

July Semi-Annual Draws Small Crowd

"Serving the men who move the earth"

ENGINEERS NEWS

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



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SAN FRANCISCO, CALIFORNIA



July, 1970

By-Law Changes, Dues Suspension Top Busy Agenda

A seven dollar (\$7.00) dues suspension and proposed amendments to the by-laws were the key topics of discussion at the July Semi-Annual Meeting of Operating Engineers Local Union No. 3 held at the Marine Cooks and Stewards Hall in San Francisco on July 11.

In making the announcement that the Executive Board had recommended suspension of all but two dollars (\$2.00) of the nine dollar (\$9.00) dues increase authorized by the By-Laws, T. J. "Tommy" Stapleton pointed out that dues were tied to wage gains by the By-Lawst and failure of the membership to accept the Executive Boards recommendation for suspension would result in an automatic increase of nine dollars (\$9.00).

Business Manager Al Clem pointed out that the Executive Board's decision to suspend most of the authorized dues increase was predicated on continued economical operation of the union with no cut in the service provided the membership.

The recommended changes to the By-Laws were read by the Recording - Corresponding Secretary Tom Stapleton who pointed out that Resolutions A, B and C to amend Articles V and VI of the By-Laws would have to be voted on by secret ballot at the Semi-Annual, while it was mandatory to take Resolutions 1 through 6 to the membership for a general referendum.

Results of the secret ballot vote on Resolutions A, B and C to amend Article V and VI of the By-Laws tallied 326 yes votes against 22 no votes.

Length of the meeting prevented Business Manager Clem from giving his semi-annual report on the state of the union, however, highlights of the report included:

PERSONNEL REPORT	
Membership	35,594
Employees	143
Officers & Business Agents	79
Dispatchers	18
Rancho Murieta	33
Apprenticeship	22
Credit Union	8

Total Employees 224

• Some 667 short and long form contracts have been negotiated in 1970.

• There are 1,402 Job Stewards and 739 Safety Committeemen.

• The union has an operating fleet of 78 cars, 21 of which were purchased in 1970.

• There were 1,402 year cards issued in 1970.

• So far in 1970 some 15,684 members have been dispatched to jobs.

• There are 2,298 members now on pension and 194 of those have gone on pension during

See SEMI-ANNUAL page 16

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 the 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.



SCHOLARSHIP WINNER Alan Fox spoke briefly to the members in attendance at the July Semi-Annual Meeting. Looking on are (left) T. J. "Tommy" Stapleton, Recording- Corresponding Secretary and (right) President Paul Edgecombe.

Name Scholarship Winners in Local 3's Annual Competition

A young lady from Panguitch, Utah, Helen Miller, and a young man from Lindsey, California, Alan Fox, have been named top winners of the seventh annual scholarship awards sponsored by Operating Engineers Local Union No. 3.

Presentation of a \$500 check and an embossed plaque was made to young Fox at the semi-annual meeting of the union in San Francisco, last week. Miss Miller was unable to attend because she is currently in summer

prep at Southern Utah State College, however, her \$500 check and plaque will be mailed to her.

Alan Fox is the son of Brother Richard Fox who joined the union in 1952, the same year Alan was born. Alan is an all-around American boy and was a Boy Scout and a member of the Boy Scout honor camper society, Order of the Arrow.

Master Fox played in the school band, belonged to the athletic cup and played football, basketball, tennis and engaged in track. He was class officer and president of the California Scholarship Federation.

Helen Miller is the daughter of Brother McHenri Miller who is a fifteen-year veteran of Local 3. Miss Miller attended Panguitch High School where she was editor of the school paper; member of the Model United Nations; a class officer and active in the scholastic honor society.

Miss Miller was also a member of the Student Council, Pep Club, Speech Club, Chorus and Band. Helen was elected as the Student with the Most School Spirit in her junior year and in her Senior year was voted the Best All Around and Most Likely to Succeed student.

Besides her numerous school

See SCHOLARSHIPS page 5

Napa Area Only North Bright Spot

By RUSS SWANSON & BOB WAGNON

The beautiful Redwood Empire summer is here again and our work load is down considerably compared to what it was a year ago.

In Napa County the only two jobs of any consequence this year are the Berryessa Highlands and the Springwood Subdivision jobs. Both of these will be finished by mid-summer, although there is a possibility of Unit 3 of Berryessa Highlands being developed but, at this time, no target date has been set.

Berglund Tractor Co. is still talking about moving their plant to a location between Napa and Vallejo but have not gotten started on this as yet. Last year at this time Berglund had a work force in excess of sixty (60) men but this year the work force is off by 15 per cent, so our picture for Napa County is not good.

Up in Lake County we have two land development projects going which provide quite a lot of work for the Brothers but, again, these projects will both be completed by the end of 1970. The picture will brighten somewhat in Lake County as Gordon Ball Company was the

See SANTA ROSA page 3

The Winner!

1st Runner-up

1st Runner-up

2nd Runner-up



HELEN MILLER



BRUCE HOBERG



ANNA HOPPERSTAD



KAREN DAVIS

OFFICIAL NOTICE BY-LAW AMENDMENTS

If you have any questions regarding your ballot for amending your Local Union By-Laws, please contact the following:

Price Waterhouse & Co.
555 California St.
San Francisco, Cal. 94104
Phone:

(Area Code 415) 392-1032
Ask for whoever is handling the Operating Engineers Referendum Vote on By-Law Amendments.

T.J.S.



Collectively Speaking with Al Clem

Since our last report to you we have been extremely busy in negotiations on various agreements, and working on the Affirmative Action Programs to preserve the job opportunities of our union.

On Saturday, July 11 the Semi-Annual Meeting was held and was well attended. There was a recommendation from the Executive Board that all but \$2.00 per month of the dues increase in Locals 3, 3A, 3B, 3C, 3E and 3R be suspended in those collective bargaining agreements where members of Local 3D are employed. In certain instances all the dues increases in these collective bargaining units will be suspended.

There will be a round of special-called meetings held in each district of Local 3 during the month of July dealing with the proposed changes in the By-Laws and I am going to make every effort to attend as many of these meetings as possible and will be looking forward to visiting and talking to as many of the members as I can.

There were a number of resolutions introduced at the Semi-Annual Meeting which were approved by an overwhelming majority of the membership assembled which will be sent to all the members for their ratification in the not too distant future. In addition to this there will be a projected round of meetings whereby resolutions will be explained to those in attendance in their entirety, as well as to present the financial status of the union.

During the past month as Chairman of the Negotiating Committee, along with President, Paul Edgecombe, Vice-President, Dale Marr and Bill Relford, District Representative in the State of Nevada, considerable time was spent with the negotiating committee from the Nevada AGC. There was a special-called meeting of the membership whereby they received the report of the negotiating committee. I want to publically thank them for the position they took at this meeting in leaving it in the hands of the negotiating committee to use what economic action they deemed necessary to secure an honorable agreement. We went back to the bargaining table and reached a tentative agreement which I feel in all good conscience, we can recommend to the membership in District 11 for acceptance. We are hopeful of holding a ratification meeting on Sunday, July 19, and in all probabilities this will be held before many of you receive your copy of the Engineers News.

On Tuesday, July 7 there was a delegation of labor people and representatives from the A.G.C. and E.G.C.A. who met with Governor Ronald Reagan in his office in Sacramento. Also in attendance were Mr. Pier Gherini, Chairman of the Fair Employment Practices Committee, Mr. Paul A. Meaney, Chief, Division of Fair Employment Practices and Mr. Robert J. Keyes, Assistant for Community Relations from the Governor's office.

We discussed the feasibility in setting up a statewide plan for the construction industry that the Federal Government would approve for the training of minority groups to bring into this industry. This is really a one-sided proposition insofar as I am concerned for we have many Operating Engineers on the out-of-work list, and all we read about is cut-backs in the spending in the construction industry. If this is not enough, we have the ecologists and the bird-watchers protesting every project that would not only better the country but would furnish employment for those people who have made a living all their lives in construction work.

After two (2) years of constant sessions of negotiations and meetings, your local union was finally granted an election in the ship repair facilities in Guam. This has been a long up-hill fight and the election is set for July 24 and whether we win it or not, it will be a milestone in the progress on the Island of Guam as far as the labor movement is concerned in that we were able to secure a certification election.

During the month while in attendance at the General Executive Board Meeting held in Washington, D.C., this subject matter was taken up with the various government offi-

See MORE COLLECTIVELY SPEAKING page 5

Oakland Expected to Show Work Gain in Near Future

By TOM CARTER

SOUTHERN ALAMEDA COUNTY—The work in the area is showing signs of picking up at this time and it looks as though we will have more work for the second half of the year than we have had this first half.

Sollitt Construction Company has recently been awarded a contract by B.A.R.T. for the construction of the Southern Alameda County Station in Fremont. A pre-job conference has been scheduled for this project the last part of June and construction should begin sometime in July.

Challenge Construction Company from San Mateo is scheduled to start work on another unit of their development in Hayward. This unit will consist of moving about a million and a half yards of dirt plus the underground and paving. At this time they are working on the preliminary pipelines and the fill areas.

The Highway Department will open bids for the section of highway 50 from Santa Rita Road in Pleasanton to Vasco Road in Livermore next month.

This job should be underway by late summer. This job will have nine structures and about a million yards of excavation and fill. The engineers estimate the job will run about 14 million.

By ALEX CELLINI

TO: EQUIPMENT DEALERS, SCRAPYARDS, PLANTS AND QUARRIES—The shops continue to operate at a regular pace. Loggers & Contractors had a change in name here a while back. Now known as I. R. Equipment. We are still enjoying good relations with this company... with the same crew of brothers working there.

All other dealers are doing well.

The Scrap Iron Industry has become quite automated. Schnitzer Steel has a giant machine four stories high and 500 feet

long. It's operating on the Oakland waterfront and is death for old cars. The behemoth operates like a very large, very sophisticated rock crusher, the heart of the mechanism is a 15-by-15-foot box made of six inch thick steel. Thirty-six hammers inside the box pound away and within 20 seconds a full size car body is reduced to a pile of metal chips about the size of a man's hand. The machine is fed by cranes; one is operated by Job Steward William "Bill" Rodrigues and the other is operated by Brother Harry Green and from time to time, Safety Committeeman L. A. "Buck"

Wentworth works with this team.

Rock, Sand and Gravel at their bases of operation are moving at a very slow pace.

The work picture being somewhat dim at this time and for this time of year, I leave you with this thought: Life is easy when you think about it. All you have to do is accept the impossible, go without the indispensable, and bear the intolerable.

Or, take some active steps to change it, consider up-grading your skills or learning new ones at Camp Rancho Murrieta. Think about your brother for a

See SECOND HALF page 3



Bill Relford



Norris Casey

Name New Officers To Local Hierarchy



Tom Bills

Business Manager Al Clem has announced the resignation of three Local Union No. 3 officers effective June 21, 1970. They included I. J. Neeley as Trustee; Gail Bishop as Conductor, and Norris Casey as Guard. Casey was reelected as Conductor replacing Bishop.

Clem praised both Neeley and Bishop for their outstanding service to the union and membership and wished them luck in any future plans.

Tom Bills of Midvale, Utah will replace I. J. Neeley as Trustee. Bill Relford of Reno, Nevada will replace Norris Casey as Guard.

Tom Bills is also serving as District Representative in Nevada and Norris Casey continues as District Representative in Oakland.

Mayor Is Appreciative

June 22, 1970

Mr. Al Clem, Business Mgr & International Vice President Operating Engineers Local Union No. 3

Dear Mr. Clem:

I would like to express sincere thanks and appreciation from the City Council and the voters of San Rafael to you and your union members for the fine support and aid in successfully putting across the recent Sewer Bond measure that appeared on the June 2nd ballot.

Councilman Fred Jensen, an old-time union member who is well acquainted with the union work, has suggested we especially commend you and Al Hansen for your help.

Again, in speaking for the City of San Rafael, we are grateful for the splendid civic-minded work you and your members have so graciously contributed in this very worthwhile cause. Sincerely yours, C. Paul Bettini Mayor



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Second Half Picture Brighter Santa Rosa

(Cont. from page 1)

(Cont. from page 2) change and his needs... donate blood to our blood bank. Become involved in your Union and your Country, you can bring about mighty changes by the use of your vote at the ballot box. Your vote is a hammer... use it!

By HERMAN EPPLER

EASTERN CONTRA COSTA COUNTY—We have a couple of new dirt jobs starting in the Rheem Valley. Independent Construction is now working on 350,000 yards of dirt to be moved to make room for more homes in this area. They have approximately 15 brothers working on that job.

Gallagher & Burk have the same type of job and are employing about 12 operating engineers on their spread. The Rheem and Moraga areas are growing very fast and this summer Fastmeier Construction Company will finish several additions to the High School which will not only enlarge the facility for the growing population but, they are adding a new Library and Mechanics Training Shop for students.

The PG&E Power Plant is progressing on schedule, at this time we have approximately 30 engineers working at the Pittsburg location. Weismer and Becker have started, along with W. M. Kellogg, new projects in connection with the steam plant.

The men working for Perini Corporation have been doing real well at the Antioch Freeway Project. We have about 35 brothers there now and will be putting the finishing touches on that job this summer.

United Construction Company are building apartments at Michigan Blvd. and Ygnacio Valley Road, they have two units completed and will be starting the third sometime in July.

B.A.R.T. has started two new stations in this area: one located in Walnut Creek, next to N. California St., will be built by Wheatly & Jacobson, and one in Orinda will be built by Arntz Const. Co. Both projects are a little more than a million dollars each.

Dravo Corp. is a little slow on this side now but are still laying ties and will start in the tunnel again soon.

Gallagher & Burk were awarded the Ygnacio Valley Road Project, this will widen the present two-lanes to a divided four-lane highway from Oak Grove Road to Clayton Valley Road. Traffic will be slowed down in that area for the next two months.

By BOB HAVENHILL

BERKELEY TO ALAMEDA AND S.F. BAY BRIDGE TO CASTRO VALLEY—If I were to use the first paragraph from the last Engineers News, which I submitted, about how poor the work picture was and how we're hoping it will get better, nothing would have changed except I am now praying along with hoping the work picture will improve. The work situation is getting more critical every day; someone said, "IT'S LIKE DIARRHEA!" and I think you know what he meant.

