Utah members approve new Master Agreement

Members of the Utah District have overwhelmingley ratified a three-year Utah Master Construction Agreement that provides for a $1.10 across-the-board, guaranteed wage and fringe increase effective July 1, 1981.

"This was perhaps the toughest agreement we have had to negotiate in Utah," Local 3 Business Manager Dale Marr stated, "but in spite of some very heated sessions, we were able to obtain an excellent wage increase and some very solid gains in dealing with contractors, owner operators and the auditing of firms delinquent in the payment of their fringe benefits.

Members, who, depending upon their group classification were earning $9.10 to $13.40 under the old agreement, will receive a straight wage increase of $1.40 as of July 6, effective July 1. An additional 17 cents went onto the fringes according to the following allocations: 5¢ for health and welfare, 10¢ for pensions and 10¢ for the vacation and holiday pay plan.

Effective Nov. 1 of this year, 45¢ more will be added onto the fringes as follows: 10¢ for health and welfare, 10¢ for pensioned health and welfare, 15¢ for pension and 10¢ for the vacation and holiday pay plan.

This brings the total fringe package from $4.67 to $5.37 an hour. By Nov. 1 of this year, there will be $1.48 in hour going into health and welfare, 40¢ into pensioned health and welfare, $2.00 into the pension, 17¢ into affirmative action and $1.32 into the vacation and holiday pay plan.

The contract also provides for a $2 an hour increase in July 1982 and $3 an hour in July of 1983. The union may elect at its option to allocate the increases to wages and/or fringe. Any allocations made to fringe benefits will become effective on Nov. 1 of those years.

In addition to the economic package, significant gains were made in some work classifications and in language dealing with work rules.

Steel erection and pile driving wage rates under the new contract are now the same as those under the Northern California Master Agreement.

The work preservation clause has been strengthened, requiring subcon-

Scholarships presented at Semi-annual

Presentation of the 1981 annual scholarship awards and a report on the status of the union by Local 3 Business Manager Dale Marr were the highlights of the July 11 semi-annual membership meeting in San Francisco.

In attendance at the meeting were first place scholarship winner Linda Sue Devader, 17, of Orangeville, CA, and First Runners-up Denise Frechou, 17, of Santa Clara and Craig LaSalle, 17, of Carmichael, CA, who were accompanied by their parents. Dale Marr made presentations to each winner and congratulated them on their academic achievements.

DeVader and the First Place winner in the male category, Kylie Harrison of Utah, who was unable to attend the meeting, each received a scholarship of $1,000 from Local 3. Scholarships of $500 each were given to Denise Frechou and Craig LaSalle.

In his report to the union, Business Manager Dale Marr said one item of great concern to the union at this time.

(Continued on Back Page)
As we enter what should be the height of the construction season, I think one thing is readily apparent—a lot of our members who should be working right now are tied up in the real estate market. The cause for this sad state of affairs should also be easy to recognize: a presidential administration that is committed to open the way to entrepreneurial reform. The interests are more aligned with deep slumps into public work programs as the only way to control inflation. Never mind that the cure may be worse than the disease and that tens of thousands of union workers throughout the country are being thrown out of productive employment.

After only five months in office, Reagan along with his conservative allies in Congress and the business community, has launched a major attack on many of the programs that we have worked so long and hard to establish. Here are a few:

- **Dismantling Davis-Bacon:** As I have reported in earlier issues, we are currently facing the most severe attack we have ever experienced on the Davis-Bacon Act, which protects our union wage rates on construction projects receiving federal assistance. The Senate Labor Subcommittee—now controlled by Republicans—has repeatedly held hearings on the prevailing wage law during which all sorts of discredited testimony is repeated and serious modifications made.

- **The MX Missile Project:** Although the job outlook is better, the Davis-Bacon Act is still an important issue in Utah where the proposed MX Missile project in Utah and Nevada is now under Federal Highway Administration's review. The project would "without a doubt" affect union jobs.

- **The Peripheral Canal:** Marr also reported that resolutions calling for the Peripheral Canal and related projects from coverage under the Davis-Bacon Act have been on the agenda for months under a contingent led by the International Union of Operating Engineers, 474 Valencia Street, San Francisco, CA 94110.

Inconcludinghis remarks, Marr stressed, "We still have some protection against the worst of any union's jurisdiction (N. California, N. Nevada, Utah, Hawaii, Guam).

Marr noted that the pension plan is based on a "cost-benefit analysis," the Reagan administration has already made a major effort to reduce the benefit of the Davis-Bacon Act, along with all future retirees.

In conclusion, Marr said, "The fact remains that states that prevail wage laws still supercede the federal law in those states that have them," Marr continued. "So we still have some protection against the most of any union's jurisdiction."

Although the job outlook is grim over the short haul, there is a huge backlog of construction work ready to go once the Davis-Bacon Act is repealed or modified. The Peripheral Canal would "without a doubt" be on the ballot at the conclusion of his remarks.

"I will admit frankly that it is in the best interest of our members to get back to work to support this project," Marr declared. With the majority of Southern California apparently in favor of the Peripheral Canal and the fact is that it is very good that this project along with billions of dollars related water development will be a reality in the near future.

To top it off, the Labor Department is scheduled this month to deliver to Reagan its recommendations for a new interpretation of the Law's administrative regulations. The proposals were temporarily delayed this month so that the Office of Management and Budget could review the recommendations, which are even more damaging.

- **Assault on OSHA:** In the name of a half-baked theory called "cost-benefit analysis," the Reagan administration has launched a blunt effort to quietly and surreptitiously re-wire the OSHA Act. The Reagan administration has launched a blunt effort to quietly and surreptitiously re-wire the OSHA Act.

Fortunately for us, the Senate of the United States is working to ensure that the Reagan administration is not allowed to make the same mistakes as the federal government.

Meanwhile, the Senate Armed Services Committee has overturned this last major federal law that exempted military construction contracts from coverage under the Davis-Bacon Act. The Department of Defense has already announced that its plan to do away with the Department of Labor's prevailing wage regulations will be the first test of the Reagan administration's economic policies.

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$5.8 million water project awarded by Reclamation Bureau

The Bureau of Reclamation has awarded a $5.8 million contract to construct pipelines and storage facilities for Water Distribution System in California's west Sacramento Valley. Commissioner Robert N. Broadbent announced this award last week to Granite Construction Company of Waterville, Calif., based on the firm's bid of $5,867,400. The Granite proposal was the lowest of 12 bids received by the Bureau.

Work under the contract includes furnishing and laying about 26 miles of 6- through 48-inch-diameter steel pipe, including a portion of steel with steel regulating tank, a flow meter structure, and two meter and water screen structures for transporting water through the Dunnigan Water District Distribution System from Bear Lake of the Tehama-Colusa Canal. Construction of the distribution system will enable maximum contract delivery of 19,000 acre-feet of water annually to the district. On completion of construction, the distribution system will provide full water service to 80 percent of the district lands and supplemental water service to 20 percent of presently irrigated district lands without mining ground water. The contract is scheduled for completion 60 days from notice to proceed.

S.F. Sewer funds cut again

San Francisco's wastewater project—originally designed as the $2.3 billion Super Sewer—has seen a cut of more than $870 million, due to competition from other California cities for shrinking federal grants. This was confirmed by Chief Administrative Officer Roger Boas in testimony before the Board of Supervisors this month, just three weeks after the supervisors had voted to award a $2.5 billion contract for the project to Granite Construction Company for $1 billion. Boas, who came to the weekly board meeting at Kopp's request, was spared the supervisor's usual tough grilling. In statements to the critic he told Boas that I compliment you, because last August you saw that the $2.3 billion monstrosity could not be built and you prepared to modify it.

Kopp had been particularly critical of a proposed $270 million crossover tunnel, to carry sewage from an Islais Creek treatment plant to an ocean outfall near Fishtailshack Zoo. He noted, however, that the $2.3 billion program is still official pollution control policy, imposed on The City by the state Water Resources Control Board. Kopp urged Boas to seek early state approval of the $870 million design—"to get San Francisco legislation for a孙悟空 under the $2.3 billion yoke.

Boas explained that the downsized wastewater project is basically a two-core system, no longer requiring all 12 projects of the City's entire sewage load. The anticipated funds will enable The City to complete the Hunters Point-Bayview Southwest plant as well as the Westside transport along Ocean Beach and other construction now underway Boas and Public Works Director Jeffrey Lee said the Southwest plant and pump station near the zoo would be built at a total of $150 million ocean outfall contract would be let today. All of these units will be smaller than originally designed.

