder for the B.A.R.T. subway stations in North Berkeley, they also were the successful bidders on 10,000 feet of Rapid Transit work from El Cerrito to Rich-mond. They are now moving equipment in on these jobs and will start work as soon as the jobs are awarded.

Syar & Harms is now finishing the first of two dirt jobs for the Silver Development Company in Pinole. Each of these units will be over two hundred thousand yards. Plus the concrete and street

ODE TO RETIREMENT

A ten ton load hanging on the boom,
Never worried Brigham so long as there's room.
To move it to its pre-arranged site
To set it in place and secure it tight.

He sat in that seat like a mighty king,
And always smiled when he heard that ring
Of steel meeting steel;
What a beautiful thing.

Forty years on all kinds of rigs,
Some were new—others were pigs.
No need to see, he could tell by feel
That the time had come to dog off that steel.

But that's all past,
The time is here
For fun and play in high atmosphere.

No more levers—no more steel.
His only concern is his favorite reel.

He will still sit a seat
But it will be afloat,
When he gets on the river
In his brand new boat.

So a caution to Carson
But we'll make it plain.
There's no way to lose,
You can only gain.

By having Brigham join your mighty throng,
There is no way in the world you can go wrong.

But when you hear thunder so loud and clear,
That you think the end of the world is here,
Just stem your fears, just put them down,
All it means is that Brigham's in town.

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work. The second unit is sched-uled to start later this summer.

ROCK, SAND, AND GRAVEL industry is on the move, the big-gest move being in Southern Ala-meda County. P.C.A. in Center-ville has a two-shift crew, full time operation going. Rhodes and Jamieson has also started a two-sift operation in Centerville. Most of this material is being used for the B.A.R.T. projects.

Equipment Shop has been mov-ing along but not at the rate for this time of the season.

Scrap Iron Industry in Oak-land is still very slow. With a very few scrap ships in and out, business has really dropped off.



THREE LITTLE KITTENS that lost their home during the remodeling and expansion of the main offices of Local Union No. 3 in San Francisco get special attention from Alice Sutton, Joe Frauenhofer, Personnel Director, and Jean Warnock, secretary to T. J. Stapleton, Rec-Corr. Secretary of the union. Frauenhofer adopted the trio and reports that although he had to feed them with an eyedropper the first week or so, they are doing fine and eating everything that doesn't run.