We have several good jobs going in the area, but, they are not new and are not taking the pressure off the out-of-work list. They are, however, keeping many of the members off the list, "Thank Heavens," Dravo-

Ball-Granite has the biggest job going in my area, at the present time, with about forty or fifty members on the payroll. They are triple shifting the Trans-Bay Tube, invert concret-ing and are making good progress.

Speaking of progress Free-lance Peterson of Gallagher & Burk is now in good standing with his dues paid up. It was a tough fight but he finally made it. I might also say, if you have any ideas about giving some hippie a close hair-cut, you should talk to Brother Leonard Perry ("The Barber"). I believe he has some first hand knowledge of such an undertaking. MERCY, how that Demon Rum makes a man act!

Bruce Humphreys, formerly of Gordon H. Ball, has stepped out on his own with the purchase of a new Back-Hoe, a new Leader, and a slick little Bob-Tail Dump Truck. He calls the new outfit "VENTURE II." Now you may not believe this but his wife, who stands perhaps 5 feet tall and weighs... maybe 95 pounds, is the bob-tail driver. I'm telling you she has to sit on a lunch box to see over the steering wheel. She is doing a fine job of it too. But, I personally think the Operating Engineers deserve to have the honor to have her membership instead of letting the Teamsters get the up-grading. (She is the cutest truck driver you ever saw.) In all seriousness, Bruce, the Best of Luck to you both!

Rancho Murrietta Training Center has room for several more men who would like to have something besides luck going for them when they go out on their next job. If you, or anyone you know, has had more than 6 or 7 dispatches in the last year, perhaps you or he might need retraining or new training to make a better hand in the field. Think about it Brother... it's your paycheck we're talking about. The room and board and the instruction you will receive, is free of charge providing you have not been to the Camp before, would cost you approximately twelve to fifteen hundred dollars if it were available, which it is not, at a private Heavy equipment School.

If they start a class for Job Stewards at Rancho Murrietta I would like to recommend Bro. Doyle "Bud" Sievers as the Instructor. He is doing a bang-up job of it on the Robert E. McKee, Laney College Job. Brothers, when the work situation gets like it is now, you'll find anybody and everybody trying to steal our work at every opportunity; so watch out for them, ask them to see their dues cards, and if they refuse, call a Business Representative at the first possible chance. Do not, however, put your own job in jeopardy by telling them they can't do anything. Just call your Business Representative and let him handle it. I guarantee you all the Representatives will appreciate your help.

Retired Brother Lee Morgans says if any of his old S. I. buddies would like to stop by and chew the fat about anything he would be delighted. He is doing a job of recuperating at the Parkland Convalescent Hospital at 1440-168th Ave., San Leandro. The telephone number is (415) 357-1887, give him a call.

We wish to tender our sincere condolences to the families and friends of Brothers

Gilbert Miranda and Carl Johnson who passed away May 9, 1970, and May 27, 1970, respectively. Both of these brothers will be sorely missed.

By JOHN NORRIS

WEST CONTRA COSTA COUNTY—As of this writing work in the Richmond area is picking up with a few of the brothers being dispatched on short duration jobs. There are several buildings and apartment houses being built in downtown Richmond and in the El Cerrito and Emeryville area, the largest of these is the 903 unit apartment house complex being built by Lathrop & McCloskey at the foot of Powell Street in Emeryville. At this time the dirt work is finished and Malcam Drilling has two rigs on the job drilling pilot holes for the piling.

The Bechtel job in Rodeo at the Union Oil Refinery has turned out to be a good job for our brothers with approximately 65 members employed by Bechtel and several other subcontractors.

The William A. Smith Co. has

the contract for 10½ miles of track between Berkeley and at the present time have three shifts working. This job should be a good one for the 20 brothers on the job. The completion date for this job is June '71.

Quarry Products is still going strong with two shifts and should be able to keep most of the brothers busy at least until all the B.A.R.T. work in the area is finished.

Rothchild-Raffin Co. is well underway on their job in Richmond with sub-contracts strung out on their job from McDonald in Richmond down to Rheena St., in San Pablo.

There is a noticeable lack of dirt work in this area as with almost all of Northern California due mainly to the big cut-back in Federal Spending. Gallagher & Burk just finished a small \$90,000 job on Appian Way in Pinole widening the on and off ramps. Pacific Excavators just started their little dirt job on Moeser Lane in El Cerrito. This is the biggest dirt job in the Richmond area and was let for a bid of \$212,000.

low bidder on the Lakeport Freeway bypass. This job is in excess of six (6) million dollars however, at this writing, it has not been awarded. Also, Abasco Paving, who was completely down in work, was the low bidder for the Highway 20 overlay. This and other small private development work should keep the economy stable for another year.

Mendocino County has the majority of the work in District No. 10 but the three major projects that are presently going, which are the Peter Kiewit, Vinell Corp. and Guy F. Atkinson highway jobs on 101, will all be completed this year.

At Willits, the Brooktrails land development has provided a tremendous amount of work for the past three seasons, however, we have no prediction as to how long this work will last. From the looks of things at the present it could continue for some time to come. This year A. Teichert & Sons are doing the excavation and underground work which amounts to about four (4) million dollars. Recently Gravelle & Gravelle were the

See SANTA ROSA page 4

DON'T LAY YOUR LIFE ON THE LINE.



When you're working with high-rising equipment, show a lot of respect for power lines.

Cranes, booms, scaffolding, drilling rigs, hay derricks and irrigation pipe become dangerous electrical conductors when they touch overhead wires.

So play it safe. Operate your equipment with care. Never move rigs with the boom up, or lift pipe without first checking your clearance.

PG&E Look up—and look out for power lines.

NLRB Upset in Court Rule on BCT Action

WASHINGTON — The U.S. Court of Appeals for the District of Columbia upset a 20-year-old tradition by ruling that the National Labor Relations Board may not step into jurisdictional disputes over construction work when the unions involved have agreed to arbitrate the dispute.

Upholding the position of the AFL-CIO Building & Construction Trades Dept., which filed a friend-of-the-court brief, the 2-1 ruling by a three-judge appeals panel was that Congress did not intend the employer to be a party to a jurisdictional dispute within the meaning of the National Labor Relations Act.

Therefore, the judges ruled, the NLRB had no right to decide the dispute, since the unions contesting the issue had previously agreed to let it be settled by the National Joint Board for the Settlement of Jurisdictional Disputes.

The decision, according to the department's general counsel, Louis Sherman, is important to construction unions and employers. Sherman said it gives "added status" to the role of the Joint Board in ruling on disputes.

"The Joint Board often reverses an employer's assignment of work to a particular union," Sherman declared. "The labor board usually takes the employer's way out."

The D. C. appeals judges, with George E. MacKinnon dissenting, voted to set aside a 1968 NLRB order and to deny enforcement of a finding that Plasterers Local 79 committed an unfair practice by picketing two Houston, Tex., tile firms in protest against an award of work by the NLRB to a tile setters' affiliate of Bricklayers Local 20.

Judges Harold Leventhal and Carl McGowan wrote "the NLRB may not properly proceed to determine a jurisdictional dispute" under Section 10(k) of the labor act "when the disputing unions have agreed to settle their dispute through binding arbitration."

A new method of setting tile raised a question of union jurisdiction over the work. When the two unions disagreed over the issue on construction of an addition to the University of Houston library, the dispute was submitted to the Joint Board.

The Joint Board awarded the disputed work to the plasterers, with certain exceptions.

Santa Rosa

(Cont. from Page 3)

successful bidders on the \$470,000 dam to be built, which will result in a beautiful lake for sports and fishing at Brooktrails Joe LaMalfa and H. Earl Parker will be starting to put in base rock and paving on their portion of the work, which is a carry-over from last year. The rock, sand and gravel plants around Ukiah are still grinding rock, but not as fast as in the previous years due to the slowdown in construction.

Around Santa Rosa, which is the hub of activity, there are numerous small jobs being done by the A. B. Siri Co. Argonaut Construction and Don Dowd, but the only job of any real importance is the Warm Springs Dam on Dry Creek out of Healdsburg. This will be a tremendous project in the next few years, but about all that is taking place this year is a small tunnel being driven by Gates & Fox Company and the new road relocation job by Piombo Con-

struction, who was the low bidder in the amount of \$4,800,000 and which should be awarded within the next few days. Also around Healdsburg Blasi-Engelke Co. is busy putting in the sewer treatment plant.

This wraps things up for this month and we are hoping we can give you a better work picture in our next report. Until then, "Safety Starts at Home."

WASHINGTON, D.C. — California Congressman Harold T. (Bizz) Johnson has forecast early approval by the House of Representatives of a \$61 million water development program affecting the 20-county region he represents in Congress.

Highlights include the start of construction of the Hidden and Buchanan Lams and Reservoirs in Madera County, and the continued construction of the New Melones Project on the Stanislaus River, the Auburn Dam and Reservoir on the American River, the Martis Creek Project, Sacramento River flood control works, and the fish facilities under construction as part of the Tehama-Colusa Canal Project.

"While construction speed-ups are always desired," commented Representative Johnson, "this is a realistic program in view of the extremely tight budgetary situation in which the nation finds itself."

Congressman Johnson emphasized, however, the importance of keeping these and other construction programs on schedule so that they can be completed and the benefits which accrue — flood control, domestic and irrigation water, recreation, fish and wildlife enhancement, and generation of electrical energy — will be realized and in turn will be repaying the costs of construction of these projects.

The California Representative, who serves as chairman of the Irrigation and Reclamation Subcommittee of the House of Representatives, emphasized that much of the cost of water development is recovered by the Federal Government through other returns.

Congressman Johnson also noted the importance of this type of construction activity

during periods of high unemployment.

The Congressman also noted that the Appropriations Committee had agreed to increase three items over the recommendations initially made by President Nixon. All three were among the items sought by Representative Johnson during hearings earlier this year.

These included construction funds for Hidden and Buchanan Reservoirs, for which nothing other than previously appropriated budgetary reserves had been earmarked. A total of \$3 million was added to the budget by the committee for construction on these projects.

If approved by the House and the Senate and released by the President, this will mean a full construction year on both projects.

The third addition involved the start of design of the Chester Flood control project in Plumas County. Nothing had been budgeted by President Nixon, but following Representative Johnson's appeal, the committee recommended an appropriation of \$50,000 which will permit the Corps of Engineers to begin design work. This will take about two years, officials advised the Congressman.

New Hilo Member

At its meeting on April 23, 1970, the Hilo members elected RICHARD SHIGI, S.S. No. 576-34-2764, as Grievance Committee member.

SCHEDULE OF MEMBERSHIP MEETINGS FOR PROPOSED AMENDMENTS TO BY-LAWS—1970

District No.	Location	Month of JULY 1970 Day	Date	Meeting Place and Address
2	OAKLAND Special Called	Tuesday	14th	Labor Temple, 2315 Valdez Street (near 23rd Street), Oakland, Cal.
3	STOCKTON Special Called	Thursday	16th	Engineers Building 2626 N. California, Stockton, Cal.
1	SAN FRANCISCO Special Called	Friday	17th	474 Valencia Street San Francisco, Cal.
12	SALT LAKE CITY Special Called	Friday	17th	1958 West North Temple, Salt Lake City, Utah
11	RENO Special Called	Saturday	18th	Musicians Hall, 124 W. Taylor Reno, Nevada
10	SANTA ROSA Special Called	Monday	20th	1706 Corby Avenue Santa Rosa, Cal.
4	EUREKA Regular	Tuesday	21st	Engineers Building, 2806 Broadway Eureka, Cal.
7	REDDING Regular	Wednesday	22nd	Engineers Building, 100 Lake Blvd. Redding, Cal.
6	OROVILLE-MARYSVILLE Regular	Thursday	23rd	Prospectors Village Motel Oroville, Cal.
5	FRESNO Special Called	Friday	24th	3121 East Olive Ave. Fresno, Cal.
8	SACRAMENTO Special Called	Monday	27th	C.E.L.T. Build., 2525 Stockton Blvd. Sacramento, Cal.
9	SAN JOSE Special Called	Tuesday	28th	Labor Temple, 2102 Almaden Road San Jose, Cal.
1-D	HONOLULU, Island of Oahu Regular	Wednesday	29th	YWCA Community Room 1040 Richard St., Honolulu, Haw.
1-D	HILO, Island of Hawaii Regular	Thursday	30th	Hawaii Technical School 1175 Menoa, Hilo, Hawaii

"Bizz" Johnson Pushes Early Approval of Nor-Cal Projects

HOUSE COMMITTEE RECOMMENDATIONS PUBLIC WORKS APPROPRIATIONS FOR FISCAL 1971 ARE: U. S. CORPS OF ENGINEERS

Construction Project	Amount	Comments
Buchanan Reservoir	\$1,550,000	Commence construction
Hidden Reservoir	2,040,000	Commence construction
Chester	50,000	Commence design work
New Melones Reservoir	11,900,000	Continue construction — activity, primarily on \$26 million diversion tunnel
Martis Creek	2,400,000	Continue construction of Main dam
New Bullards Bar Reserv.	751,000	Final reimbursement for flood control benefits
New Don Pedro Reservoir	2,200,000	Next to last payment on flood control benefits
New Exchequer	390,000	Final payment on flood control benefits
Oroville Dam	3,213,000	Final payments on flood control benefits
Marysville Reservoir	894,000	Complete design work
Sacramento Bank Protect.	2,600,00	Continue construction — Now about 50% complete
Sacramento Tributaries	500,000	Continue construction — Now about 90% complete
SURVEYS AND INVESTIGATIONS:		
California Region	\$ 633,000	
North. California Streams	240,000	
San Joaquin Basin	125,000	
Sacramento Navigation	32,000	
Klamath River	40,000	

U. S. BUREAU OF RECLAMATION

Trinity River Division (Clear Creek—Cow Creek)	\$1 142,000	Continue design and land acquisition for Cow Creek laterals
Tehama Colusa Canal & Fish Facilities	7,040,000	Facilities and erosion control at Red Bluff reservoir
Auburn Project	11,998,000	Continue construction of Forest Hill Bridge and commence construction on tunnel
Folsom Canal	11,200,000	Continue construction on Reach 1
Nevada Irrigation District	700,000	Small project loan for distribution system
Klamath Project	60,000	Replace drains at Tule-lake

STUDIES AND INVESTIGATIONS:

Sacramento River Basin	\$ 80,000
East Side Canal	166,000
Sonora Keystone	30,000
Lake Tahoe	62,000
Paskenta-Newville	220,000
California Region	407,000

Sacramento DR Say Work Picture Is Worst in Years

By DOUGLAS M. FARLEY,
District Representative,
AL DALTON, MARTY
COORPENDER, KEN ALLEN,
AL SWAN

We have a new location in Sacramento at 8580 Elder Creek Road. The new phone number is 383-8480. Come by and see us! I'm sure that by now the comfort of our new office is enjoyed by all; park with ease.