House passes a $7 billion military construction bill

House yesterday approved a $7 billion military construction authorization bill for fiscal 1982 that falls only $50 million short of what the administration asked. The Senate has not yet taken up the measure. Major items in the House bill include $424.6 million for construction of rapid deployment force bases in Egypt, Somalia, Kenya, Oman and the Indian Ocean island of Diego Garcia; $356.5 million for MX missile basing facilities; $1 billion for construction in Europe; and $179.7 million for construction in the contiguous United States. The Administration had asked for $2 billion for RDF facilities is about $107 million below the Pentagon's $353-million request. The House approved full funding of $377.7 million for facilities at Diego Garcia; $757 million forPanama and $24 million for Somalia. But it cut $80.4 million from the $106.4 million requested for airfield and port facilities at Ras Banas, Egypt, and most of the $26 million that the Pentagon wanted for upgrading naval installations at Mombasa, Kenya. The House tied a strict condition to its MX construction authorization. With the Utah-Nevada basing plan under heavy fire from several senators and the subject of Pentagon gymnastics, the House specified that the Pentagon cannot spend any funds on MX basing until Congress approves President Reagan's final decisions.

Power plant construction

The proposal to build the Harry Allen coal plant in Nevada is being revived. Officials from the Nevada Power Co. confirmed last month that they have asked several public agencies in California for help in building the 2,000-megawatt plant near Las Vegas. "We are starting to negotiate with municipal utilities in California, Utah, Oregon and Idaho," said John Gibbons, Nevada Power Co. vice president, Las Vegas. The Harry Allen plant is part of the controversial Allen-Warner Valley coal project that was all but abandoned in 1979 when two California utilities, Pacific Gas and Electric Co. and Southern California Edison Co., announced they were withdrawing from the $4.6 billion project from PG&E and Southern California Edison cited reduced demand for electricity and high interest rates as the reasons for their decision.

But Gibbs said Nevada Power Co., the project's lead utility, is now attempting to get the federal government and the state's publicly owned utilities to help develop the plant at a separate facility, without the Warner Valley unit. Gibbs said the Allen plant would cost about $2.5 billion to build. It was finished by 1986, he said. Among the agencies approached by Nevada Power Co. are the Sacramento Municipal Utility District and the U.S. Western Area Power Administration, a division of the Department of Energy.

Cut back CUP to finish it?

Gov. Scott M. Matheson confirmed this month that Rep. Jim Hansen, R-Utah, has talked to him on the possibility of going along with reducing Utah's C.U.P. project in the new fiscal year. He said that the $2.3 billion project would be finished by 1986, at the same time as the Department of Energy's oil and gas drilling plan. A Democratic source said Clausen's refusal to sign was a disappointment, but "trying to set up his own meeting (with Reagan)" Interior Secretary James G. Watt recently notified the Senate and House that $12 million would be put aside for continued design work on SRC-1 for the remainder of this fiscal year. The Senate and House have approved a compromise between differing versions passed by the Senate and House earlier. It imposes cutbacks on programs ranging from seaweed treatment plants to urban transit systems, but also incorporates some funding increases, mainly in military construction. The biggest reduction was a 2.7 percent cut in water treatment construction grants. In the original versions of the legislation, the Senate and House were split sharply over the question of portioning the cutbacks among states. The issue arose over how to treat $114.4 million in funds for construction of the Environmental Protection Agency appropriation. That money (popularly known as Talmadge-Nunn funds) was originally voted as an economic and job-creation stimulant at a time of recession. The Senate and House have agreed to defer use of the final compromise, $64 million in Talmadge-Nunn funds will be rescinded.

One of the other major cutbacks approved by Congress:

- SRC-1 coal gasification plant—$85.5 million was rescinded and split among states, another $7 million deferred until the start of the new fiscal year.
- Renewable energy funding—$63 million was rescinded from the solar geothermal and hydroelectric power development programs.
- Urban rail construction—spending of $220 million was rescinded.
- Residential permits down 17%

San Francisco, California's credit-sensitive housing industry closely paralleled financial conditions in May as mortgage rates surpassed the all time high recorded the previous month, and construction fell 17 percent, reports Security Pacific National Bank. Mortgage rates on loans closed in California hit the highest level ever in May and rose 2.7 percent in the previous month. Home sales is still very strong, home production is being curtailed by the cost of supply of credit and the number of sales that are distressed is still the same. However, during May the number of housing units completed in California was only 0.9 percent below the average of 14.84 percent in May from 1979. New mortgage loans are currently being quoted as low as 15 percent and 18 percent.
I appreciated the opportunity in May to attend the Twenty-Ninth General Convention of the Pacific Coast Metal Trades District Council at Vancouver, Canada. All the delegates of the different local offices represented, attended each session and expressed their feelings in regards to the important business that came before the Convention.

For several years, mainly due to the lack of naval ship repair contracts for our West Coast shipyards, we have seen periods of little or no work in far worse conditions. This has triggered many conferences, work shops, seminars with the Navy brass, Coast Guard, Maritime Administration (MARAD), Congressmen and other agencies and departments, all addressing the need to build merchant ships, rebuild our Navies, to have steady enough work mainly in ship repair, and to work toward a betterment of a viable training program.

This District Council has emerged as a dominant unit in the chartered bodies of the Metal Trades Department, AFL-CIO. With this recognition, also comes responsibilities. We must continue to work together as a team to meet the many challenges we now face with the administration of the government. I hope attention will be given to the needs of our shipyards, our Navies and our Merchant Marine.

The District Meetings at Provo, Utah and Reno, Nevada were held, and a good attendance. Also the Retirees Association Meetings held at Salt Lake City, Utah and Reno, Nevada filled every seat with retired brothers and their lovely wives. I only wish we could get the turn out at the District Meetings we get at the Retirees Association Meetings.

1981 marks the 25th anniversary of the Inter-state highway system. The Road Information Program, a non-profit highway research agency based in Washington reports the nation's 40,000 mile network is crumbling.

Designed to serve the needs of commerce and defense nationally, the system was born on July 1, 1956, with the designation of certain toll roads and major highways as Interstate.

Though the Interstates are still generally thought of as America's "new highway" they are showing their age, says Donald S. Knight, TKIP director, who points out that the average life expectancy of pavement is 16 years.

"In the past decade the percentage of good pavement on the Interstates has slipped from 74 percent to 63 percent," Knight says. In that same period of time the percentage of poor rated pavement nearly tripled, from 4 to 11 percent.

Boothing our bad roads wastes fuel when rough pavement causes vibrations, a loss of traction and an uneven power flow through a vehicle's drive train, so that United States drivers waste 16 billion gallons of fuel annually by driving over rough and broken pavement.

"U.S. drivers shelled out more than $6 billion last year to pay for road-related problems showing up in excess tire wear and damage to brake, steering and suspension systems," he says.

"Between fuel waste and the vehicle repair costs, bad roads cost the average American driver $184 annually," Knight declares. "With the Interstates starting to crumble and fuel prices continuing to climb, we expect to see that average skyrocket over the next few years."

Pointing a finger of blame for the Nation's highway dilemma is no easy task, according to Knight. Motor fuel taxes have been sliding over the past decade because fuel prices have caused people to cut back on travel and because of growing use of lighter vehicles and smaller, more fuel-efficient engines, Knight says.

And, he points out, inflation in the highway construction industry has jumped by more than 200 percent since 1967.

We receive many letters from our retired brother engineers. The following letter is a good example:

May 21, 1981

Mr. Harold Huston, President
Operating Engineers Local Union No. 3
474 Valencia Street
San Francisco, California 94103

Dear Sir and Brother:

Just a few lines to thank all the Brother Engineers for giving me the raise on my pension check. Sorry to be so long but guess it's better late than never. Thanking you again.

Sincerely yours,

F.D. LEMLEY
Alma, Arkansas

Regional coast commissions out of business

Beginning this month the state's six regional coastal commissions are out of business, with their workloads being transferred to the parent body, the State Coastal Commission. Since 1975, when the regional bodies were created by passage of Proposition 20, the commissions processed in excess of 50,000 permits.

Permits for the new set-up coastal permits will still be required but those wishing to build in the coastal zone will have to go to their local agencies and departments, all addressing the need for granting permits.

Proposition 20 created the new set-up coastal permits which was required for those wishing to build in the coastal zone, having processed in excess of 50,000 permits.

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Bearing in mind the problems of road repair, they have processed in excess of 50,000 permits.

"There will be some confusion in the first district meetings we held in 1981, according to HBMWD consul- tor."

Commission officials anticipate that most coastal cities and counties will be taking over the job of issuing coastal permits within the next year as they complete work on their new agencies.

"There will be some confusion but we do not expect either the public or the commissions to encounter any major problems with this transition," says commission executive director, Mr. Fischer.

Though the regional commissions terminate June 30, five of the six regional offices are being maintained with their workloads being transferred to the parent body, the State Coastal Commission in San Rafael is being moved to the State Office headquarters in Golden Gare. The North Coast office remains at 1650 Union St. in Eureka and the Central Coast office stays at 701 Ocean St. in Santa Cruz.

Local government and the public-at-large are advised to continue contacting the

"...on my pension check. Sorry to be so long but guess it's better late than never. Thanking you again."

Eureka eyes $35 million in sewer projects

A plan that would bring $35 million in capital sewer projects to Humboldt County was announced recently by Eureka, Arcata and county officials, reports District Representative.

Under the proposal, funds set aside by the state and federal governments for regional wastewater plant planned in the mid-70's but never built, would be reassigned to the city of Eureka.

Eureka would then hold the funds and use most of them for the new Elk River treatment plant.