Brothers! Of date we are faced with unemployment like many of us had never seen, or thought could happen, but it has, and with this the ever important task of each and every brother engineer to police his job for work that should be theirs and to report to his district so that enforcement of the contract can be carried out. Jurisdiction is now more important than ever, not only the employer factor, but the work grabbing of other unions. Unions who no longer feel the building tradesman is important. Unions who feel that "grab first" is the way of life. All this could and does fall very hard and swiftly right onto the shoulders of each and every one of the members of Local No. 3. Read and know your master agreement for working rules. Read your bylaws for knowledge of your union's working rules. This is important not only for the reason of doing things the right way, but so that you, the engineer, will be protected from the loss of your job and the union be protected from unnecessary law suits.

The Bureau of Reclamation has finally sent out the invitations to bid on the Folsom South Canal. The bids will be opened on June 30, 1970. This job will be 14.5 miles long extending from Folsom Boulevard to the Cosumnes River, including the syphon under the river. The project will run about 20 million dollars, with 10.8 million cubic yards of earth to move. An additional 8 miles will be let in October to complete the canal out to the nuclear power plant at Rancho Seco.

Rodoni & Sons is just getting started on the holding reservoir. They are stripping what will be a million yard earth fill dam that will hold the cooling water for the nuclear power

plant. Brother Howard Green is the job steward and David Silva is the safety committee man.

Surveys started off with a bang in the valleys and mountains early last month, but have slowed almost to a halt lately. However, work does look to pick up, but being an election year . . . While on the subject of election, be sure to get out and vote, and make it count for the ones who will do us some good.

We have been picking up a firm or two that were non-union in the hills and expect to have quite a few more in the next month or two. Work still looks good for the lake and the hills once it gets thru all the agencies required for approval.

In the mountain area out of Sacramento a few more jobs have been let and will start soon.

The Gates & Fox Company is working a number of our operating engineer brothers at their shop in Loomis and they are getting the equipment ready to move to a job in Alaska. They plan to take a few key men with them to Alaska. The job will run 30 days on and 5 to 10 days off.

Granite Construction Company is working a large crew of our brothers on their job at Penn Valley. This job should last for some time. Job consists of a dam and a housing project.

Dravo Corporation is ready to put the finishing touches to the Brush Creek Project. This was a good job and most of the men were transferred to the Loon Lake Powerhouse and shaft job.

The Jene Elliott Company has an M.I.D. project east of Nevada City with about 20 operating engineers working. This job should last most of the summer. The Jene Elliott Company also has another job in Alta Sierra near Grass Valley.

Bennett Murray and Joe Vicini are taking care of the Placerville area and the foothills.

Upon the south fork of the American River, where Hiway 49 bridges at Coloma, we have two tech engineers and their families who have carved out of the wilderness a campsite.

21 SM Brothers Give Blood In Building Trades Drive

By BILL RANEY &
DICK BELL

The San Mateo Building Trades Semi-Annual Blood Bank Day was held at the San Mateo Fiesta grounds on Saturday, June 13th. A great turnout of craftsmen showed up to help themselves, their families, their unions and their community.

Some 328 building tradesmen showed up to give their life's blood in small quantities to help those who need it in times of adversity. Local 3 came in sixth on the totem pole with 21 donating. We thank the following brothers for their loyalty and devotion to their brother members:

DICK BELL
JACK RILEY
KENNETH MCLEROY
GEORGE DOYLE
NAT JOHNSON
AGNES MCGUIRE
ROBERT MCGUIRE
MRS. HARRY FREDRICKSON
HARRY FREDRICKSON
JIM THORNOCK
HAROLD PFEIFER
HAROLD NICHOLS
RAY COSTA
MRS. HAROLD NICHOLS
J. J. GAHAGAN
JAMES JENSEN
HERB STONE
BRUCE HARWOOD
LOUISE HARWOOD
NORRIS CLARKINGS
BOB HONERLAH
MRS. LLOYD FRANKLIN
LLOYD FRANKLIN
DAVE CAMPBELL
LOUIS LOVISCO

LOOKING AT THE WORK PICTURE — New jobs of any size in San Mateo County this season have so far been non-existent which means that the out-of-work list is still longer than it should be for this time of the year. Earlier in the year the work that was supposedly slated

to be let sounded as if we would have a good year in the area but it just hasn't developed as hoped. There are new jobs being let but for some strange reason they are extremely slow in being advertised. Looking on the brighter side of the picture, there are several San Mateo County projects included in additional funds allocated by the state Highway Commission for the 1970-71 fiscal year highway construction program.

These are part of 39 projects in the state held back during a \$126-million cut in the commission's decision to hold back in cooperation with a federal program aimed at curbing inflation. Some of the projects included are widening the Southern Freeway (Interstate 280) from six to eight lanes between the interchange with Alemany Blvd. (Rt. 1) in Daly City and the interchange with the James Lick Memorial Freeway (Rt. 101) in San Francisco, a distance of 4.1 miles.

Also included is to widen the Redwood Creek Bridge, the Redwood City utilities undercrossing, the Redwood Harbor overhead across the Southern Pacific Railroad's tracks, the Spruce Street (Rt. 114) interchange and the Hetch Hetchy aqueduct on the Bayshore Freeway (Rt. 101) to permit the widening of this facility from six to eight lanes between south of Whipple Ave. in Redwood City and the Santa Clara County line, a distance of 6.6 miles. The widening of 1.6 miles of the freeway between south of Whipple Ave. and south of Harbor Blvd. has been programmed for the 1971-72 fiscal year.

Another project included is to widen the overcrossing structure of the Ralston Ave. interchange on the Bayshore Freeway (Rt. 101) in Belmont from two to six lanes and widen its western approach from Hiller St. to four lanes. The project includes completing the interchange which serves traffic destined for the Marine World complex by constructing two additional cloverleaf loop ramps.

Work has recently started up on the project involving Interstate 280 and State Route 92 in the realignment of 1.6 miles of Canada Road to serve as Interim Rt. 280 in order to facilitate construction of the Interstate 280 Freeway in that area. The project includes constructing a new connection between the interchange site and Ralston Ave.

Fisk, Firenze and McLean Co. are doing this project with Arthur "Buzz" Haskins moving the dirt. Also part of the project is construction of a retention dam to collect turbid drainage water from the Interstate 280 Freeway area and a pumping plant to pump the water into a recently constructed discharge line.

Work continues hectic as ever at the San Francisco Airport

See SAN MATEO page 16

More Collectively Speaking

(Continued from Page 2)

cials as well as discussing the feasibility of starting some work thereby creating more job opportunities for the members of Local 3 in Northern California.

A meeting was also held between the committee representing the International negotiating the National Pipe Line Agreement and with the Employers representing this industry. Discussions were entered into relating to a National Health & Welfare Plan for the members of not only our Local Union but other Local Unions following this type of work.

In addition to the various shop agreements that are open throughout our jurisdiction, we have another major contract being opened and that is the Rock, Sand and Gravel Industry in California. We are hopeful that we can resolve this one without any work stoppages, as this agreement covers quite a number of our members.

During the month of June there were 102 short form agreements signed and 17 long form agreements signed making a total of 119 agreements and 3376 men dispatched to the various jobs.

In closing, if you have not registered to vote it is suggested that you make every effort to do so.



LOCAL 3 SCHOLARSHIP WINNER Alan Fox is congratulated by Business Manager Al Clem following presentation of a \$500 check at the July Semi-Annual Meeting. Fox is an

engineering, math and science student and plans to attend College of the Sequoias and the University of California.

Scholarships Awarded

(Cont. from page 1) activities, Miss Miller held a part-time job and was active in church work. Helen plans to major in accounting and Business Education at Southern Utah State College, Cedar City, Utah.

The Committee for Undergraduate Scholarships and Honors at the University of California made the selections and found the competition very close. Finalists included:

1st Runner-up Bruce Hoberg, son of Brother Stanley Hoberg. Bruce was an outstanding schol-

ar and active in sports and the school band at San Marin and Novato High Schools in Novato, California.

1st Runner-up Anna Hopperstad, daughter of Brother Ernie Hopperstad of Pittsburg, California. Anna, an all around student at Pittsburg Senior High, was an excellent student with special interests in journalism and music.

2nd Runner-up William Cullis, is the son of Brother John Cullis and attended Enterprise High School in Redding, California. Bill's major interest was sci-

ence and he was active in the CYO, Wrestling and the Athletic Finance Committee. Young Cullis seeks a pre-med education with an M.D. in mind.

2nd Runner-up Karen Davis is the daughter of Brother Harold E. Davis of Spanish Fork, Utah. Miss Davis was an outstanding student at Spanish Fork High School and active in numerous school societies. She intends working toward a teaching and/or business degree.

Runners-up will be awarded special plaques at the various district meetings.

Reclamation Opens Bids on San Luis

By CLAUDE ODOM,
BOB MERRIOTT &
JAMES HALL

BID OPENING SET FOR JUNE 25 FOR SAN LUIS DRAIN SECTION — The U.S. Bureau of Reclamation will open bids for additional construction on the San Luis Drain and related features June 25. The project, estimated to cost between \$6 million and \$10 million, calls for construction of the 1,300 acre Kesterson (holding) Reservoir five miles east of Gustine, and 26 miles of unreinforced open concrete drain from a mile southwest of Dos Palos to Kesterson Reservoir.

At South Dos Palos it will join the first section of the Drain to have been built. The newly-completed 15.5 mile section runs from South Dos Palos to Nees Avenue, a half mile west of Firebaugh. The new 26 mile section will be 11 feet deep including about a foot and a half of earth lining atop the concrete. It will be 42 feet wide at the top and eight feet across the bottom. The project includes laying of numerous cross structures to carry water and traffic across the drain.

Two gravel drains will run under the concrete bottom. The drains will release uplift pressure caused by the ground water which will flow from the gravel drains into the canal through "weep" valves placed every 10 feet. The valves allow water to flow into the canal but not out. Near the end of this year or early next year the bureau hopes to award a contract to extend the drain from Firebaugh to Adams Avenue due west of Tranquility.

Only after this third section is completed, estimated by mid 1972, will the drain become operative. Its purpose will be to carry brackish irrigation water, drained from a half million acres of the Westlands Water District in Fresno County, and transport it to Kesterson Reservoir for evaporation. The acreage is being newly irrigated from the federal-state San Luis Project.

Lateral and feeder lines will have to be built to carry the water from fields to the drain. While only a 1,300 acre reservoir will be built now, the plan calls for Kesterson to be expanded to 6,000 acres later. The master plan also calls for the drain to run 188 miles from Kettleman City to the San Francisco Bay near Antioch.

SIERRA FOREST SETS \$3 MILLION IN ROADS — Nearly \$3 million worth of highway construction and modernization is scheduled for the coming fiscal year on timber access and recreation routes in the Sierra National Forest.

The first six miles of the new road starting at Huntington Lake and climbing to the crest of Kaiser Pass and on to Edison Lake and Mono Hot Springs is scheduled to start this summer. Three and a half miles of the McKinley Grove Road southeast of Wishon Reservoir will be built, and a two mile stretch of roadway built last year from the dam westward, will be paved.

Also sometime this summer, a new bridge will be built at the Ross Crossing of Dinkey Creek about six miles south of the Dinkey Recreation Area, and some 16 miles of the Mammoth Pool Road north of Big Creek will get considerable storm damage repaired. The

new approach to Kaiser Pass from Huntington will be two-laned succeeding the present narrow, twisting route that climbs to the 9,175 foot summit. It will also follow a route somewhat different than the existing road to make it usable by lumber and logging trucks coming out of the Kaiser Diggings country.

The first segment to be started this summer will go about two-thirds of the way to the summit. The rest will come later, along with an extension of the new construction toward Lake Edison.

CONSTRUCTION SCHEDULED TO START AUGUST 1 ON IRS BUILDINGS — Construction of the Internal Revenue Service data processing center in Southeast Fresno is scheduled to begin August 1 and be completed by October 1, 1971. The bid went at \$2.61 million for the 422,837 square foot facility. The start of construction was moved back a month partly because of forecasted delays in obtaining zoning and annexation of the 42-acre site at the northeast corner of South Willow and East Butler Avenues.

Local officials see few problems in obtaining the proper zoning or annexation because of the commitment the city has made to assist "in whatever way we can" to locate the facility here. Once completed, the center is expected to employ 2,000 persons fulltime and another 2,000 during the peak months of January through July.

HEARING IS SET TO DISCUSS SHAVER LAKE FREEWAY ROUTE — State and federal highway agencies are planning a freeway between here and the Pine Ridge School. The freeway is the much-discussed section of State Route 168 to be constructed on new alignment from the Pine Ridge School through Shaver Lake Heights and Point to the north end of the lake.

The state agency and the US Bureau of Public Roads have a tentative route for the freeway and the latter plans to start the first stage of construction next year. Some 10 miles of new highway should be graded by the end of fiscal 1974 - 75. This 10 mile stretch will take construction to a point near the intersection of Bretz Road and the Sierra Cedars development nearly a mile east of the present route of Highway 168. Ultimately interchanges are contemplated at that point; at the Dinkey Creek Road intersection and also near Rock Haven between the Heights and Shaver Lake Point. Several years ago, the Legislature included Route 168 into the California Freeway and Expressway System. It also is included in the master plan for State Scenic Highways. Part of this plan called for abandoning the historic Tollhouse Grade section by building a new approach from the west starting at Lodge Road and climbing the south slopes of the foothills north of Tollhouse to Pine Ridge School.

Another part of the plan will have the state construct a new route from east of Clovis to connect with the Tollhouse bypass at a point about five miles west of the little Sierra foothill community.

The USBPR has completed the grading on the nine-mile bypass, and the state has built

a two-mile connection at Lodge Road. Paving of both stretches is scheduled to start later this year. The new alignment starting at Millerton Road and joining the present construction at Lodge Road is scheduled to get under way in 1973 and completed a year later. The distance is 6.8 miles.

At the outset the freeway will be built as a two-lane facility but on right-of-way wide enough to accommodate two more lanes when demand warrants. The stretch between Pine Ridge and Bretz Road will have the four lanes divided by a narrow median, or separator. From Bretz on through the inhabited areas of Shaver, the median will be much wider.

A low bid of \$765,300 was submitted by the Robert G. Fisher Co. of Fresno for the first two phases of a jail remodeling project. The first two phases of a five-phase program includes alterations on the first floor to provide dormitory facilities for minimum security prisoners and jail administrative offices plus alterations in the basement to provide a booking area and cafeteria.

The California Division of Highways has called for bids on the resurfacing of about 65 miles of state highways in Mariposa and Merced Counties. Bids will be opened June 24 in Sacramento. In Mariposa County, work will include from about 10 miles to about seven miles west of Mariposa on Highway 140. The seven Merced County locations include Route 33 between 0.8 mile north of Interstate 5 to Route 140; Route 33 from Gustine to the Stanislaus County line; Route 59 from El Nido to West 13th Street in Merced; Route 140 from its junction with Route 33 south of Gustine to the Gustine city limits; Route 140 from Lander Avenue to Bubach Road just west of Merced; Route 140 from Bradley overhead to 2.2 miles east of Planada and on Route 152 westbound lanes from Los Banos to about a mile west of Route 33 at Dos Palos Y.

The House has passed a \$1.9 billion military construction bill which authorizes \$93 million in military building proj-

ects in California for the 12-month period starting July 1. The bill now goes to the Senate. Included are the following amounts for San Joaquin Valley installations:

Naval Air Station, Lemoore, \$3.9 million.

Castle Air Force Base, Merced, \$82,000.

E. Haskell Company has started the paving on Highway 33 near Firebaugh. This has been a good job and should last approximately three months.

Sierra-Pacific is putting in the drainage pipe and box culverts for Dubach & Moseman. They are hoping to have the excavation crews back on their Interstate 5 job sometime in September.

Jaxon Baker has finished the excavation on their Highway 49 job out of Mariposa. Geo. Reed Company is the sub-contractor for finishing and paving. They have moved their crew in and are off to a good start.

Matich & Dennis of Colton & San Diego were low bidders on the 37-miles of paving and sub-grade dirt work on Interstate 5 on the Westside. The state engineer's estimate is \$10.5 million.

W. M. Lyles Company of Fresno was the low bidder at \$73,968 to rebuild Mt. Whitney Avenue near Five Points and Lassen Avenue in the Huron area.

Kaweah Construction Company of Visalia is the low bidder at \$70,756 to reconstruct sections of Jayne Avenue east of Coalinga which were washed out in floods occurring in 1969.

The Alcorn Fence Company is low bidder at \$18,659 to replace fencing along Freeway 99 between Avenue 184 and Dodge Avenue overcrossing in Tulare County.

Hubbs Equipment Company has subbed the clearing and logging on their Sherman Pass job to Dutch Sigford of Porterville. They are busy with three cats and a 977 cat loader getting ready to start the log loading operation. The logs will go to the mill in Johnsdale. Hubbs will start laying culvert pipe and moving dirt and rock

the latter part of June. This will be a short duration job due to the 7,000 foot elevation, so they should go long hours.

R. & D. Watson has five engineers busy on their Lloyd Meadows job. They are almost headwalls and will be starting the finish grade soon.

Fresno Paving, Pacific Western, Kaweah Construction and Batchlor Construction are busy on the Lovers Lane job east of Visalia. Fresno Paving is doing the sub-grade work. Pacific Western will come in later and do the base rock and paving. Kaweah Construction is doing the pipe crossing. This job will last until Fall because they have to keep the road open to traffic.

Job Starts Picking Up For Marin

By AL HANSEN

Since our last news report, the work picture looks somewhat brighter here in the North Bay area. A few new jobs have been started and are now underway at this writing.

DeMARTINI & SMITH of Novato have started their new subdivision in Petaluma, "MEADOWS." These boys also have other subdivision work going in and around the Petaluma area — "MONARCH-PACIFIC MANOR", "CASA GRANDE" and "VALLEY GREEN." These new subdivisions are springing up like mushrooms around the Petaluma area, and are keeping quite a few of the brothers busy.

ROBERTS BROTHERS have started operations at "Bahia DEL NORTE" in Novato with a few rigs. We hope this will be a long job; it depends on the sale of homes in the area. The Hoffman Development Company is the prime contractor.

It's always nice to see C. A. "Maggie" Magistretti back in our area. He has been "dynamiting" at the site of the Skylark Apts. in Larkspur.

ROBERT MULLOY EXCAVATING still busy with a good

See MARIN page 14



GOLD CARD signifying honorary lifetime membership is presented Brother Verdon Garner at the July Semi-Annual Meeting in San Francisco. Business Manager Al Clem makes the presentation as another Gold Card recipient, Brother B. R. "Skip" Paulsen, looks on. Garner has been a member of Operating

Engineers since December 10, 1940 and Paulsen has been a member since November 2, 1929. Others receiving Gold Cards, but not present at the semi-annual, were W. C. Goddard, April 1, 1927; Lyle McCann, June 25, 1934; Edward I. Davis, May 5, 1934 and Harry R. Hanson, April 1, 1927.

IUOE Local Union No. 3 By-Laws

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.

PREFACE

ORDER OF BUSINESS (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, 3-E, and Registered Apprentice 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 1

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 use the Funds and assets of this Local Union to 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 encompass 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.

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 districts as described in Appendix A.

The membership at a semi-annual meeting is authorized to define the boundaries of districts, to create or disestablish 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 wilfully 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 insignia in plain sight, while performing work as an engineer. No Member shall give away or lend such insignia.

(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.

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. Acceptance into membership shall be by a majority vote of the Local Union Executive Board.

3. The mailing of a written notice that he has been accepted as 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:

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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
Registered Apprentice	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, Nevada, State of Hawaii and Mid-Pacific Islands, Parent Local and Sub-divisions A, B, C, E and Registered Apprentice: \$50.00.

(b) Utah and Local 3D: \$10.00.

Section 3

The Local Union Building Fund payment shall be as follows:

(i) California, Nevada, Hawaii and Mid-Pacific Islands:

Parent Local	\$40.00
Sub-divisions A, B, C, E and Registered Apprentice	\$20.00
Sub-division 3D	\$10.00

(ii) Utah:

Parent Local	\$10.00
Sub-divisions A, B, C, E and Registered Apprentice	\$ 5.00
Sub-division 3D	\$ 5.00

Section 4

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

\$9.00 to the Death Benefit Fund
1.00 to the Good Standing Fund
The balance to the Defense Fund

(b) The Local Building Fund shall be deposited in the General Fund and distributed to the Local Union Building Fund.

Section 5

(a) When a Member transfers from one area to another area, he shall pay the difference, if any, between the Local Fund payment and the Building 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 and Building Fund payments.

Section 6

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 7

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

Section 8

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 its 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 9

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 10

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, E and Registered Apprentice 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 (1st) day of each calendar month.

Section 2

The present standard schedule of dues shall be as set forth in and in accordance with Standard Dues—Appendix B of these By-Laws.

(1) 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-divisions A, B, C, E, and Registered Apprentice shall be automatically increased by fifty cents (50c) per month.

(a) "Total wage package" means the hourly rate, plus health and welfare, pension, vacation-holiday pay, pay-in-lieu of vacation or holiday, 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 (50c) 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.

(2) Similarly, the quarterly rate of dues in the Parent Local and in Sub-divisions A, B, C, E and Registered Apprentice in Nevada, Utah, Hawaii and the Mid-Pacific Islands, shall be automatically increased by fifty cents (50c) per month effective October 1, 1966, if the "total accumulated 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 last mid-year increase and the day before the mid-year increase.

(3) 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 automatic fifty cents (50c) increase in the monthly rate of dues schedule.

(4) 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, E and Registered Apprentice.

In Local 3D and industrial bargaining units in which the Executive Board has established, or may establish, a lower dues rate than those set forth in Appendix B of these By-Laws, the automatic dues increases thereafter in such bargaining units shall be in accordance with the bargaining unit determination set forth above for Local 3D and industrial units generally.

In Local 3D and industrial bargaining units, Registered Apprentice dues shall not be more than the dues rate in said bargaining unit.

Section 3

Prior to the semi-annual meeting in July, 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, E and Registered Apprentice.

(1) \$1.50 shall be distributed to Local Union No. 3 Death Benefit 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) Thirty cents (30c) shall be distributed to the Hardship, Strike and Lock-out Fund.

(b) Sub-division D

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

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

(3) Ten cents (10c) 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, E and Registered Apprentice 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 |

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 Death Benefit Fund
1.00 to the Good Standing Fund
10.00 to the Defense Fund

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, an amount equal to one-half (½) the dues rate that is applicable to the Parent Local. In hardship cases resulting from sickness or accident, the Local Union Executive Board shall have the power to grant the same privileges to Members who have not reached the age of 65 years.

Section 9

Fund Re-Allocations

(a) When the Death Benefit Fund amounts to \$375,000, the monies to be allocated to said Fund by virtue of the application of Articles V and VI may be re-allocated by the Executive Board to any Fund that is set forth in these By-Laws, and in that event no monies shall be distributed to the Death Benefit Fund unless and until the Fund falls below \$350,000, at which time allocations in the amount provided shall be distributed to it until the Fund again amounts to \$375,000.

(b) When the Hardship Strike and Lock-Out Fund amounts to \$125,000, the monies to be allocated to said Fund by virtue of the application of Articles V and VI may be re-allocated by the Executive Board to any Fund that is set forth in these By-Laws, and in that event no monies shall be distributed to the Hardship Strike and Lock-Out Fund unless and until the Fund falls below \$75,000, at which time allocations in the amount provided shall be distributed to it until the Fund again amounts to \$125,000.

Section 10

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 11

A Member who before December 31st of any year 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).

Section 12

The distribution of Funds as provided in this Article and Article V may be changed from time to time by the Executive Board subject to Article IX, Section 4, 1st paragraph of these By-Laws.

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

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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 the President, Vice President, Recording-Corresponding Secretary, Financial Secretary and Treasurer are, and each of them is, a delegate to any International Convention held during their 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 parts 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 expenses 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.

In addition to the above, where the Local Union has established Sub-districts, there shall be a Sub-district Advisor who shall have a voice but no vote.

Section 2

(a) The term of all District Members and Sub-district Advisors shall be for a period of three (3) years.

(b) A vacancy in any position of District Member or Sub-district Advisor shall be filled by appointment until the next regular quarterly meeting of the District or Sub-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 or Sub-district Advisor shall be filled for the unexpired term by secret ballot vote of the majority of the membership in the District or Sub-district in good standing present at the next quarterly meeting of the District or Sub-district following the existence of the vacancy, written notice of such meeting to the membership in the District or Sub-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 or Sub-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.

Section 5

(a) 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.

(b) The Sub-district Advisor shall attend one (1) Local Union Executive Board meeting each quarter 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

In the investing of the Funds of this Local Union the Local Union Executive Board shall be limited only by the "reasonable man" rule applicable to Trustees by the Laws of the State of California and other applicable laws and such investments shall be made by the Treasurer as directed.

Section 9

In the event the Executive Board in its discretion orders a pre-trial hearing, the Executive Board or a board composed of not less than three (3) Executive Board Members shall conduct such hearing.

Article X GRIEVANCE COMMITTEES

Section 1—District and Sub-district Grievance Committee

(a) There shall be a Grievance Committee in each

District and Sub-district. It shall consist of five (5) Members—one (1) District Executive Board Member, or Sub-district Advisor, if a Sub-district, one (1) District Representative or Sub-district Representative, and three (3) Delegates, who shall be registered voters in the District or Sub-district elected by the Members.

(b) The District Executive Board Member or Sub-district Advisor, as the case may be, shall be chairman. The District Representative or Sub-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 or Sub-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 or Sub-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, or Sub-district Representative, it may thereafter be taken by the Member or Members to the next Regular Quarterly District meeting in the District or Sub-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 or Sub-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 (2) 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 or Sub-district Representative and the Members in the District or Sub-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 or Sub-district meeting in that District or Sub-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 or Sub-district Meeting of the year in each respective District or Sub-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.

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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 one (1) year and continuously a Member of the Parent Local Union and its Sub-divisions for not less than three (3) 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 a period of three (3) 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 one (1) year and continuously a Member of the Parent Local Union and its Sub-divisions for not less than three (3) 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) **Sub-district Advisor to the Executive Board:** No Member shall be eligible for election, be elected or hold the position of Sub-district Advisor unless he shall have been continuously in good standing in the Parent Local Union for one (1) year and continuously a Member of the Parent Local Union and its Sub-divisions for not less than three (3) years and a registered voter in the Sub-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.

(e) 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.

(f) 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.

(g) No Member shall be in good standing unless he has paid all current dues to the Local Union within thirty (30) days after they shall have become due and payable, as evidenced by his dues book stamps. No member whose dues 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 nominate, to vote or be a candidate for office in the Local Union solely by reason of alleged delay or default in the payment of dues.

(B) NOMINATIONS

Section 1

(a) **Nominations:** Nominations shall be made in the month of June 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

(b) **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 meeting at which nominations will be made, shall be given by publication in the May edition of the Engineers News not less than 15 days preceding the first of such meetings, and promptly posted in the District and Sub-district Employment Offices.

(c) All Members nominated, otherwise eligible, in order to continue to be eligible shall have filed with the Recording-Corresponding Secretary of the Local Union within ten (10) days after having been notified in writing by the Recording-Corresponding Secretary of his nomination to Local Union office, a Non-Communist Affidavit and Section 504 Labor-Management Reporting and Disclosure Act of 1959 Affidavit and a written acceptance of his nomination to office and, in addition, shall have been in regular attendance at all regularly scheduled Local Union Membership meetings and home district membership meetings held after nomination and before elections, subject, however, to a reasonable excuse based upon good cause such as physical incapacity, and death in the family. Within five (5) days after the nominations have been concluded the Recording-Corresponding Secretary shall mail to each Member nominated, at his last known home address, notice of his nomination and the office to which he has been nominated and shall read or cause to be read the name of each nominee and identify the office to which such nominees seeks election at each regularly scheduled Local Union membership meeting held after receipt of the nominee's Non-Communist Affidavit and Section 504 Labor-Management Reporting and Disclosure Act of 1959 Affidavit and written acceptance of nomination.