Other funds—$2 million for Arcata and between $2 to $3 million for McKinleyville—would be administered by Eureka until those entities are ready to use the money.

In a letter made public the Division of Water Quality for the State Water Resources Control Board, said Eureka would act as the granting agent for the leftover funds if the plan is approved.

Approval of the plan must come from all members of the soon-to-be-defunct Humboldt Bay Wastewater Authority. Eureka, Arcata and McKinleyville Community Services District, Humboldt County and the Humboldt Community Services District.

The Federal Highway Administration announced that $1.1 million in emergency aid funds for repairs to the Mattole Road have been approved.

The road was damaged by wind and heavy snow along the route Jan. 18-22, and only one lane of the road has been open for traffic. The FRA, F.H.A. will be used to complete the repairs on the road this year. Actual construction on the project could begin in September, if design plans and bidding for the project proceed as scheduled.

The Humboldt Bay Municipal Water District board has tentative approval to plans for a small hydropower plant at Mattole Dam on the Mad River at Trinity County. A portion of the proposed work will be in a floodplain protected by President Franklin D. Roosevelt Executive Order 1938.

Alternatives being considered are: 1) widen and realign within existing roadway corridor, 2) widen and realign with some deviation from existing roadway corridor, and 3) do nothing.

Office worker Terry Haag retires

After 27 years of working for the Operating En- gineers, Terry Haag of the Ignacio office has decided to "pull the pin" and retire. A retirement dinner in her honor will be held Friday, Aug. 7 at Dominic's Harbor Restau- rant, 507 Francisco Blvd., San Rafael, CA. No host cock- tails begin at 6:30 p.m. and dinner will be served at 7:30 p.m.

Terry, who is a member of the Office and Professional Employees Union, went to work for the Operating En- gineers in 1955 as an office worker in the San Francisco office. She has spent a lifetime in the labor move- ment throughout her years in the labor movement. She joined Local 31 of the Leather and Novelty Workers Union in 1941 and was primarily through her efforts that her employer at the time—the largest leather goods manufacturers in San Francisco—became unionized.

For more information on the retirement dinner, call Paula Peterson at the San Francisco Dispatch hall (431-5744).
Joint venture of Texaco, PG&E

Coal plant possibility for Coalinga

COALINGA—Texaco Oil Co. and the Pacific Gas & Electric Co. have begun studying the hills of the Coast Range northwest of Coalinga to determine the feasibility of building a multi-million dollar power plant, a prospect that could reopen some of the coal mines in the area.

The nine-month study will examine the economic and environmental feasibility of building the plant in Texaco's San Ardo oil field in Monterey County, 20 miles west of Coalinga.

If the findings are encouraging, the plant could be in operation by 1987, a Texaco spokesman said. Although the study is barely under way, a Texaco spokesman said the company is "very enthusiastic about the prospects."

As envisioned, the plant would produce between 210 and 290 megawatts of power for $2.5 billion over a period of 13 years to help bring the heavy crude to the surface.

Texaco burns more than 8,000 barrels of oil daily to produce steam to power the pumping process in the San Ardo field. One barrel of oil is burned to make steam for each three barrels of oil produced at San Ardo, the largest Texaco oil field in the continental United States. Texaco spokesman Norman Stanley said the power plant would need the fuel to burn oil for steam.

Coal would be used to power the generators, but, to meet California's air pollution standards, it would first be converted to natural gas in a process developed by Texaco.

The PG&E and Texaco spokesmen said most of the coal would come from Utah and other Rocky Mountain States, but there are signs that some lower-grade coal from the Coalinga area could be used. Texaco recently began efforts to lease coal-bearing land between San Ardo and Coalinga.

Company officials will not comment, but it is known they have offered landowners $3 per acre plus royalties on any coal produced.

Work is still slow in Reno area

As envisioned, the plant would produce between 210 and 290 megawatts of power for $2.5 billion over a period of 13 years to help bring the heavy crude to the surface.

Work in District 11 is still very slow, reports Business Representative Ed Jones. Subdivision work is at an impasse as 1,500 surveyors are required to man the entire project. The increase will be one of the most important sections ever.

Also worth mentioning, is the fact that the Union Committee was able to upgrade all surveyor classifications in this agreement, including Rodman-Chairman, Instrument Man, Chief of Party and Certified Chief of Party. Several factors were involved in this reluctance. Reluctantly, the companies are finally recognizing the abilities of our Union Surveyors, and the ever increasing work assignments of this agreement. The Union is doing its job with this evidence. This has been proven on big complicated projects such as Hunter 1 & 2, then 3 & 4, as well as the National Lead 1/2 Line and Komatsu 455 and bigger, plus other similar huge "4" projects. As many as 1,100 surveyors will be required to man the entire project.

It will start yet this year, we have been told by a good source thatlegislature approved a gasoline tax increase after debating several proposals. The new tax is effective July 1, 1981 from the current 6¢ per gallon to 10¢ per gallon and then increasing to 12¢ per gallon effective on July 1, 1982. The increase is estimated to generate $462.2 million dollars over a two year period which should give some help to the depleted highway fund.

There is no new highway work coming up for bid in the near future because of a lack of matching funds, reports Department of Transportation. The Department has a ten year, long range plan for 570 miles of highway needing over-lay and 596 miles of highway that has already been approved and is 60% along.

In Winnemucca on the 5,641 mile I-80 bypass, Helms Construction crews are finishing up grading, paving of the access and approach roads, and putting down base rock and C.T.B. to be followed up by Match Corporation with white paving crews later this year.

Granite Construction was recent low bidder at $727,978.00 for the City of Sparks Street Development Phase One Project.

Helms Construction was recently awarded a 1.3 million dollar contract to construct a section of a two-lane highway to a four-lane highway. The job will also include some installation of sewer line hook-up from San Vallesinto the Reno City sewer system later on.

As of July 1, 1981, the joint venture of Texaco, PG&E, had not yet received the necessary approvals from the Nevada State Public Utilities Commission to begin engineering work. The budgetary 138-day session, the Nevada State 126 mile over-lay project.

Reno Picnic

August 1, 1981

At Deer Park in Sparks

Serving Retirees Lunch at 12:30 p.m.

Jobs currently in progress around the Reno-Sparks area include Helms Construction finishing up paving 1.950 miles of the four-lane heavily-traveled Clear Cane Lane from North McCarren to Sun Valley. Helms Construction crews are working on a 4.5 million dollar contract on Ring Road from Highway 395 to Pyramid Road installing sewer lines, storm drains and grading.

Helms Construction has a proposal spreading into Sparks developing some land for the Lear Corporation near a future industrial warehouse site.

Granite Construction recently started paving 2.45 miles of State Line Road, a future one-lane underground work on this project.

Pictured above is the University of Nevada's new 7-story college of business administration currently under construction at a cost of $52 million. Walker-Boudwin is the general contractor.

July 1981/Engineers News/Page 5
Life in a pint-sized penthouse

"Editor’s Note: Recently, Paul Shinoff, labor reporter for the San Francisco Examiner contacted Local 3 and asked for help in doing a story on tower crane operators as part of a series of articles he is writing on the skills that are required for seemingly routine jobs. The following feature story appeared in the June 7 issue of the Examiner and is reprinted here by permission.

By Paul Shinoff
Examiner Labor Writer

Mickey McGuire sits rigid in a padded, black vinyl-covered chair, still as a conditioned man. Before him stretches a 134-foot triangular-shaped boom; a huge yellow hook hangs on a thick load line to the concrete slab below. McGuire, 61, is a tower crane operator, the master of one of those huge derricks that sit atop major construction projects like giant metal house plants.

He perched 110 feet above the Yerba Buena West construction site, a six-story, blockwide office building at 4th and Howard streets in San Francisco.

The steady westerly wind sways the cab gently on its long metal shaft, a thin branch on a thick tree, "It’s quiet, it’s safe, and I got a million dollar view," drawls Nebraska-born McGuire.

An European invention, tower cranes made their appearances on American high-rises 25 years ago, to become what seems to be a permanent part of downtown scenery.

The steel cab has all the comfort of a diving bell. The space is so small McGuire could bang both side windows with a fling of his elbows. A glass hatch is levered open in front, so McGuire can prop his boots on the metal rim over hanging the edge.

He started driving the big cranes in his hometown of Lincoln, Neb., in 1943. McGuire has a snapshot of every one. Before and after.

"Once I start a building, I marry it every time," he explains.

On the deck below, ironworkers, "rodbusters" as they are known, are tying the last of the steel reinforcing bar across a huge section of floor in preparation for a concrete pour the next morning. The men step gingerly across the steel, spiders on a horizontal net.

Tomorrow, McGuire will bring up the three-yard capacity buckets, 14,000 pounds of wet concrete mud, enough to source his cab like a ship at sea.

"I’d rather pour concrete than eat. You get hungry, you get a rhythm. You can see it all in front of you. You can see it built."

McGuire looks out at the world like a fish from a bowl.

Good weather brings out young women in light dresses and McGuire can see down through open sunroofs into cars below.