DECLINATION OF NOMINEE

The undersigned state that he declines all nominations:

(Name)

(Signature)

(Register No.)

(Soc. Sec. Number)

(Date)

ACCEPTANCE OF NOMINEE

The undersigned states that he will accept nomination only for

(Office or Position)

and hereby declines all other nominations if nominated for more than one office or position.

I desire my name and (if not the incumbent) one occupational classification as set forth in collective bargaining agreement entered into by the Local Union to appear on the ballot as follows:

(Name)

(Collective Bargaining Agreement Classification)

(Signature)

(Register No.)

(Soc. Sec. Number)

(Date)

(Print Name)

In the event no statement is received by the Recording-Corresponding Secretary on or before twenty (20) days from the date of mailing of the notice provided for in XII (B) 1(c), the nominee shall be deemed for all purposes to have declined all nominations

for the offices or positions for which he has been nominated.

(d) All Members nominated who are more than one hundred (100) miles from San Francisco on the day prior to and the day of the Semi-Annual Meeting in San Francisco are excused from attending for good cause, as are all who are more than one hundred (100) miles from their Regular District Meetings the day before and the day of the meeting. However, a Member nominated who claims to be excused for this reason shall notify the Recording-Corresponding Secretary in writing, by letter or telegram, not later than 5 P.M. Local San Francisco Time, within five (5) days after such meeting.

(e) **Eligibility of Members to Nominate:** Every Member of the Parent Local Union and its Subdivision, except Registered Apprentice Sub-division who is not suspended for non-payment of dues preceding the first nominating meeting shall have the right to nominate.

(f) In the event of the death, between nomination and the time of the last meeting preceding the election, of any constitutional officer who has been nominated to office in the forthcoming election, any Member of the Local Union, who is otherwise eligible, shall be eligible to be nominated and upon his filing with the Recording-Corresponding Secretary 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 his acceptance of such nomination shall be eligible to be elected to, and, if elected, to hold, the office to which the deceased officer had been nominated. If the death occurs after the last meeting preceding the election, nomination shall be effected by filing the Non-Communist Affidavit, affidavit that he meets the requirements of Section 504 of the Labor Management Reporting and Disclosure Act of 1959 and a statement of candidacy 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 March 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, i.e., classification set forth in collective bargaining agreement that the Local Union has entered into, if any, given by him being printed as it appears on Acceptance of Nominee form) 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 Job Placement Centers.

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

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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

Where any candidate duly nominated is unopposed for election, the secret ballot vote shall be dispensed with and the Recording-Corresponding Secretary shall cast one (1) ballot for such nominees who shall then be declared duly elected to their respective offices. 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, Vice President, Recording-Corresponding Secretary, Financial Secretary, Treasurer 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:

(a) Eligibility shall be the same as that for a Constitutional Officer other than Business Manager, except that the membership in Sub-divisions A, B, C, D and E shall be equivalent to membership in the Parent Local Union.

(b) Except as provided in (e) of this Section, the Election Committee shall be nominated and elected at the regular quarterly or special District and Sub-district Meetings in the months of September, October and November of the year next preceding the election.

(c) 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 collective bargaining agreement classification.

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

(e) 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.

(f) Where there are no more candidates nominated for Delegates and Alternate Delegates than are authorized by the Local Union Executive Board, the secret ballot election shall be dispensed with and the Recording-Corresponding Secretary shall cast one (1) ballot for all the unopposed candidates for Delegates and Alternate Delegates, who shall then be declared duly elected.

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 a Saturday in January, such date to be established by the Executive Board not later than November and shall be published in the November and December issues of the Engineers News, and a Saturday in July of each year, such date to be established by the Executive Board and shall be published in the May and June issues of the Engineers News, 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 meetings; 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.

(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.

Section 5

Any vote taken under 4(a), (b) or (c) above shall be limited to those Members who have not retired under any negotiated pension plan, employer-financed employee plan, The General Pension Fund, or Headquarters Staff Plan. Each such retired member shall, however, be entitled to have a voice at such meeting.

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

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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 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 presiding 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 been nominated. The Presiding Officer in the election of Delegates and Alternate Delegates to the International Union of Operating Engineers Convention shall call in alphabetical order by the 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 therefor affirm that such amounts paid or allowed are paid and allowed as partial compensa-

tion 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

PRE-TRIALS AND TRIALS PROCEDURE

Section 1

All charges against a Member shall be filed, and the Member shall be tried, in accordance with the following:

(a) Within thirty (30) days after the pleadings are filed, or the plea entered, or the time elapsed in which the same must be filed or entered, the Executive Board, may at its discretion, order a pre-trial hearing and direct the complainants and defendants to appear at said hearing. All parties shall be notified in writing by Certified or Registered Mail providing the date, time and place of the hearing and the specific charges to be pre-tried. The purpose of the hearing shall be to define the issues and to make a preliminary determination as to whether the charges have merit. The Executive Board, upon hearing all the parties, may at its discretion, decline to process these charges after such hearing, as being without merit. However, such decisions of the Executive Board not to process the charge, shall be appealable to the General Executive Board in accordance with provisions of this Article. The failure of the complainant to appear at such pre-trial hearings may result in a dismissal of the charges by the Executive Board. The Executive Board shall also have the power to settle the matter of such hearing in the event such settlement is mutually agreeable to all parties.

(b) In the event the Executive Board does not invoke the pre-trial procedures within the time set forth herein or invokes the procedures and determines to proceed with the charges on their merits, the following provisions shall then become effective.

After the pleadings are filed or the plea entered or the time elapsed within which the same must be filed or entered and the pre-trial procedure has been invoked and/or time limitation for same expired, the President shall cause the parties to be notified of the trial date, which must be the next regular district meeting thereafter. Unless a request for postponement of the trial shall have been made to and been granted by the President, the trial shall proceed upon the date set. Complainants and defendants may present their own cases or by counsel selected from among the membership of the International Union of Operating Engineers. After all the evidence is in and a full and impartial hearing has been had upon the issues, the President shall distinctly state the charge or charges and present the matter to the Members present at said meeting for a vote.

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 rea-

son of any provisions 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 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. This Fund is not to be used for those who are on the Employer's payroll or receiving sick pay or leave or who are receiving a pension.

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

IUOE Local Union No. 3 By-Laws (cont'd)

other certificates as the Administrators of the Fund shall from time to time determine.

Article XXII

DEATH BENEFIT FUND

Section 1

The Burial Expense Fund is hereby perpetuated as the Death Benefit Fund.

Section 2

This Fund shall be known as Local Union No. 3 Death Benefit 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 DEATH BENEFIT FUND."

Section 4

The purpose of this Fund is to make it possible for each Member's beneficiary to receive not less than \$1,000.00 (excluding any sums received from the International Death Benefit Fund) by reason of the Member's death by integrating this plan with Trusteed or Employer operated plans. This may be done by a policy or policies of insurance or otherwise.

Section 5

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.

They shall act by majority vote and they are authorized to invest and re-invest from time to time the assets of this Fund limited only by the "reasonable man rule" applicable to Trustees by the Laws of the State of California.

Section 6

The Officer stipulated in Section 4 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 7

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.

Section 8

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 by filing the same with the Recording-Corresponding Secretary. 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 9

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

(b) All designations of beneficiary heretofore and hereafter made under this Death Benefit 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 10

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 or be paid to the Fund.

(e) When a Member designates his wife or husband 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

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 12

All death benefits shall be paid by check.

Article XXIII

LOCAL UNION BUILDING FUND

Section 1

The Local Union Building Fund is hereby created.

Section 2

The Local Union Building 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 and used for the purpose of purchasing or leasing improved and unimproved Real Property and the construction, painting, alteration, repair and maintenance of buildings, structures, and other works for and on behalf of this Local Union.

Article XXIV

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 XXV

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 XXVI

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 XXVII

INTERNATIONAL CONSTITUTION

This Local Union acknowledges that the Constitution of the International Union of Operating Engineers supercedes 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.

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 operations 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, Guam 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 11

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

Utah

District No. 12

The State of Utah

DESCRIPTION OF SUB-DISTRICTS

State of Hawaii

Sub-district of District No. 1

APPENDIX B

STANDARD DUES

A. CALIFORNIA AND NEVADA

Parent Local \$33.00 per quarter
Sub-divisions A, B, C, E, & R \$30.00 per quarter
Sub-division D \$ 6.00 per month

B. UTAH

Parent Local \$30.00 per quarter
Sub-divisions A, B, C, E & R \$27.00 per quarter
Sub-division D \$ 6.00 per month

C. HAWAII AND MID-PACIFIC ISLANDS

Parent Local \$30.00 per quarter
Sub-divisions A, B, C, E & R \$27.00 per quarter
Sub-division D \$18.00 per quarter

Adopted as Amended by:
THE MEMBERSHIP OF THE
OPERATING ENGINEERS
LOCAL NO. 3

on

September 14, 1964
August 14, 1968

\$26 Million Bid in on Melones Tunnel

By WALTER TALBOT
AL McNAMARA
and JERRY BENNETT

The prospects for employment in this district have worsened since our last report due to the completion of the earth fill haul on the Guy F. Atkinson Company's job at Don Pedro Dam and the cessation

of the barges hauling fill material for the Granite-Stolte jobs here in Stockton for Interstate 5. Atkinson's job is completed, whereas the Granite-Stolte job will resume operations on the fill material that was being barged in from Grand Island in September. However, the termination of

these projects was principally responsible for the sharp rise in unemployment in this district.

On the brighter side was the bid opening June 11th for the construction of the diversion tunnel and related work for the New Melones Dam. Low bidder was the joint venture

of Gordon Ball Co. and Granite Construction Co. of Watsonville. Bid price was \$26 million plus for the diversion tunnel, which later will become the power tunnel, which must be equipped with a surge chamber necessitated by a change to double the size of the power house at a later date. Con-

struction of the dam itself, will start in two years when the diversion tunnel will be about two-thirds finished.

A. Teichert & Son submitted the lone bid of \$385,462.00 to Stockton Redevelopment Agency for a major improvement program in the Knight's Addi-

See STOCKTON page 15

Bullard's Bar Will Be First Dam To Open Ready for Fishermen

By HAROLD HUSTON
District Representative and Auditor

This article is dedicated to all the brother engineers and their families for whom fishing is their first love. We listen from time to time to some of the way out fish stories told to us by some of the good brothers who have retired and are drawing their pension. We are very happy you are enjoying the golden years of your life. You have earned this privilege and are respected by every engineer in this great organization.

Bullard's Bar will be California's first new reservoir to have all of its recreational facilities ready and in operation when it is opened to public use. This originally the claim for Oroville Lake when work was started, but when it was finished four years later, the claim did not become a fact and the Oroville Lake recreation projects on the planning boards have still not been completed.

On July Fourth weekend Bullard's Bar Lake will be open for public boating and fishing. Bullard's Bar Dam, after four years of construction is outstanding as a scenic goal. Concrete reaching 635 feet high is about the height of California's second highest waterfall, Feather Falls. Release points at varying heights on the dam will allow water from different levels on the lake to be dumped into the Yuba River. This will make it possible to control the temperature in the river below the dam at all times of the year thus producing ideal conditions for salmon in the fall when Yuba River water is usually shallow and warm for fish.

Trout, steelhead and salmon fishing in Yuba County will be better in the future than it is at present. Altogether, more than \$5 million dollars will be spent for better fishing and recreation on the project. A grant for the state of California, under the Davis-Grunsky act, amounting to \$4,403,000 will be spent especially for recreation and the enhancement of fishing. Budgeted by the Yuba County Water Agency will be \$815,200 for the purpose of building recreation facilities around the 50 mile shoreline of the new lake. Recreation works was underway at the same time the dam was being constructed. Instead of waiting until the dam was built to add these improvements.

We invite you to inspect all five existing camping areas around Bullard's Bar Lake, Cottage Creek picnic area (day camp) with its 30 units, each with Forest Service stove and table, Burnt Bridge Campground on the west side of the lake. It also has 30 units but is an overnight camp. Schoolhouse Campground is the largest with 67 overnight camping units. Hornswaggle Campground on the east side of the lake is for group camping. It has five units each with four stoves, four tables and eight tent pads. Some think that Dark Day Campground which has 30 units is the prettiest.

A good trail has been built around the shoreline of the lake, and many other foot trails give access to the lake. You will learn it is an immense lake, also that the water's edge trail is on the complete shoreline of the

lake. During the summer the surface water in the lake will be about 70 degrees which is ideal for mountain swimming and boating activities. Although the new lake is a very deep one, the drop off at the shorelines is not as steep as on the present Bullard's Bar Reservoir. There will be more shallow water with accompanying growth that is nutritious for fish and conducive to sport fish reproduction especially up through the necks of the new lake where small trout streams now enter the lake.

About \$3½ million of the recreation money will be spent to improve the salmon fishing in the Yuba River from Marysville up to the present Narrows Dam. This will be done by releasing large flows of cool water into the river during the fall salmon spawning season.

Without building a salmon hatchery as was done at the Oroville Dam, the ideal natural spawning gravels is an ideal water flow habitat will automatically increase the salmon run in the Yuba River. Higher levels of cool water in the lower reaches of the river will also improve the recreation potential near Marysville. Trout will be planted in the new lake especially in such places as the Willow Creek neck which will reach almost to the present Hwy. 49 near Camptonville and for many years after the lake is filled, the necks of the reservoir should be "hot spots" for fishermen.

Above the covered bridge at the confluence of the Middle Fork of the Yuba River and Oregon Creek a small diversion dam costing \$6½ million has been built to direct water into the tunnel that empties into Oregon Creek. This is the Hour House Dam, 70 feet high, diverting water into the Lohman Ridge Tunnel. Water from the tunnel flows into Celestial Valley and Oregon Creek where it is stopped again by the Log Cabin diversion dam which directs water into a tunnel that carries it directly into the new Bullard's Bar Reservoir. At the two smaller damsites there is additional recreational opportunities. The warm waters of the Middle Fork of the Yuba will be cooled in the impounding process and will become better habitat for trout.

It is planned by the Yuba County Water Agency that the recreation facilities around the new Bullard's Bar Reservoir will be taken over by the Forest Service. The new lake is almost entirely within the boundaries of two National Forests. If the Forest Service takes over administration of these recreational facilities, a nominal fee will be charged for maintenance which is now customary throughout the nation on federally owned recreation area. Facilities at Bullard's Bar will handle up to 100,000 visitor days per year which is about one-fifth the recreation facilities being built around the new Oroville Dam.

One of California's leading industries is recreation and the Hub Area will be in the middle of it during future years. Fresh bass fried in deep cooking oil in camp taste twice as good as it does at home. Most of the five camping areas at Bullard's Bar Lake have individual water supplies and sewage systems for the many restaurants. Please,

don't ask us where the best fishing is—this is one secret you will have to find out for yourself.

GLENN'S FISH SCREEN WORK IS READY TO GO

Groundwork has started on the \$2,087,000 contract for a fish screen above the Glenn-Colusa Irrigation District pumping plant on the Sacramento River four miles north of Hamilton City. The work is being done by Willamette - Western Corp., of Portland, Oregon with offices in Richmond. The installation is described by state Fish and Game experts as the largest fish screen of its type in the world and is expected to be done in time to protect the 1972 spring migration of fish in the river. Fish and wildlife conservationists long have been concerned about the loss of fish into the district's 65 mile canal and some 400 miles of laterals which distribute water to farm lands in the two counties.

Fish and game experts have estimated the loss of fish through the unprotected pumping plant at 10 million fingerlings annually. They calculated this results in an estimated loss of 20,000 mature fish which they value at \$200,000.

By LEONARD MILLER
Business Representative

Granite Construction has the big job here on Interstate 5 at Williams. They have about fifty pieces of equipment going with three spreads, one which is running two shifts.

Frederickson and Watson are putting the finishing touches to their part of this same highway. It looks like a job well done. I am sure many people will be happy to hear this as the old road has been such a traffic hazard.

Kaiser has started back up in full swing. They had been down for a short time while they were making a few repairs on their rock plant.

Dubach has just about finished with their dirt work on Hwy 99 at Yuba City. It has been a good long job for quite a few of our brother engineers.

By DAN SENECHAL
Business Representative

Plans have been revealed for California's first Wild River. A proposed management plan for the entire middle fork of Northern California's Feather River, a part of the National system of wild and scenic rivers, has been released by the U.S. Forest Service. Approximately 108 miles in length, the middle fork of the Feather originates east of Portola, runs in a westerly direction and empties into Lake Oroville. About half the length of river is in the Plumas National Forest. Authority for the designation of the river is based on the wild and scenic rivers Act which became law in 1968. At that time the middle fork of the Feather River was one of eight in the nation which were proclaimed as components of a national system of wild and scenic rivers.

The middle fork of the Feather flows through some of the most dramatic mountainous terrain in California. As a wild and scenic river the plans are intended to assure that it will remain free flowing and that scenic, historic and resource values will be protected.

The proposed management plans for the 25,000 acre river

Nevada Report Shows Steady Gain in Work

By BILL RELEFORD, ED KNAPP, RUSS TAYLOR & GAIL BISHOP

J. H. Parsons Construction Co. from Smithfield, Utah is the successful bidder on two road projects in Northeastern Nevada. A ten-mile stretch of road north of the city of Wells will be resurfaced starting this week. Parsons also recently completed ten miles of laying chips on the new freeway West of Carlin. Parsons is presently engaged in resurfacing the city streets in Elko.

Industrial Construction is now moving in the heavy equipment necessary to complete the freeway project east of Elko which was begun last year. Higgins Construction is midway through the Elko City Disposal Job which should be completed sometime in November. Helms Construction out of Reno was the successful bidder on the Elko West freeway job which involves ten miles of sub-grade and a lot of concrete. Equipment is now being moved in for this job and should be starting this week.

Helms also was low bidder on the road job South of Battle Mountain which will start immediately. Nevada Rock & Sand has completed the Wildhorse Road Job and Commercial Asphalt will begin the surfacing right away. Harlin Construction begins a multi-million dollar motel and parking complex in the City of Wendover this month. Vega Construction of Elko is busy in and around Elko on a few small projects. All of the Owner-Operators are keeping busy on sub jobs around Elko and Carlin.

The Carlin Canyon Project which involves a lot of dirt moving or a long tunnel will be put up for bid sometime in November.

Mining continues to be profitable in the state and several jobs are available to some of the Brother Engineers who are out of work. Information can be obtained from your Business Representatives. A flurry of mining activity continues to center around Battle Mountain as Mr. Howard Hughes continues to buy mining claims. A mill is to be erected five miles out of Battle Mountain to process gold, silver and antimony. Organization of non-union mines is being stepped up as

area calls for dividing the river among three management zones. Thirty-three miles would be classed as "wild river", ten miles as "scenic river" and sixty-five miles under a "recreational" zoning.

DOWNIEVILLE GETS NEW WATER SYSTEM

The work consists of constructing a complete water system for the community of Downieville in Sierra County. Facilities shall include approximately 17,000 lineal feet of pipe, pumps, treatment facilities, storage tank and all related appurtenances complete in place and ready for use. The bid for this project will be opened and read on June 19th.

A few miles north of Downieville on Highway 49 Pacific Excavators Forest Service project is still in progress but has cut the hours from 5 tens to 5 eights. The weather is the problem, either it's too hot and the fire meter raises to the danger point or it's rains. Let's hope by the time you read this article there is a happy medium.

several mines are springing up due to the exploration program initiated by AMEX and the UP exploration companies.

The Newmont Mining Company of Carlin is building a new million dollar addition in order to process carbonaceous ore which heretofore has been a number one problem. The Carlin Gold mine is the second largest gold producer in the Nation.

Ranchers Exploration Company, which owns and operates the "Big Mike Mine" south of Winnemucca is presently installing the crusher which will handle the copper ore from the pit. Cooney Brothers of Winnemucca are the contractors installing the crusher and supplemental equipment for the mine.

In the Lake Tahoe area, if the weather ever clears up, the work will get underway again. Kirkwood-Bly got a job at Fallen Leaf. Highland Construction Co. got a job in Incline Village No. 5 Subdivision at a \$800,000 bid. They held their pre-job and will start work in about a week.

McKnight Construction Co. is working on their project and would be going good if it wasn't for the rocks.

Dorfman Construction Co. is well on their way with their project.

Byars Construction Co. is about 75 per cent done in their subdivision work.

Shea Construction Co. from Redding has started their No. 4 Subdivision. Clearing is going on now.

Helms is just about done with the paving job in Washoe Valley. July 1st is the date of completion.

Helms' overlay job on Hwy 80 is going full bore. The crusher is going two shifts. The dirt work should be completed in about 2 weeks. Helms landed 2 more jobs. One in Elko and one in Battle Mountain. These jobs should get started soon.

The Winnemucca job should be let for bid in the next quarter.

Marin . . .

(Cont. from Page 6)
crew of Engineers at "Quail Hill," Terra Linda—also in Mill Valley.

FRANK MOBERLY is back in the area—has about 160,000 yards to move in Novato.

MURPHY - PACIFIC overpass job in San Rafael taking good shape.

The rock-sand and gravel plants in the area are holding up well.

BASALT ROCK at McNear's Point; HUTCHINSON QUARRY in Greenbrae, and HEIN BROTHERS up in Petaluma. The same goes for the Material Dealers in North Bay area—SHAMROCK MATERIALS of San Rafael; SHAMROCK MATERIALS of Novato; CAMGROS GRAVEL; McPHAIL'S of San Rafael & Novato; PETALUMA READY MIX.

MAGGIORA-GHILOTTI picked up a few jobs and they are keeping a few of the brothers busy on sewer construction in Milby—also street and road work.

HOFFMAN & ALBROTTON, Civil Engineers keeping fairly busy.

SOILAND COMPANY keeping pretty busy between Marin

See MARIN page 15

Personal Notes

SANTA ROSA

We wish to extend our sincere condolences to the families of Brothers Roger "Pinkey" Shuman and Mervin Horrell, who recently passed away.

SAN JOSE

Brother C. E. Morris is enjoying his retirement. He has just returned from a three weeks vacation, in which he drove to Waterloo, Iowa and Kansas. Enroute home he hoped to cross the Tetons to visit Yellowstone National Park, but the heavy snows prevented this. He took the southern route home and then made the trip to Yellowstone and Glacier National Park.

Brother Jess Dryer of Santa Cruz is also enjoying his retirement. He and Mrs. Dryer just returned from a trip to Los Angeles, enroute they spent two weeks at Lake Crowley. Brother Dryer said the lake abounds in German Brown Trout and there was no trouble getting the limit. The Dryers traveled in their trailer and their vacation lasted about two months.

Our thanks to Brothers Bob Sandow and Wm. C. Grossi for their donation to the Blood Bank. Again, may we remind you that our Blood Bank supply is low and ask you to take time to donate a pint.

NEVADA

Brother John Ford is in the Veteran's Hospital. I'm sure he would appreciate cards and visits from the grothers. We wish him a speedy recovery.

Brother Ted Spears has thrown his crutches away and is doing well recovering from his broken leg.

Congratulations are extended to Brother Ford Bond and his new bride, Carol Ann, who were married May 23, 1970 at St. Stephens Episcopal Church in Reno. A long and happy marriage is wished for them.

STOCKTON

Brothers Bud Greer, Charles Wingo and Albert Rimmer were hospitalized during the past month for different reasons.

Brothers James Hobart, Clyde Climber, John L. Sullivan, Harlan Hinks and Cecil Alexander were under a doctor's care.

Two industrial accidents were reported since our last report. Brother Jay Downer lost a finger when the ring he was wearing hooked on the window ledge of the backhoe as he was stepping down from the machine.

Brother Lee Bond is hospitalized with a cracked pelvis, that he suffered when the TS75 he was operating rolled over.

A speedy recovery is wished for all these brothers.

FRESNO

Our deepest sympathies to the family and friends of Brothers Halley L. Childers and Harry T. Wilson who recently passed away.

We wish to thank Brothers Sam Vought and Orville Yarner for their donation to our blood bank.

SAN RAFAEL

Congratulations are in order to: Brother Al Bazzi and his wife on becoming the proud parents of a boy—weighing in at 8-8!

Brother Louie Paysse was confined at Ross General Hospital for surgery—is now at home recuperating. Best to him for a fast recovery.

Brother Gene Pulley suffered an accident in Ben C. Gerwick's Yd. in Petaluma — broken ribs — is hospitalized at Hillcrest General.

More Stockton . . .

(Continued from Page 13) tion renewal area. The job mainly consists of constructing streets, sewer, curbs and gutters.

A. Teichert & Son also was the successful bidder on the reconstruction project on Highway 104 near Ione in Amador County for \$533,796.

S. M. McGaw Co. was low bidder at \$476,700 for the long-awaited conversion of a stretch of West Lane into a four lane divided expressway. The project will be between University Avenue and Fulton Street for a distance of approximately one mile.

Hansel Phelps Construction Co. of Burlingame was awarded a \$387,500 contract for renovating portions of Highway

120 east of Buck Meadows in Tuolumne County.

Crews of Kaiser Steel, subcontractor of Granite-Stolte on the structural steel, began erecting the first girders over the San Joaquin River this past month. The girders, 170 feet long and weighing about 90 tons, are placed in position by a derrick barge. The north span composed of 12 girders will be completed first, then the south span and finally they will be linked with a center span about September of this year.

Claude Wood Co. has members working on Peltier Road in north San Joaquin County, a housing project at Arnold's and a small dam, also at Arnold's.

See STOCKTON column 5

SWAP SHOP CORNER: Free Want Ads for Engineers

FOR SALE: 1965 OLDSMOBILE, 2 DR., H.T.—new tires, engine overhauled, 51,000. Albert O' Rourke, s/o No. 566-03-1161, Reg. No. 0360932, 1367 Church St., S.F. 415-282-2042.

FOR SALE: GEM TOP CAMPER, tinted windows, fluorescent light—for long wide bed pickup. Leroy Tillman, 1075 Space Parkway No. 203, Mt. View, Ca. 94040, Reg. No. 0996036, 5-1.

FOR SALE OR TRADE: 1 1/2 ACRE Napa County in foothills, valley view, two houses. Appraised at \$10,500. George Walker, 1321 N. Demaree Rd., Visalia, Ca. 93277, Phone 209/732-7173, Reg. No. 1059638, 5-1.

ONE OR FIVE ACRES for sale or trade of Hayward, Ca., residential district. Phone 582-3722 or 656-2852, Reg. No. 267678, 5-1.

THREE LOTS FOR SALE at Felton, Ca. \$6,500 or make offer. Also gas heater, open front, same as new, \$20. Phone 415/351-4179, Reg. No. 0995966, 5-1.

STREAMLINED TRAVEL TRAILER, Imperial self-cont. 1969, 29', like new, many extras. \$7,600. Phone after 6 PM 707/464-6284 or P.O. Box 27, Gasquet, Ca. 95543, Reg. No. 0346786, 5-1.

FOR SALE: MTA FARMALL tractor, low bed trailer and disc \$1,595 TD9 Dozer \$2,750. Case Backhoe with tilt bed trailer \$4,650. W. L. Maddox, Santa Fe Grade, Los Banos, Ca. 209/826-0844, Reg. No. 1043556, 5-1.

ONE STEEL TOOL BOX for sale 4 ft. long, 18 in. wide, 18 in. deep. Call 448-1280 Sacramento after 5 P.M. Reg. No. 368844, 5-1.

HAVE BRICKS, COMMON red for sale, like new, no cement on them. 1500 for sale, one or all, at 6c piece. Telephone 653-3275, 5881 Ocean View Drive, Oakland, Ca. 94618, Reg. No. 490983, 5-1.

FOR SALE OR TRADE: R. 2 LOT Lake Tahoe near Tahoe Airport, room for 14 units. Phone 582-3722 or 656-2852, Reg. No. 267678, 5-1.

FOR SALE: CAT 12-99E Blade 5660 Service. Also 10-12 ton Ingram Roller Rollomatic. Price is right. Lynn C. Williams, 82 Thompson Lane, Petaluma, 707/763-0672, Reg. No. 899549, 5-1.

FOR SALE TWO BEDROOM furnished mobile home, cabin w/porch; 100x140' lot at 1500 ft. near Placerville \$9,500. Hugh L. Webb, 205 Cameros, Arroyo, Ca. Reg. 0745133, 5-1.

JIB 20 FT. FOR 150 P&H truck crane, easy to adapt to another rig. Make offer. Phone after 6 p.m. 707/464-6284 or write P.O. Box 27, Gasquet, Ca. 95543, Reg. 034986, 5-1.