One day he watched helplessly as a bus, out of control, careered down a steep San Francisco hill. He once saw a jet fighter take a slow dive into the Bay.

"If you can drive a car, could you operate a crane?"

McGuire laughs, "My idea of a crane is the space shuttle replaces. It couldn’t be done before," adds assistant superintendent Ross Mainor.

Separated by 20 years of age, race, and culture, the popular notion of hard-hat prejudice would dictate that McGuire, white, and Taylor, black, should have the most formal of relationships.

"He’s got a good clear voice. He’s always friendly," says McGuire. "We make a good pair. We try to do a good day’s work. "We’re good friends, Ernie and me."

If the crane doesn’t run, the job can’t move, and both men hate to be off the job. Like a kid with a shiny new toy, they don’t like anyone else playing with their crane.

"You got to come, sick, sorry or sober, you got to show up," says McGuire.

"When you get on the job, you come up with the job," adds Taylor. "You become part of it, miss it if you’re not there. We care more than the average man."

Taylor is a member of Laborers Union 256, makes $12.19 an hour, and lives in San Francisco with his wife and four children. He estimates he averages $20,000 a year.

McGuire makes $13.94 an hour, is a member of Operating Engineers Local 3, and lives in Redwood City with his wife. In good years, he says, he made $25,000. "But there have been some $4,000 years," he adds.

He comes in each morning on the train, in rough boots and carrying a lunch box, along with other more formally dressed commuters. "They’re going to a job and so am I," he explains. "If people didn’t work in buildings, what would I be doing?"

After work, McGuire and Taylor share a beer and brag about buckets and eggs.

Some people can roll an egg around with their foot and not break it," explains Taylor. "My idea of Mickey is he could roll that egg around with a concrete bucket.

McGuire just grins.

"Teaching the egg?" he is asked. "Within an eighth of an inch," replies McGuire slowly.

"But I wouldn’t want to be the egg."

Working high out of harm’s way, McGuire may have the best jobs on the site. But those who work below his swinging hook are always in jeopardy. A swinging 40-foot-wide concrete form could sweep an entire job away in one day’s work. "We’re good friends, Ernie and Taylor. "You become part of it, miss it if you’re not there. We care more than the average man."

"One time, I drove by the Coors Brewery and saw a gin mill. I couldn’t believe it. Five, I stopped along the highway and watched them all afternoon."

360-degree swing across an entire job, rise as the structure is built beneath it.

"There is no way of calculating how many men Mickey replaces. In some instances, you could say several hundred men," says superintendent Sven Halquist.

McGuire drives one of two cranes on this job. "Sure, you could get the same material up with wedges or block and tackle, but that would never be done. It’s like asking how many men the space shuttle requires. It couldn’t be done before," adds assistant superintendent Ross Mainor.

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Each noon, McGuire descends from his perch to have lunch with those below. "It’s a changing life," he explains.

Tower crane operators sign their job at the end of the day. They write their name, date and address on the inside of the cab.

"When I drive into a city, the crane, it’s the first thing I see," explains McGuire.

"One time, I drove by the Coors Brewery and saw a gin mill. I couldn’t believe it. Five, I stopped along the highway and watched them all afternoon."

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# UTAH MASTER AGREEMENT: PULL OUT SECTION

## MASTER AGREEMENT

**UTAH CHAPTER OF THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.**

This Agreement was made and entered into this 1st day of July, 1981, by and between Utah Chapter of the Associated General Contractors of America, Inc., for and on behalf of its Members listed on Exhibit A, hereinafter referred to as the EMPLOYER, and Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO, hereinafter referred to as the UNION.

### 01.00.00 WAGE SCALES AND CLASSIFICATIONS

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<th>Area 1</th>
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### 01.03.00 Classifications and Rates:

#### GROUP 1 (2 classifications)

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| 0213 | 1. Fireman, Engine Driver or Locomotive |
| 2863 | 2. Fireman |
| 3285 | 3. Asphalt Plant Fireman |
| 3701 | 4. Progressive Machine Operator |

### GROUP 2 (9 classifications)

#### Area 1:

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| 0681 | 1. Boxman, asphalt plant |
| 1481 | 2. Air Compressor Operator |
| 1631 | 3. Concrete Mixer Operator (Skid Type) |
| 1721 | 4. Concrete Pump or Pumpcrete Gun Operator |
| 2655 | 5. Engineer, Driveway Operator |
| 3101 | 6. Generator Operator (100 KW or over) |
| 4671 | 7. Motor Grader Operator or equivalent |
| 6311 | 8. Chainman, Effective 7/6/81 |
| 6311 | 9. Chainman, Effective 7/6/81 |

#### Area 2:

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| 0581 | 1. Switch Operator, Field |
| 0581 | 2. Self-propelled, automatically operated Concrete Cutting Machine (on streets, highways, airports and canals) |

### GROUP 3 (13 classifications)

#### Area 1:

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| 0681 | 1. Boxman, asphalt plant |
| 1481 | 2. Air Compressor Operator |
| 1631 | 3. Concrete Mixer Operator (Skid Type) |
| 1991 | 4. Concrete Pump or Pumpcrete Gun Operator |
| 2655 | 5. Engineer, Driveway Operator |
| 3101 | 6. Generator Operator (100 KW or over) |
| 4671 | 7. Motor Grader Operator or equivalent |
| 6311 | 8. Chainman, Effective 7/6/81 |
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#### Area 2:

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| 0581 | 1. Switch Operator, Field |
| 0581 | 2. Self-propelled, automatically operated Concrete Cutting Machine (on streets, highways, airports and canals) |

### GROUP 4 (7 classifications)

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| 0901 | 1. Ballast Jack Tamper |
| 0901 | 2. Ballast Tamper |
| 0901 | 3. Ballast Tamper — multiple purpose |
| 3101 | 4. Front End Loader Operator (up to 16 cu. yd. 'struck' m.r.c.) |
| 3101 | 5. Hoist Operator — One (1) Drum |
| 3101 | 6. Line Master |
| 7241 | 7. Slip Form Pumps |

### GROUP 5 (14 classifications)

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| 0581 | 1. Batch Operator (Asphalt Plant) |
| 1471 | 2. Concrete Pump Operator (two [2] or more compressors) |
| 1621 | 3. Concrete Conveyor, building site (any Assistant shall be an Employee covered by this Agreement) |
| 3451 | 4. Heavy Duty Repairman and Welder — Permanent Shop |
| 4391 | 5. Lube and Service Engineer (Mobile and Grease Rack) |
| 4503 | 6. Motorman |
| 5471 | 7. Pavement Breaker Operator (Enasco and similar type) |

### GROUP 6 (19 classifications)

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| 0101 | 1. A-Frame Truck and Trucker Hoist |
| 1841 | 2. Concrete Saw (self-propelled unit on tracks, highways, airports and canals) |
| 2681 | 3. Engineer — Locomotive |
| 2951 | 4. Forklift (construction jobsite) |
| 3421 | 5. Grader Operator |
| 3941 | 6. Komlin (Loader and similar) |
| 4451 | 7. McGinnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses) |
| 4901 | 8. Minorferred Machine Operator |
| 5621 | 9. Pipe Bending Machine Operator |
| 5651 | 10. Pipe Cleaning Machine |
| 5651 | 11. Pipe Wrapping Machine |
| 5861 | 12. Power Jumbo Operator (slip form slabs, etc., in tunnels) |
| 6251 | 13. Precasting Machine Operator |
| 6401 | 14. Ross Carrier or similar type |
| 7331 | 15. Small Rubber-tired Trenching Machine |
| 7371 | 16. Small Rubber-tired Trenching Machine (with attachments, including backhoe) |
| 7431 | 17. Small Tractor with Boom |
| 7616 | 18. Surface Heater (self-propelled) |
| 8151 | 19. Small Tractor Operator (over one [1] cu. yd. up to and including two [2] cu. yds. 'struck' m.r.c.) |

### GROUP 7 (29 classifications)

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| 0941 | 1. Bridge Crane |
| 1331 | 2. Chain Hoist (assembly type) |
| 1631 | 3. Concrete conveyor or concrete pump, truck or other equipment mounted (any Assistant shall be an Employee covered by this Agreement) |
| 1721 | 4. Concrete Mixer Operator (paving or batching plant) |
| 1801 | 5. Concrete Pipe Floater Operator, Effective 7/6/81 |
| 2111 | 6. Deck Engineer (Marine) |
| 2471 | 7. Drilling Machine Operator (well or diamond) |
| 2481 | 8. Drilling and Boring Machinery, horizontal and vertical (not to apply to waterliners, wagon drills or jackhammers) (Assistant to Engineer or Mechanic/Welder required) |
| 2471 | 9. Dual Drum Mixers (Assistant to Engineer required) |
| 2561 | 10. Elevating Grader Operator |
| 3101 | 11. Fullerton Pump and similar types |
| 3461 | 12. Heavy Duty Rotary Drill Rigs (such as Quarry Master, Joy Drills or equal) (Assistant to Engineer required) |
| 3671 | 13. Hoist Operator — Two (2) drums |
| 4421 | 14. Lift High-lift (forty [40] feet or similar) |
| 4641 | 15. Mechanical Finisher Operator (asphalt or concrete) |
| 4751 | 16. Mechanising Finisher Operator (asphalt or concrete) |

### GROUP 8 (13 classifications)

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| 1301 | 1. Chief of Party, Effective 7/6/81 |
| 3401 | 2. Heavy Duty Repairman or Welder |
| 4603 | 3. Tractor Operator (bulldozer or tractor-drawn scraper or drag type shovel or boom attach, up to and including D-1 or similar) |

### GROUP 9 (5 classifications)

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| 1301 | 1. Chief of Party, Effective 7/6/81 |
| 3401 | 2. Heavy Duty Repairman or Welder |
| 4603 | 3. Tractor Operator (bulldozer or tractor-drawn scraper or drag type shovel or boom attach, up to and including D-1 or similar) |

### GROUP 10 (11 classifications)

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| 2561 | 1. D-W, 10-20, etc. (tandem scrapers) |
| 2621 | 2. Loader Operator (with six [6] cu. yds. up to and including twelve [12] cu. yds. 'struck' m.r.c.) |
| 3581 | 3. Highline Cableway Operator (Signalman equivalent) |

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**EDITOR'S NOTE:** The information contained on these pages is provided so that those covered by this agreement may have a working copy of the major changes until contract books are printed and distributed. New wage rates for all the classifications are given, along with work rules, etc. No attempt has been made to print every change in the new contract.
GROUP 1 (1 classification)

06/16/81 11/1/81 8/16/82 **11/1/82
$13.70 $13.77

0213 1. Assistant to Engineer (Oiler)

GROUP 2 (4 classifications)

06/16/81 11/1/81 8/16/82 **11/1/82
$14.15 $14.27

1481 1. Compressor Operator

3131 2. Generator, gasoline or diesel driven (100 KW or over) (structural steel or tank erection only)

6311 3. Rodman, Chairman

4863 4. Assistant to Engineer (Tower Crane Oiler)

GROUP 3 (5 classifications)

06/16/81 11/1/81 8/16/82 **11/1/82
$15.38 $15.55

1511 1. Compressors, Generators, and/or Welding Machines (Assistant to Engineer required) (overt six [6] additional Engineers required) (structural steel or tank erection only)

2111 2. Chief Engineer

2981 3. Forklift

3761 4. Instrumentman

7123 5. Signalman (using mechanical equipment)

GROUP 4 (2 classifications)

06/16/81 11/1/81 8/16/82 **11/1/82
$15.92 $16.25

3401 1. Combination Heavy Duty Repairman—Welder

GROUP 5 (9 classifications)

06/16/81 11/1/81 8/16/82 **11/1/82
$16.52 $16.92

0761 1. Dual Purpose A-Frame or Boom Truck

0701 2. Boom Cat

1241 3. Chicago Boom

1301 4. Operating Engineer in lieu of Assistant to Engineer required

5201 1. Operator of diesel or gasoline powered Crane Piledriver (without boiler) up to and including 25 tons (m.r.c.) (Assistant to Engineer required)

5261 2. Operator of diesel or gasoline powered Crane Piledriver (without boiler) over one (1) ton (m.r.c.) (Assistant to Engineer required)

2051 5. Operating Engineers (Crane operators) (over 15 tons m.r.c.) (m.r.c.) (Assistant to Engineer required)

2261 6. Derrickists (two [2] operators required when swing engine remote from hoist)

3116 7. Gantry Rider (similar equipment)

3581 8. Lineal Cableway (Signalman required)

3661 9. Two or more Drums

6881 10. Self-Propelled Boom-type Lifting Device (center mount) (up to and including 25 tons)

7881 11. Tower Cranes Mobile (including rail mounted) (20-ton capacity or less and m.r.c.) (Assistant to Engineer required)

GROUP 6 (11 classifications)

06/16/81 11/1/81 8/16/82 **11/1/82
$17.04 $17.49

1991 1. Cherry Lift, Campbell or similar

1131 2. Certified Chief of Party (Utah only)

1941 3. Overhead Cranes (15 tons m.r.c. or less) (Utah only)

2061 4. Crane Operators and Crane Trucks (over 15 tons m.r.c.) (Assistant to Engineer required)

2251 5. Derrickists (two [2] operators required when swing engine remote from hoist)

3116 6. Gantry Rider (similar equipment)

3581 7. Highline Cableway (Signalman required)

3661 8. Two or more Drums

6881 9. Self-Propelled Boom-type Lifting Device (center mount) (up to and including 25 tons)

7881 10. Tower Cranes Mobile (including rail mounted) (20-ton capacity or less and m.r.c.) (Assistant to Engineer required)

GROUP 7 (1 classification)

06/16/81 11/1/81 8/16/82 **11/1/82
$17.75 $18.29

6861 1. Self-Propelled Boom-type Lifting Device (center mount) (over 25 tons) (Assistant to Engineer Required) (Effective 6/16/80)

GROUP 8 (2 classifications)

06/16/81 11/1/81 8/16/82 **11/1/82
$19.01 $19.09

3491 1. Operator of Helicopter

GROUP 9 (3 classifications)

06/16/81 11/1/81 8/16/82 **11/1/82
$13.13 $13.14

2173 1. Deckhand

5123 2. Fireman

5173 3. Oiler

All of the above are Assistant to Engineer

GROUP 1-A (1 classification)

06/16/81 11/1/81 8/16/82 **11/1/82
$13.54 $13.80

1481 1. Compressor Operator

GROUP 1-B (1 classification)

06/16/81 11/1/81 8/16/82 **11/1/82
$13.79 $13.87

2863 1. Truck Crane Oiler (Assistant to Engineer)

GROUP 2-A (1 classification)

06/16/81 11/1/81 8/16/82 **11/1/82
$13.70 $13.87

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

GROUP 2-B (1 classification)

06/16/81 11/1/81 8/16/82 **11/1/82
$14.44 $14.60

2891 1. Forklift Operator (Effective 6/16/80)

GROUP 2-C (1 classification)

06/16/81 11/1/81 8/16/82 **11/1/82
$14.89 $14.80

0041 1. A-Frames (Effective 6/16/80)

GROUP 2-D (4 classifications)

06/16/81 11/1/81 8/16/82 **11/1/82
$14.87 $15.08

1541 1. Compressor Operator (over 2)

3131 2. Generators

6041 3. Pumps

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

GROUP 3 (4 2 classifications)

06/16/81 11/1/81 8/16/82 **11/1/82
$15.05 $15.28

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

6861 2. Self-Propelled boom-type Lifting Device (center mount) (10-ton capacity or less and m.r.c.) (Assistant to Engineer required)

"Additional nomenclature is subject to jurisdictional determination, and is not operative until a confining letter is received from International Presidents of the Unions.

GROUP 3-A (1 classification)

06/16/81 11/1/81 8/16/82 **11/1/82
$15.57 $15.86

3401 1. Heavy Duty Repairman and/or Welder

GROUP 4 (5 classifications)

06/16/81 11/1/81 8/16/82 **11/1/82
$16.48 $16.60

5201 1. Operator of Piledriving rigs, skid or floating and derrick barges (Assistant to Engineer required)

5231 2. Operator of diesel or gasoline powered Crane Piledriver (without boiler) up to and including one (1) cu. yd. rating (Assistant to Engineer required)

1961 3. Truck Crane Operator (up to and including twenty-five [25] tons) (Hoisting material only) (Assistant to Engineer required)

5351 4. Operating Engineer in lieu of Assistant to Engineer tending boiler or compressor attached to crane piledriver

6891 5. Self-Propelled boom-type Lifting Device (center mount) (up to and including 25 tons)

GROUP 5 (5 classifications)

2891 1. Forklift Operator (Effective 6/16/80)

5271 1. Operator of diesel or gasoline powered Crane Piledriver (without boiler) over one (1) cu. yd. rating (Assistant to Engineer required)

5231 2. Operator of diesel or gasoline powered Crane Piledriver (without boiler) up to and including one (1) cu. yd. rating (Assistant to Engineer required)

1961 3. Truck Crane Operator (up to and including twenty-five [25] tons) (Hoisting material only) (Assistant to Engineer required)

5351 4. Operating Engineer in lieu of Assistant to Engineer tending boiler or compressor attached to crane piledriver

6891 5. Self-Propelled boom-type Lifting Device (center mount) (up to and including 25 tons)

GROUP 6 (5 classifications)

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

GROUP 7 (5 classifications)

06/16/81 11/1/81 8/16/82 **11/1/82
$16.44 $16.83

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

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

5321 3. Operator of steam powered crawler, or Universal type driver (Raymond or similar type) (Assistant to Engineer required)
i. Hourly wage rates (excluding fringe benefits) set forth in this Agreement shall further provide, should such public job or project continue beyond the expiration of this Agreement, the fringe benefits then applicable shall be continued as set forth in this Agreement and any amendment or amendments thereto, which shall be applied to and accrue to the benefit of all the Employees employed by such public job or project.