CORVETTE FASTBACK 1966 silver conv. 427 cu. in., 390 HP, Mickey Thompson tires, Anson mags. AM-FM radio, exc. condition. Must sell. \$2,200 or best offer. D. Kernaghan, 659 Kirkland Dr. No. 9, Sunnyvale, Ca. 94087, 408/736-4653, Reg. 127674, 5-1.

1963 TRAILER HOUSE 10 x 54 Detroiter, 2 BR, new owning, fire alarm system, washing machine, furniture in Willets, \$3,500. Call 408/274-3480. Robert Jehs, 3074 Rossmore Way, San Jose, Reg. No. 1079834, 6-1.

SALE OR LEASE 80-ACRE cattle ranch nr. Grants Pass, Ore. Permanent pasture, good fishing and hunting, scenic views, new house, lots of water from developed springs. Good D-4 Cat dozer included. Sale \$105,000, lease \$3,000/yr. L. H. Freeman, 1010 Atlantic St., Salinas, Ca., Phone 408/422-3347, Reg. No. 0512523, 6-1.

HUNTERS DELIGHT Brittany Spaniels whelped 3/12/70, Exc. background. Dog will please to suit. \$75 for males, \$65 females. Call 408/624-7913, Reg. No. 1359571, 6-1.

INVESTMENT TWO HOMES adj. lots, walking distance town. One 2 BR one 4 BR both w/fireplace, garage. \$40,000, \$8,000 down. H. W. Keeler, 2281 Second St., Napa, Ca., 224-2207, Reg. No. 429149, 6-1.

FOR QUICK SALE: WHITE 1969 camper compl. equipped, w/luggage rack. Good cond. \$2,800 cash. B. Davenport, 2433-21st, San Pablo, Ca. Ph. 237-9490, Reg. No. 0495999, 6-1.

FOR SALE: 1961 G-1000 + 8 attach. \$25,000. Ph. 916/456-9186, Reg. No. 0970365, 6-1.

225 HP BRIGGS STRATTON motor on Signature 1 1/2 inch pump, run less than 100 hrs. Will sell for \$70 or trade for car top boat. Chas. W. Hall, 4582 Second St., Pleasanton, Ca. 94556, Phone 846-2225, Reg. No. 0822631, 6-1.

NEW DRILLING RIG all diesel, will drill up to 8 ft. deep. Call owner at 408/736-6902, Reg. No. 1121881, 6-1.

FOR SALE: CLEAR LAKE lots of Lower Lake and Hwy 29. Appr. 60 x 150, Seigler Creek \$4,250 and a view lot for \$2,300. Paved streets and utilities. Will consider boat as part payment. Tim H. Atkinson, 563 Bluefield Lane, Hayward, Ca. Phone 415/783-1574, Reg. No. 0863894, 6-1.

BOAT FOR SALE: Like new Crooks 16' Berkeley Jet, 283 Cu. in. Chev. motor. Single axle trailer, 1970 Lic. \$2,500 or offer, 415/582-6110, Hayward, Ca. Reg. No. 0892547, 6-1.

FOR SALE: 1966 OAK TELEPHONE solid brass parts, crank. Wall style w/writing shelf. Long pole pear shaped receiver. Complete. Exc. cond. \$36. G. Billford, 21710 Regnort Rd., Cupertino, Ca. 95014, Reg. No. 1382585, 6-1.

FOR SALE 1964 PONTIAC fast, attractive P15, R&H, motor 326 cu.in. Fenton stick shift. See to appreciate. B. Davenport, 2433-21st, San Pablo, Ca. Ph. 237-9490, Reg. No. 0495999, 6-1.

FOR SALE: 10X55 MOBILE HOME in Clearlake Oaks, 2 BR, most. BR. Expanded 2 Bathrooms, screened porch. Furnished Boat hse, storage shed, shaded lot, 1 blk to lake. \$12,500. J. C. Enos, 1093 Marigold Rd., Livermore, Ca. 94550, Ph. 415/447-4957, Reg. No. 620122, 6-1.

ONE CABLE TOOL 71 Stor oil power derrick w/tools \$2,500. Also one rotary rig w/truck and pipe troler 600 foot drill pipe \$2,500. Call or write 240 Nast, Tulare, Ca. 686-9245, Reg. No. 0918845, 6-1.

FOR SALE: ROLLEI-MAG twin reflex camera, auto. Rollei flash attach. & lens shade cost \$230 sell for \$100. L. Jones, 17055 Via Piedras, San Lorenzo, Ca. Ph. 415/278-0085, Reg. No. 394353, 6-1.

FOR SALE: C35 SHIELD BANTAM crawler 3/4 yd Backhoe \$3,200 good cond. Phone 369-5225 Lodi, Reg. No. 863761, 6-1.

HIDDEN VALLEY LAKE 1/3 acre, slight incline, view, beautiful valley. Golfing, hiking trails, sorse riding, fish, hunt, club hse, swim & boat. \$9,995 Phone San Pablo 234-4267, Reg. No. 321464, 6-1.

BOAT FOR SALE: 1959 25 Ft. Owens. Full canvas, head, galley, C. J. Roslin, 157 West Ave, Stockton, Ca. 209/465-2754, Reg. No. 0876187, 6-1.

FOR SALE 1957 CHEVY short block No. 283, 60 Chev engine No. 283, 57 power olide trans, all out of car \$30 for oil. L. H. Hones, 17056 Via Piedras, San Lorenzo, Ca. 278-4085, Reg. No. 394353, 6-1.

FOR SALE: CRAFTSMAN 7 IN. ELECTRIC hand saw used once, \$35, steel carrying case inc. Cost \$55. L. Jones, 17056 Via Piedras, San Lorenzo, Ca. 94580, Ph. 415/278-0085, Reg. No. 394353, 6-1.

CLEAN AIR FOR SALE: Beautiful view, skiing, boating, Emigrant Gap on county rd. off I-80, 1/2 acre, elec., water \$3,950. Less for cash. Harold Sousa, 205 Poshard St., Pleasant Hill, Ca. 94523, Reg. No. 0754385, 6-1.

FOR SALE: CHAMPION 10' x 40' mobile house trailer used very little 2 BR, fully equipped. By owner Phone 408/251-6552, Reg. No. 1003102, 6-1.

FOR SALE: FOUR USED TIRES & tubes, 650 x 16, 6-ply nylon \$7.50 ea. Four used wheels 16" x 5 1/2 rim \$7.50 ea. from a 1969 1/2 ton pickup Chev. Write Frank M. Haiduk, 1620 Ferwood Cir., West Sacramento, Ca. 95691, or call 916/371-7095, Reg. No. 422810, 6-1.

FOR SALE: 15 Foot "Leisure Home" Camp Trailer, good condition, \$650.00 or best offer. 10 Acres Approx. 2 1/2 miles south of Camp For West Lake. \$10,000.00. Will consider trade. Clifford Vincent, Reg. No. 0788205, 7779 Highland Ave., Citrus Heights, Ca. 95610, 725-5968 (Rsvl)

FOR SALE: 80 Acres All Part \$300.00 per acre. Northern Mendocino County, Water, Trees, Meadows. Low Dn., 6% interest. K. J. WINGETT Box No. 2, LAYTONVILLE, CALIF. 95454. Ph. 707/984-2119. Reg. No. 141483.

POMERANIAN PUPPIES. Red, whelped Jan. 14, '70. Half-sister currently being shown. 408/335-5209. Fred P. Christie, 107 Volley View Ave., Felton, Ca. 95018, Reg. No. 0994054.

SIGNATURE PUMP 2.25 H.P. Ran less than 100 hrs. Will take \$70 or trade for car top boat. Chas. W. Hall, 4582 Second St., Pleasanton, Calif. Phone 846-2225.

FOR SALE OR TRADE for any short-wave amateur band equip! One 1970 electric portable SMC POWERITER typewriter that cost \$130, plus one bowling ball with beautiful carrying case, & electric medium size band-saw. Typewriter only used on holidays, so therefore only a few hours is on the machine because it was purchased only a few months ago. We have 2 other portables of our disposal, so decided we no longer needed it. Ken Mahoney, K6OPG, 455-41st Av., San Francisco, 366-6543, 6-1-70

FOR SALE — Income Property, seven rentals, plus nice lge. two-bedroom home. Fireplace, double garage. 5 acres alfalfa, good corrals. Main hwy, 1/2 mile from city limits. All one location. Warren M. Vaughn, P.O. Box 215, Felton, Nev. 89406, Phone 702/422-4953, Reg. No. 0531594, 6-1

FOR SALE: 250 GAL. PROPANE TANK & regulator, \$115. Also 30 gal. elec. hot heater, \$25. Al Alves, P.O. Box 97, Pittsburg, Phone at 6 p.m., 415-458-2494, Reg. No. 372953, 6-1.

FOR SALE: \$3500. In Fillmore, Utah, 90"x165" lot set up for mobile home. Padia 10'x40', storage bldg., city water for garden; hunting and fishing close by. O. W. George, 12348 N. Hwy. 99, Lodi, Calif. 95240. Tele. 209-368-4991. Reg. No. 1066611.

FOR SALE: WHEEL DRIVE TRAIL BIKE: Both wheels go anywhere. floats in water, takes 60 cc. grade. Cost \$61, sell for \$55. L. E. "Whitley" Everett, 7050 Redwood Hwy., Novato, 892-3701, Reg. No. 0760927, 6-1.

1200 FEET CYCLOPE FENCE, 6 ft. galv., heavy gauge. Crest fence available, phone 635-7919. L. N. Eddy, 1454 Willcrest Dr., Concord, Calif. 94522, Reg. No. 0292463, 6-1.

ILLNESS FORCES SALE OF D & R CAT, No. 14A3099. Cable Dozer and Hyd. Alce Ripper. Phil Allen, 1085 San Miguel Rd., Concord, Calif. 94520, Phone 415-682-8186, Reg. No. 338453, 6-1.

FOR SALE: 100 GAL. AQUARIUM, stainless steel, all access. incl. filter & pump, wrought iron stand, \$250. Call 415/994-0727, Reg. No. 0865511, 7-1.

FOR SALE: WF 300 AMP. P&H ARC WELDER mounted on Ford truck. Custom body, power winch w/"A" frames to 23' lift. Extra wire rope, chains, chokers, C. clamps. Smith comb. torch & hose, cables & app. 700 lb. welding rod. Also 200 amp. Lincoln arc welder & cables, elec. motor driven. M. M. Pickner, 541 Zinfandel, Ukiah, Ca. 95482, Phone 707/462-6972, Reg. No. 0935453, 7-1.

FOR SALE OR TRADE: 3 BR. HOUSE, large kitchen plus dining area, la. liv. room, w/w carpet, fireplace, lg. patio, partly covered, yard in fruit trees, nr. schools, in Oroville, Write Virgil Carpenter, 1225 Maple Dr., Oakdale, Ca. 95361, Reg. No. 0821018, 7-1.

PATRICK'S POINT, TRINIDAD, Calif., ocean bluff, level lot, one acre, Lee F. Kirkman, phone 916/533-4025, Oroville, Reg. No. 0301425, 7-1.

TRAILER PARK SITE FOR SALE. Adj. to town of Happy Camp, Cal., 14 acres, \$2,200/acre. City water & blacktop road frontage. Charles Shannon, 8423 Churn Creek Rd., Redding, Ca. Reg. No. 1414672, 7-1.

NICE TRACTOR FOR SALE, 1961 Ford 2,000 series gas tractor w/12' backhoe, no loader, 3 speed aux. Sherman transmission, good rubber, exceptionally low

hours, \$2,500. Russ Stoner, Marysville 916/743-4831, Reg. No. 0950747, 7-1.

1961 INTERNATIONAL B152 SERIES, Gen-wood 4'x9' dump w/camper shell. Low gas tanks. Brownie 2 sp. aux. trans. Front end winch, 7 ton cap. Duals or singles on rear, exc. tires, rims, chains & misc. parts. Call 415/364-0140 days, 365-0284 after 5 p.m. \$1,500 or offer. Slacey, Reg. No. 1178225, 7-1.

FOR SALE: 1963 380 HY-HOE mounted on 180 International 50 model, powered by Ford industrial engine on Hy-Hoe, \$2,250. Phone 209/523-6834, Reg. No. 0689121, 7-1.

BLACK LABRADOR PUPS FOR SALE: A.K.C., good stock, whelped May 13, 1970. F. W. Stanley, Rt. 2, Box 590, Calif. 95332, Phone 916/665-4564, Reg. No. 1171873, 7-1.

TEARDROP CAMP TRAILER FOR SALE. Cook area in rear. Attached 8x10 tent as new. \$275. 2056 Lucerne St., Stockton, Cal. Phone 209/463-4344, Reg. No. 1362839, 7-1.

FOR SALE: 12 1/2 ACRES, Middletown, Cal. New fencing, well, covered with pines, knoll overlooking valley. Road cut to top of knoll. Owner will finance of 6 1/2% per cent int. Call 707/994-6581, Reg. No. 1052524, 7-1.

SALE OR TRADE FOR BACKHOE, one 1958 GMC 3-axle 160 Cummins diesel engine. Allison auto. trans. 10 yd drum. Phone 415/223-0985, Reg. No. 094431, 7-1.

FOR SALE: 30 GAL. ELECTRIC hot water heater, very good condition, \$25. Al Alves, P.O. Box 97, Pittsburg, Cal. 94555, phone 415/458-2494 at 6 PM. Reg. No. 372953, 7-1.

TRIPLEX FOR SALE. Two 2-BR, one 3-BR 2 bath, all elec. kitchens, cen. heat, laundry facilities. No brokers fees. 4 yrs. old. \$500 mo. income. In Oakland, Ray Chemis, 707/763-6920, Reg. No. 991149, 7-1.

1965 FORD F-100 LWB. LB custom cab, good brakes all around, new rear end with post. fraction, 2-speed wipers, deluxe radio. Luther Walker, core of Credit Union, 415/431-5885, Reg. No. 0876129, 7-1.

FOR SALE: GOLDEN WEST CUSTOM Mobil home 20x60, 2 BR, 2 bath set-up in park at Petaluma. Ray Chemis, 707/763-6920, Reg. No. 991149, 7-1.

TRADE FOR AIRCRAFT, CABIN CRUISER or \$4500, Backhoe M/F w/4 bkls. & scraper, can include bob tail dump & 11ft trailer. 415/388-6844, Reg. No. 0982726.

FOR SALE: 1961 BUICK ELECTRA 225 convertible, white w/black top, leather int. power window & seats, brakes & steering, \$400. Merrill Golenski, Box 172, South San Francisco, Ca. Phone 415/589-9636, Reg. No. 1087691, 7-1.

HOUSE TRAILER FOR SALE: 1957 Belair, 8x31' full bath & shower, has everything, ready to travel. \$1,200. Merrill Golenski, Box 172, South San Francisco, Ca. Phone 415/589-9636, Reg. No. 1087691, 7-1.

FOR SALE: 1-35'x8' TANDEM AXLE HOUSE TRAILER, with electric brakes, gas heater, gas stove, double sink, elec. refra., shower toilet, double bed and Hideabed, lots of closet space. \$500. Robert Brunner, 1870 N. Fitch Mtn. Rd., Healdsburg, Ca. Phone (707) 433-4789, Reg. No. 1058381.

hours, \$2,500. Russ Stoner, Marysville 916/743-4831, Reg. No. 0950747, 7-1.

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Clip & Save

MEETINGS SCHEDULE

DISTRICT & SUB-DISTRICT MEETINGS

1970 Schedule of Semi-Annual, District and Sub-District Meetings

DISTRICT & SUB-DISTRICT MEETINGS

JULY

21 Eureka, Tues., 8:00 p.m.
22 Redding, Wed., 8:00 p.m.
23 Oroville, Thurs., 8:00 p.m.
29 Honolulu, Wed., 7:00 p.m.
30 Hilo, Thurs., 7:30 p.m.

AUGUST

5 San Francisco, Wed., 8:00 p.m.
11 Stockton, Tues., 8:00 p.m.
13 Oakland, Thurs., 8:00 p.m.
25 Sacramento, Tues., 8:00 p.m.
27 San Jose, Thurs., 8:00 p.m.

SEPTEMBER

1 Fresno, Tues., 8:00 p.m.
3 Ukiah, Thurs., 8:00 p.m.
11 Salt Lake City, Fri., 8:00 p.m.
12 Reno, Sat., 8:00 p.m.

OCTOBER

6 Eureka, Tues., 8:00 p.m.
7 Redding, Wed., 8:00 p.m.
8 Marysville, Thurs., 8:00 p.m.
14 Kauai, Tues., 7:30 p.m.
28 Honolulu, Wed., 7:00 p.m.
29 Hilo, Thurs., 7:30 p.m.

NOVEMBER

3 Sacramento, Tues., 8:00 p.m.
5 Watsonville, Thurs., 8:00 p.m.
10 Stockton, Tues., 8:00 p.m.
12 Oakland, Thurs., 8:00 p.m.
18 San Francisco, Wed., 8:00 p.m.

DECEMBER

1 Fresno, Tues., 8:00 p.m.
4 Ogden, Fri., 8:00 p.m.
5 Reno, Sat., 8:00 p.m.
10 Santa Rosa, Thurs., 8:00 p.m.

DISTRICT & SUB-DISTRICT MEETING PLACES

San Francisco, Engineers Bldg., 474 Valencia St.

Eureka, Engineers Bldg., 2806 Broadway.

Redding, Engineers Bldg., 100 Lake Blvd.

Oroville, Prospectors Village, Oroville Dam Blvd.

Honolulu, YWCA Community Rm., 1040 Richard St.

Hilo, Hawaii Tech. School, 1175 Manono St.

San Jose Labor Temple, 2102 Almaden Road.

Stockton, Engineers Bldg., 2626 N. California.

Oakland, Labor Temple, 2315 Valdez.

Sacramento, CEL&T Bldg., 2525 Stockton Blvd.

Fresno, Engineers Bldg., 3121 E. Olive St.

Ukiah, Labor Temple, State Street.

Salt Lake City, 1958 W. No. Temple.

Reno, Musicians Hall, 120 W. Taylor St.

Marysville, Elks Hall, 920-D St.

Watsonville, Veterans Memorial Bldg., 215-3rd.

Santa Rosa, Engineers Bldg., 3900 Mayette.

Provo, 165 West 1st North.

Ogden, Teamsters Hall, 2538 Washington Blvd.

Fall Highway Starts Due Near Redding

By KEN GREEN & LOU BARNES

The unfreezing of the money that was held up last Fall for highway construction in the state has finally started coming along in the northern area. The major job that has been called for bids is a 4 mile portion of freeway on Interstate 5, about 25 miles north of Redding. This project was scheduled for letting last Fall but was one that was frozen by our "thinking man's" Governor. The reason we say our "thinking man" is, this project has a considerable amount of clearing that can hardly be done till this Fall so consequently the successful bidder will be required to do about treble the amount of handling of his clearing debris. This project is budgeted at slightly over five million dollars.

There will also be two smaller jobs going in the area between Ravendale and Alturas on highway 395. They will get underway in mid July if awarded as scheduled. There is a fair amount of storm damage work underway in the Alturas-Cedarville area being done by Frank Fuller Company of Jackson. This should be completed about mid July also.

The Newcastle Construction Company has completed their portion of the site grading for the new Lassen Junior College in Susanville. The building portion of this new campus is being undertaken by Roebbelen Construction Company of Sacramento.

The Gordon H. Ball Company have finished paving (concrete) on their project north of Yreka and anticipate finishing up by early August completely. They have also successfully tendered the low bid on relocating the railroad overcrossing near the inspection station just south of the Oregon border. After this is complete, the way will be all open to bid the remaining 4-5 miles of freeway in this area, probably in the Fall of 1971. When this is completed along with the portion between Mt. Shasta and Weed this will give complete freeway for the entire length of Interstate 5 between Sacramento and the Oregon border.

Trinity Construction Company of Redding was low bidder on a small piece of highway 139 north of Susanville and should be well on their way by mid-July. This is a must project caused by high water in Eagle Lake.

C. K. Moseman of Fresno have moved in on their bridge job on Deschutes Road near Anderson. This project should be finished by December, barring any unforeseen difficulties.

This will replace the old 1-lane bridge that was built in the early 1900's. As this was the main road to the Kimberly-Clarks mill for logging trucks, this will be greatly appreciated. W. H. Lindeman & Sons have a similar bridge job going down river from this project and should have theirs complete shortly. This job is at Balls Ferry which is considered the best salmon fishing in the area.

Hughes & Ladd's Trinity County venture is progressing as a "cat & can" show near Ramshorn Creek on Hiway 3. They should have no trouble finishing this year. This company was recently low bidder on two projects in Oregon, one in the eight million dollar size, and

so will certainly be taking some of their good California "hands" with them. This is about the largest employer of Operating Engineer's working in the Redding district and they have an extremely low rate of turnover which must attest to their attitude towards their employee's.

W. Jaxon Baker is winding up on their project on Lake Blvd., and are trying to move their people down to a project they have in the Paso Robles area. This company hasn't been so successful in acquiring new projects in northern California.

J. F. Shea has several smaller jobs in the Redding-Red Bluff area well underway and not adding many people. They seem to be "wired" in on their paving operation here as hardly any jobs go by without them being successfully low. They recently added a 10,000 new plant and can really turn out the hot mix as evidence by the string of trucks they have running when it's going.

The Red Bluff area projects are all well underway with nothing to write about that has not been covered in prior issues. The canal project is paving in some places and should have the rest of the muck moved by August with the trimmer and paver right on their heels. Lord and Bishop's bridge and widening job is progressing well in Red Bluff on hiway 99E-hiway 36 east of town. A. Teichert & Son have a small county road job going on Adobe Road in Red Bluff. T.H.R., the major aggregate supplier in this area, is working just normal shifts.

In general — Redding-Red Bluff area, the construction picture still looks very black. The city utility department reported over 480 vacancies in electric services out of a total of 6100 meter locations for the residential use. This is about an 8 per cent rate for the City of Redding when other areas in California average less than 2 per cent vacancies.

Semi-Annual Meeting . . .

(Cont. from page 1)

1970. The pensions now have a maximum value in excess of \$250.00 monthly as against the \$60 monthly pension in effect in 1961.

• The Business Manager's report also pointed out that reimbursement for member's Medicare payments to the Social Security Administration are made each six months to qualified Operating Engineers over 65 years of age. Payment to date in 1970 were 326 payments for spouse and member. Twenty payments for spouse only and 479 payments for member only for a total dollar reimbursement of \$35,312.00. It was also pointed out that this amount would be increased July 1970 to \$5.30 per qualified recipient.

• In the Journeyman Trainee and Apprenticeship area it was noted that Local 3 has a total of 711 apprentices of which 574 are working. There were 525 new apprentices that applied during the open period and of the 525 taking the exam from Ernst & Ernst, 367 passed. Some 611 Journeyman Trainees were handled during the first part of 1970.

Although turn-out for the semi-annual was one of the smallest in recent years, it was a lively and busy meeting.

San Mateo

(Cont. from page 5)

and there should be more in the future as the S.F. International Airport construction projects are in line for about 8 million in federal funds during the next five years under provision of newly enacted airport legislation. Some of the tentative plans include expansion programs, thicker repaving of some terminal aprons for heavier aircraft, and lengthening of runways and etc.

With all of these aforementioned projects in the planning the picture does look a little brighter for San Mateo County.

Business Offices & Agents Phone Listing

DISTRICT 1—SAN FRANCISCO

Dispatch Office:
470 Valencia Street 94103 (Area 415) 431-5744

A. J. "Buck" Hope, Dist. Rep. . . . 992-1182
Don Luba (Dist. Operator) Enterprise 1-5345
Bill Parker 223-3417
Jim Jennings, Health & Welfare 828-5803
Fran Walker, Trustee 456-6304

SAN MATEO
1527 South "B" 94402 345-8237
Bill Roney 358-5690
Dick Bell 359-6867

SAN RAFAEL
76 Belvedere Street 94901 454-3565
Al Hansen 479-6874

VALLEJO
404 Nebraska Street 94590 644-2667
Aaron S. Smith 643-2972
Dudley Western 648-1775

DISTRICT 2—OAKLAND
1444 Webster Street 94612 893-2120
Norris Casey, Dist. Rep. 687-8545
Guy Jones 525-5055
Tom Carter 682-6382
Alex Cellini 828-3486
Herman Eppler 754-3072
Robert Havenhill 845-1756
John B. Norris 223-4957
Paul Wise 686-2587

DISTRICT 3—STOCKTON
2626 N. California 95204 (Area 209) 464-7687
Walter Talbot, Dist. Rep. 477-3210
Al McNamara 464-0706
Elvin Balaffi 948-1742
Mike Womack 369-6400

MODESTO
401 H Street 95354 522-0833
Jerry Bennett 529-5339

DISTRICT 4—EUREKA
2806 Broadway 95501 (Area 707) 443-7328
Roy Cooper, Dist. Rep. 443-1814
Eugene Lake 443-5843

DISTRICT 5—FRESNO
3121 East Olive 93702 (Area 209) 233-3148
Claude Odum, Dist. Rep. 439-4052
Bob Merriott 734-8696
Walter Norris 439-3455
Jim Hall 439-8567

DISTRICT 6—MARYSVILLE
1018 Eye Street 95901 (Area 916) 743-7321
Harold Huston, Dist. Rep. 742-1728
John Smith 743-6113
Don Senechal 673-5736
Leonard Miller 742-5722

DISTRICT 7—REDDING
100 Lake Blvd. 96001 (Area 916) 241-0158
Ken Green, Dist. Rep. 347-4097
Lou Barnes 243-7645

DISTRICT 8—SACRAMENTO
8580 Elder Creek Road 95828 (Area 916) 383-8480
Doug Farley, Dist. Rep. 685-3052
Al Dalton 622-7078
Martin Coorender 489-4180
Ken Allen 423-9082
Al Swan 487-5491

DISTRICT 9—SAN JOSE
760 Emory Street 95110 (Area 408) 295-8788
Bob Skidgel, Dist. Rep. 267-8436
Mike Kravitz 266-7502
Jack Curtis 476-3874
Bob Owen 251-0416
Bob Sheffield 225-5458

DISTRICT 10—SANTA ROSA
3900 Mayette 95405 (Area 707) 546-2487
Russell Swanson, Dist. Rep. 545-4414
Robert Wagon 539-2821

NEVADA
DISTRICT 11—RENO
185 Martin Avenue 89502 (Area 702) 329-0236
Bill Relford, Dist. Rep. 747-3599
Edwin Knapp 635-2737
Russell Taylor 423-5620
Harry L. Bouwens 358-0929

UTAH
DISTRICT 12—SALT LAKE CITY
1958 W. N. Temple 84103 (Area 801) 328-4946
Tom Bliss, Dist. Rep. 255-6515
Elmer Roderick 373-6457
Victor Long 465-2505

PROVO
125 E. 300 South 84601 (Area 801) 373-8237
Wayne Lassiter 487-2457

ODDEN
2538 Washington Blvd. 84401 (Area 801) 397-1139
Kay Leishman 773-0254

HONOLULU, HAWAII
2305 S. Beretania 96814 (Area 808) 949-0084
Harold Lewis, Sub-Dist. Rep. 923-1207
Ken Kahoonel 841-1093
Wilfred Brown 845-3750
Wallace Leon 455-3908
Bert Nakano (Hilo) 968-6141
Valentine K. Wessel (Hilo) 935-1043

AGANA, GUAM
P.O. Box E-J 96910 772-4222
Bob Mayfield 772-4222
William Flores 742-2400
Yong Hae Jun 772-4222
Mike Pope 746-3422

More on Marin

(Cont. from Page 15) keeping a few of the brothers working.

MURRAY-McCORMICK with a few jobs around the area.

PIOMBO BROTHERS have one cat working at present, cleaning up at the site of the old distillery, in Sausalito. Bob Smith from the East Bay also has one cat on this job at present. Pacific Excavators have finished up their job at the old distillery.

SITE ENGINEERING still keeping their heads above water with a few jobs here and there. RAY W. FOREAKER JR. is now associated with this

firm, we are pleased to announce. Our condolences to the firm on the passing of Mr. Phil Lygren—also to his family.

MARIN TRUCKING & STORAGE busy all over the area.

FORDE CONSTRUCTION also keeping busy.

BRESNAN & DALECIO also with a few jobs around the area.

Today's quote:

"I expect to pass through life but once. If therefore there be any kindness I can show or any good thing I can do for a fellow being, let me do it now as I shall not pass this way again."

—William Penn

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