01.02.00 ADMINISTRATIVE PROVISIONS

01.02.01 Records and Requests. Each Individual Employer shall, at all times, make available to the Union any and all payroll records, including but not limited to all payroll records maintained by or on behalf of the Individual Employer or its subsidiaries, which pertain to the payment of wages and fringe benefits to any Employee of the Individual Employer.

01.02.02 The provisions of this Section 01.02.00 shall apply to all jobs or projects covered by the Agreement, and any amendment or amendments thereto, which shall be applied to and accrue to the benefit of all the Employees employed by such public job or project.

02.00.00 Work Preservation

02.00.01 In the event of a specific dispute regarding time, or wages or fringe benefits, the parties shall have the right to submit the dispute to the Federal Mediation and Conciliation Service for mediation and/or mediation-arbitration. The mediation-arbitration process shall be conducted in accordance with the terms and conditions of the mediation-arbitration agreement.

03.00.00 Provision for Honoring Deferred Wage and Fringe Benefit Payments

03.00.01 In the event of a specific dispute regarding time, or wages or fringe benefits, the parties shall have the right to submit the dispute to the Federal Mediation and Conciliation Service for mediation and/or mediation-arbitration. The mediation-arbitration process shall be conducted in accordance with the terms and conditions of the mediation-arbitration agreement.

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05.00.00 WORK PRESERVATION

05.00.01 *Definiton of Subcontractor. A subcontractor is defined as any person (other than an Employee covered by this Agreement) who shall be employed on or off the public job or project for the specific purpose of performing any work assigned to the Individual Employer or to the Individual Employer's on-site work force.

05.00.02 *On-Site Work. With respect to on-site work covered by this Agreement, the provisions of this Agreement shall apply to any subcontractor who shall be employed by the Individual Employer on the public job or project.

05.00.03 *If an Individual Employer shall subcontract on-site work as herein defined, such subcontractor shall not be entitled to the terms and provisions of this Agreement (including Section 12.00.00) but shall be entitled to the terms and provisions of the subcontract entered into subsequent to this Agreement and any amendment or amendments thereto, which shall be applied to and accrue to the benefit of all the Employees employed by such public job or project.

05.00.04 *Subcontractor. A subcontractor shall be defined as any person (other than an Employee covered by this Agreement) who shall be employed on or off the public job or project for the specific purpose of performing any work assigned to the Individual Employer or to the Individual Employer's on-site work force.

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05.00.06 *The Individual Employer shall give a list of subcontractors who will perform unit work under this Agreement as set forth in Section 02.06.01. Notice at a public job or project shall not be applicable if the subcontractor of the Individual Employer shall furnish to the Individual Employer a written notice prior to the commencement of work by the subcontractor that the Individual Employer will pay the required twenty-four (24) hour notice and is subsequently found to be in violation, the Individual Employer's liability for lost time shall not exceed the terms and conditions of employment of all Employees covered by this Agreement to the maximum extent allowed by law.

05.00.07 *If an Individual Employer shall subcontract on-site work as herein defined, such subcontractor shall not be entitled to the terms and provisions of this Agreement (including Section 12.00.00) but shall be entitled to the terms and provisions of the subcontract entered into subsequent to this Agreement and any amendment or amendments thereto, which shall be applied to and accrue to the benefit of all the Employees employed by such public job or project.

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

06.00 WORKING RULES

06.15.00 Meal Period. There shall be a regularly scheduled meal period. The meal period shall be one-half (1/2) hour and shall be scheduled to begin not more than one hour after the start of each shift and completed not less than one hour after the mid-point of the regularly scheduled hours of work for each shift. Once the starting time of said meal period is established, it shall be changed except by mutual written consent of the Employer and the Union. If an Employee is required to work through said meal period, he shall be paid for said meal period at the same rate applicable on that date and shall be afforded an opportunity to eat on the Individual Employer’s time as soon as possible. Return to his original classification of work Heavy Duty Repairmen and Servicemen may be different from that established for other classifications. It is further provided that an Employee working more than four (4) hours overtime shall be entitled to an additional meal period.

06.16.02 Asphalt Paving and Oiling. In the event asphalt paving and oiling work has started and is in progress. Jobs awarded on or after 7/1/81 shall be covered by the Operating Engineers Joint Apprenticeship Committee if an Employee is required to work through such meal period, he shall be paid for said meal period at the same rate applicable on that date and shall be afforded an opportunity to eat on the Individual Employer’s time as soon as possible. Return to his original classification of work Heavy Duty Repairmen and Servicemen may be different from that established for other classifications. It is further provided that an Employee working more than four (4) hours overtime shall be entitled to an additional meal period.

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The relationship between unions and pension funds

By and large, Pension Plans are products of organized Labor. They were created by Unions to ensure that their members would be financially rewarded at retirement for their long and dedicated service in a trade. Over the years, many Pension Plans were changed and liberalized providing larger and better benefits. Because of their close association with their creators, the Union, and related publicity, some people began to see the two as synonymous with one another—including Union members. It would appear that a person earns a pension by simply being a Union member and this is not the case at all. Each Pension Plan has set rules for earning entitlement to retirement benefits and similarly each Plan has set rules for forfeiting limited Pension credits.

The Union bargains with employers for the members that it represents. Through collective bargaining an agreement is reached. The Agreement or Contract spells out such items as working conditions, safety standards, wages, fringe benefits and so forth. A typical Agreement might call for a set dollar and cents per hour contribution to be made to the Pension Plan for each hour worked under that Agreement. This is how the Pension Plan will operate—on the contributions made from contributing employers for work performed by their employees under the Union Contract.

A union workers builds his individual Pension Credit by working under the Contract. The Pension Plan will spell out how much work or credit is necessary in order to qualify for retirement benefits. When a member works enough to qualify for retirement benefits he is Vested. Once a worker is Vested in a Pension Plan he can not lose his entitlement to a Pension under the Plan. Members become Vested only by working under the Contract negotiated by the Union and not simply by being a Union member.

Some Union members may forfeit their Pension Credit by not working a specified minimum amount under the Union Contract. This is called a break-in-service. It means that non-Vested members cannot lose their right to retirement benefits. Non-Vested members can only forfeit their credits if they remain away from work under the Contract for a period of time that is longer than the amount of time he has worked under the Contract. For example, if a member had worked four years under the Contract, he does not lose credit until he is away four years; if he had seven years, he would forfeit at seven years away.

This is a liberalization of the break-in-service rule in effect until 1976 only requiring a break in work under the Contract for a period of three years.

Unions and their Pension Plans are related but remain exclusive of one another. Although they operate independently the Pension Plan is dependent on the Union for funds. The Union provides labor representation and collective bargaining. Only through that process comes a Pension Plan and only through work under a labor agreement comes retirement benefits.

At the same time, it places an obligation on all Operating Engineers to file a Designation of Beneficiary Card or rename the Beneficiary whenever it is appropriate. The Pension and Health & Welfare Plans provide that any benefits payable in the event of the Operating Engineer’s death must be made to the most recent Designated Beneficiary. You have the right to name anyone you want as Beneficiary and to change your Beneficiary at any time. You may also name contingent Beneficiaries—some to receive benefits if your Designated Beneficiary is also deceased.

Beneficiary Cards are always available from your District Office, the Fringe Benefit Center and the Trust Fund Office. They come with a pre-addressed envelope for your convenience and they are filed with Local 3. Please do not fold or staple the card because it is used to enter your beneficiary onto our computer.

Do you remember filing your Designation of Beneficiary Card? Are you absolutely certain who you named as Beneficiary? Is your marital status the same now as when you last filed a Designation of Beneficiary Card?

If you answered no to any of these questions, you will certainly want to file a new Card and eliminate any doubts about your Designated Beneficiary.

Fringe Benefits Forum

By Art Garafalo, Fringe Benefits Director

FRINGE BENEFIT CENTER NOTE: Last month in our explanation of Death Benefits we made a typographical error on the age. Husband and Wife Pension is payable to qualified Operating Engineers after age 55 not 50. Pre-Retirement Death Benefits are payable on Vested Operating Engineers prior to age 55.

We have talked about Beneficiary Cards over and over again, but it never seems to be enough. Imagine this kind of a situation. A 40 year old Operating Engineer suddenly dies in an unfortunate accident. He leaves behind a wife and a couple of minor children. He also leaves some $40,000 in Pre-Retirement Death Benefits, $4,000 Health and Welfare Life Insurance, $2,000 Accidental Death and $2,000 Burial Benefit. All of the money is payable to his Designated Beneficiary—an ex-wife—because he never bothered to file a new Beneficiary Card with us.

Here’s another one. An Operating Engineer dies leaving almost $393,000 in Pension Benefits and no Beneficiary Card on file. Three people claimed entitlement to the money and so the case had to be decided in court. Two people lost out altogether and the eventual Beneficiary only received about two thirds of money—her attorney got the rest.

If these stories scare you a little, they are meant to; they are real. Hardly a month goes by when there isn’t one Death Benefit claim under dispute because an Operating Engineer failed to file a Beneficiary Card or did not rename a Beneficiary when his marital status changed.

The whole concept of designating a Beneficiary was established to allow Operating Engineers to name the person(s) who were to receive all benefits payable in the event of their death. Naming a Beneficiary avoids the need for court probate. It eliminates delays in making Death Benefit payments to the Beneficiary at a time when money is probably needed the most.

At the same time, it places an obligation on all Operating Engineers to file a Designation of Beneficiary Card or rename the Beneficiary whenever it is appropriate. The Pension and Health & Welfare Plans provide that any benefits payable in the event of the Operating Engineer’s death must be made to the most recent Designated Beneficiary. You have the right to name anyone you want as Beneficiary and to change your Beneficiary at any time. You may also name contingent Beneficiaries—some to receive benefits if your Designated Beneficiary is also deceased.

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If you answered no to any of these questions, you will certainly want to file a new Card and eliminate any doubts about your Designated Beneficiary.
A first hand look at causes of recent crane collapse

Recently, I reported briefly on a crane accident that occurred in San Jose. Here is the following is a report of the investigation that Crane Representative Bill Dorresteyn and I conducted.

Safety problem regarding citation given employees of a crane operator. The citation was based on OSHA regulations that require a crane operator to be present during any crane operation. The operator was cited for failing to provide a crane operator for the affected crane operation.

As you can see, this is not an isolated case. The next time you see a crane in operation, be sure to check if the operator is present. If not, you may be violating safety regulations.
Two sections of the California State Labor Code concern Apprenticeship Programs have lain dormant for many years.

An excerpt from one Section concerns non-subscribing public works employers. An employer who has not declared his intent to be a subscriber to the Surveyors Training Fund is subject to the provisions of the Code Section has never before been imposed for failure to make contributions to a Training Fund.

In California there are virtually thousands of counties, cities, districts, authorities, agencies, assessment districts, improvement districts, etc., etc., each with its own Retirement Board or its equivalent (Labor Code Section 1777.7(a) (2) and (c)). The Division of Labor Standards Enforcement is proposing changes in the Unemployment Insurance and the Unemployment Compensation Code that will have an adverse effect of pitting younger workers against older workers, in a growing unemployment line.

Experience of the Staff has been that there appears to be a general reluctance on the part of non-subscribing employers to pay their share of training a workforce of unskilled workers. The effect of this will be to waste in unskilled jobs, and the potential productivity of the work force.

Organizing
Organizing is without question the most important work of the labor movement. It is absolutely necessary if the continued growth and success of any labor union. Organizing efforts in today's real world is extremely competitive. Employers, as we have mentioned in previous articles are spending in excess of $300 million dollars a year on the so-called "union busting" efforts of their returned dollars. The following is a breakdown by Classification of the wage rates:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$5.81</td>
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<td>Magnetic Particle Tech Level I</td>
<td>8.42</td>
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<td>Penetrometer Tech Level I</td>
<td>9.00</td>
</tr>
<tr>
<td>Radiographic Tech Level I</td>
<td>9.81</td>
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<tr>
<td>Eddy Current Tech Level I</td>
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<tr>
<td>Ultrasonic Tech Level I</td>
<td>9.81</td>
</tr>
<tr>
<td>Penetrometer Tech Level II</td>
<td>9.95</td>
</tr>
<tr>
<td>Radiographic Tech Level II</td>
<td>10.39</td>
</tr>
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<td>10.39</td>
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</tr>
</tbody>
</table>

The work load through April of this year is much the same as it was in 1980 in spite of the housing slump. The majority of state funding and testing work has been in heavy construction, and in commercial work. If the interest rates drop and the housing industry took off, we would be hard pressed to find enough people to fill the jobs!!!

Unemployment Insurance and Social Security
Currently, at a time when over seven million Americans are actively looking for work, the Reagan Administration is proposing changes in the Unemployment Insurance and the State Social Security Programs, that without question, will have an adverse effect of pitting younger unemployed workers against older unemployed workers in a growing unemployment line.

As you know, Reagan has proposed to REDUCE the retirement age of one million dollars a year on the so-called "union busting" efforts of their returned dollars. The following is a breakdown by Classification of the wage rates:

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<td>10.39</td>
</tr>
<tr>
<td>Eddy Current Tech Level II</td>
<td>10.39</td>
</tr>
<tr>
<td>Ultrasonic Tech Level II</td>
<td>10.88</td>
</tr>
</tbody>
</table>

The newly created Unemployment Office under the new Social Security Administration is proposing changes in the Unemployment Insurance and the Unemployment Compensation Code that will have an adverse effect of pitting younger workers against older workers, in a growing unemployment line.

The existing Office of Employment Opportunity under the existing Social Security Administration will not compete for any job and will be hired over less-experienced workers. The effect of this approach is obvious. The valuable talents of SKILLED WORKERS will be wasted in unskilled jobs, and the potential contributions of young inexperienced workers is lost. Raising the retirement age under Social Security will result in many older workers being forced to remain working. The effect of this is obvious, this will reduce the number of jobs available for younger workers who are seeking these positions. The impact of Reagan's proposal on society will be the tragic costs of youth unemployment, crime, drug and liquor abuse. Labor economists foresee the already high levels of youth unemployment will increase.

Testing and Inspection
The Cost of Living adjustments for Testing Engineers NDT and Trans-World Lab are effective 6/1/81. The following is a breakdown by Classification of the wage rates:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum</td>
<td>$5.81</td>
</tr>
<tr>
<td>Maximum</td>
<td>$6.86</td>
</tr>
<tr>
<td>Magnetic Particle Tech Level I</td>
<td>8.42</td>
</tr>
<tr>
<td>Penetrometer Tech Level I</td>
<td>9.00</td>
</tr>
<tr>
<td>Radiographic Tech Level I</td>
<td>9.81</td>
</tr>
<tr>
<td>Eddy Current Tech Level I</td>
<td>9.81</td>
</tr>
<tr>
<td>Ultrasonic Tech Level I</td>
<td>9.81</td>
</tr>
<tr>
<td>Penetrometer Tech Level II</td>
<td>9.95</td>
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<tr>
<td>Radiographic Tech Level II</td>
<td>10.39</td>
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<tr>
<td>Eddy Current Tech Level II</td>
<td>10.39</td>
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<td>Ultrasonic Tech Level II</td>
<td>10.88</td>
</tr>
</tbody>
</table>

The work for inspectors is still going strong with new people being hired weekly. There are openings for Soils Technicians, Steel Inspectors, NDE Inspectors, and Construction Inspectors. Qualified Inspectors out of work are hard to find!!!

We would like to report that Exploration Drilling Services from Bethel Island has signed a contract with Local #3. They do exploration drilling in Northern California and Nevada.
Small hydro-electric plants on the upswing in Fresno

The water out of the Sierra Nevada cast of Fresno could be generating more than three times the electricity it now produces by large hydro-electric power plants. But proposed for the area are developed, reports District Representative Cliff Swann, is a chunk of nearly a quarter-century, hydro-electric construction is on the upswing. "And in a small way it is easy to an expensive dependence on foreign oil and California's rapid growth. Part of this 'new era in hydro' is being powered by progressively higher and environmental concerns about nuclear and coal fired generating plants. Sites that were once dismissed as impractical are sought vigorously.

In the San Joaquin River drain- age system, for example. proposed generating projects could increase the existing capacity from around 732 megawatts to around 1,500 megawatts, possibly more. The Kings River, for example, a nearly four-fold increase could take place. led by PG&E's Hydroelectric Projects, construction is being conducted by Granite, Ball, Groves, (JV) and Wismer-Becker and should be in place by the next year.

There are possibly more, new dams on the drawing boards. Some of the additional electric power will be used to run improvements to powerhouses and penstock. Much of the new power will come from small hydro-electric projects such as PG&E's Kernickoff project under construction by the American Paving Company, and the Balch Camp and Rock Reservoir. The existing facilities now have a capability of almost 732 megawatts.

A contract for the construction of a 160-acre industrial park will be awarded June 15th by the Kern County Council. City Administrator-Engineer Cliff Swann said eight bids have been received and are being evaluated. The apparent low bidder is the American Paving Company which submitted a bid of $93,111. The bids ranged to $103,574.

Work is scheduled to start about mid-July and take about six months to complete. The City of Kerman owns 160 acres, 22 acres are owned by private parties. The 160 acres is part of 360 acres zoned for industry. Installation of sewer and water lines to serve the 160 acres opens the route for development, Swann said. The property is at Madera and Church Avenues. In addition to the sewer and water lines the work will include street paving, storm drains and curbs and gutters.

Fresno will go to the California Supreme Court in a last-ditch legal effort to force the state to complete 3 freeways that the City sought more than 20 years ago.

The 3rd District Court of Appeal in Sacramento affirmed a lower court ruling that neither the State Department of Transportation nor the California Transportation Commission is obliged to build freeways along State Routes 168 and 180 or to complete the Route 41 North of Ball Avenue.

The City announced recently it would appeal the decision.

The lawsuit first filed in Fresno County Superior Court in 1976 is based on competing freeway agreements that it signed with the State. Representatives from two agencies pushing for the Granite Hydro-electric Project will speak at a town hall meeting the end of June.

The speakers will be from the upper San Joaquin River Water and Power Authority, a coalition of 13 water districts, and Southern California Edison, which may buy up to 75 percent of the power generated.

The Director of Terra Bella Irrigation and Authority Member, said the project still is in its licensing stage.

The proposal calls for diversion of water from the Kings River near Iron Creek into tunnels to power plants at dams in Jackass and Chiquita Creek Canyons.

One hundred eighty members at Stuart Radiator Company are on strike, after rejecting the Company's last offer. The offer gave less money than they perceived in their last contract. The strike began June 4th. The State Mediation Service was contacted by the Union to participate in future meetings.

Negotiations continue at: Madera County, City of Corcoran, Kovek Equipment Co., Grafis Inc., and will start soon at Edward R. Bacon Co. Hopefully, some contracts will be ratified as of this printing.

Working for Kawash Construction on the small hydro-electric power plant near Merced are 35-year member Jay Morse, operating a Linkbelt 218, and oiler Hank Sharp, who has been a member of Local 817 years.

Currently under construction and due for completion this October is Turlock Irrigation District's small hydro-electric power plant on the Merced Canal, Contrasted out to Kawash Construction at a cost of $2.8 million, the facility will generate 2.8 megawatts.

The work in the Redding District has lagged this work year" reports District Representative Ken Green, "but we know this will be our year. We had heard the outcome in the November 4, 1990, Presidential election. President Reagan is carrying out the same type of policies as President as he did when he was Governor of the State of California.

There has been a few small projects started but nothing more like the California Parks and most are from local contractors who call their old hands back to work. Simple-Baker and Associates are working in Redding area, Eu-reka and Santa Rosa area and in Marin County- also finishing a job in Arizona. Now that is what you call spreading it around.

There have been some Local contractors who have gone out of business in the past year and there are local jobs that are no longer here. The economic picture does not look good for this year. "There are some small jobs to bid yet but with all the jobs I know of there may be 20 Brothers who will go to work and the other 160 Brothers on the "Out of Work" list will not go to work this year unless they are willing to travel," Green commented.

C&C Construction in Redding is working in Cornings and Willows and so far this year are doing quite well in the Underground work. Cal-Ore Constructors have three small crews working around the area but nothing like they had in past years. Tullis and Bell have been quite busy this year and so far have kept their crews busy.

Granite Construction should start on their over-lay soon near the Oregon Line—this is usually the area Bob O'Hair used to work and since he has gone out of business

ness the over-lays are tip for grabs in the north end of the state.

I have had many inquiries on the Cottonwood Creek Projects from both the News media and from members," Green reports. "As I see the problem with the Pe- ninsula Canal - I do not expect to see the construction of the Twin Dam Project in the next 10 years. After all, the State seems to be drawing off water from Oregon will the Bill contacts in Sacramento and Washington, D.C., get off their duftses and authorize and build some type of water storage for the Los Angeles Basin."

Annual Barbecue

The 9th Annual Voice of the Engineers barbecue will be held again this year at Anderson River Park in Ar- derson on August 29, 1981. Each year we try to make some improvements in our portable rotisserie barbecue. This year the V.O.E. or- ganization spent many weeks ends prefacing an electric winch and boom. After many hours of cutting, grinding we have a finished product that is second to none.

We had an opportunity to try the new electric boom out on a fund raiser for Gene Totten who will be running for Sheriff next June and we are very happy with the operation of the rig.

If any brother wishes a ticket to our annual Barbecue they are available from the Dispatch office by calling 241-0136 and we will be more than happy to make arrange- ments for their delivery.
FOR SALE: 100 6TRI 48S rebuilding engines, mag & new post burn. 23 gage $12,500 or best offer. Address all ads to Engineers Swap Shop, 200 F Street, Salinas, CA 93901. Paul E. Hesalroad, RO. Box 22905, Honolulu, Hawaii — 96813. Reg. #0268131. 7/81.

FOR SALE: 2 BEDROOM, north end house, all wood frame. Shows well. $11,000 or offer. Address all ads to Engineers Swap Shop, 200 F Street, Salinas, CA 93901. Daniel Jones, 2641 Shasta Street, Santa Rosa, 707/542-8309. Reg. #1451787. 3/81.

FOR SALE: 8 1/2 ACRES in Bonanza, Nev. 30 ft. from Boro. $20,000 cash or best offer. Address all ads to Engineers Swap Shop, 200 F Street, Salinas, CA 93901. N. B. Wrana, 8743 Pinnacles Drive, Salinas, CA 93940. Reg. #0312938. 5/81.

FOR SALE: 40 AC. Trinity Co. Ca. Heavy brush, very scenic views; all util. hooked up. Approx. $3,000. Call to see and will license at 10% of Fred. Carrier, 2234 College Avenue, Chico, CA 95926. Ph. 707/244-6945. Reg. #0703103. 10/81.

FOR SALE: JOHN DEERE 310 BACKHOE $425 944'60, 280 hours. All complete. 90 days warranty, good running order. Address all ads to Engineers Swap Shop, 200 F Street, Salinas, CA 93901. C. O. Box 107, 67 Southridge Wy, Daly City, Ca. 94014. 415/333-9006. Reg. #0000310. 6/81.

FOR SALE: WATER TAKEOFFS 8525 & pump 850 ex for 10 kw generator. Willing to trade for living bunks for 1974 Eaton Hendrickson tractor or any other WA equipment. Address all ads to Engineers Swap Shop, 200 F Street, Salinas, CA 93901. 5/81.

FOR SALE: TRUCK TIRE S 8.50 R 20, 9.00 x 20, 10.00 x 20, 11.00 x 20. 12.00 x 20. All are complete, run good, priced right. Also for sale are 11.00 x 20 used tires. Address all ads to Engineers Swap Shop, 200 F Street, Salinas, CA 93901. 415/325-9026. Reg. #1451787. 3/81.

FOR SALE: USED STEAM CLEANER, 1970 Morgan Type Model 1002. In excellent condition. We also have a complete, 4 sets and other parts. Address all ads to Engineers Swap Shop, 200 F Street, Salinas, CA 93901. 415/347-0068. Reg. #0713961. 6/81.

FOR SALE: HUSTLER MOWER 97 3/4 HP 72" deck, 5500 hrs. $1000 or best offer. Address all ads to Engineers Swap Shop, 200 F Street, Salinas, CA 93901. 415/347-0068. Reg. #0713961. 6/81.

FOR SALE: HUSQVARNA 130 3/4 HP 26" coupe NEW $495. Address all ads to Engineers Swap Shop, 200 F Street, Salinas, CA 93901. 415/347-0068. Reg. #0713961. 6/81.

FOR SALE: COMBINE 40, remote control $1,000 32, who was killed in a motorcycle accident on June 3, 1981. Raymond Layton 2-3 T roller rebilt eng. $6,500. AC Sacramento: We would like to extend our sincere sympathies to his family and friends of the following deceased:}

**DEPARTED BROTHERS**

- **For Sale:** $12,900 B/D MOBILE HOME 678-15 tire for '67 Buick Riviera. One 22 cu. ft. garage, workshop, pool, washer/dryer, air, complete. Copyright © 2023, Oracle Corporation. Address all ads to Engineers Swap Shop, 200 F Street, Salinas, CA 93901. 415/333-9006. Reg. #0312938. 5/81.


- **WANTED:** DESCRIPTION & PRICES of exhaust systems, 4000 gvw. 50 ft. box. Runs gd. $1,500 or best offer. Address all ads to Engineers Swap Shop, 200 F Street, Salinas, CA 93901. 7/81.

- **FOR SALE: 300 GAL. GILLICK oil truck $1,500 3050. We are happy to report that Brother Oren Center is back in business. We are also sorry to report the death of Brother Henry Rayovod, 32, who was killed in a motorcycle accident on June 3, 1981. Travis was employed by Toechter Construction. Our heartfelt sympathy is extended to his family and friends of the following deceased:

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DUES SCHEDULE

FOR PERIOD 10/1/81—9/30/82

| Local 3 | $144 | (Per Qtr.) |
| Local 3A | $141 | (Per Qtr.) |
| Local 3B | $144 | (Per Qtr.) |
| Local 3C | $144 | (Per Qtr.) |
| Local 3E | $141 | (Per Qtr.) |
| Local 3R | $141 | (Per Qtr.) |
| Local 3D | $141 | (Per Qtr.) |

*Variable by Unit* Retirees

$51 | (Per Qtr.)

Due to the variation in the wage structures of the 3D and Industrial Units, the members will be notified of applicable dues for their respective units.

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More from Mayfield

(Continued from Page 5)

The dues rate changes published below apply to ALL MEMBERS paying dues for the October 1, 1981—September 30, 1982 period.

Article VI of the Local Union By-Laws provides for an automatic increase in dues of fifty cents ($0.50) per month for each One Dollar ($1.00) per month increase in the total wage package of the top four classifications in the Master Agreement or Unit Agreement unless a temporary suspension of all or part of the amount is approved by the Membership at the July Semi-Annual General Membership Meeting.

The membership at the Semi-Annual Meeting held on July 11, 1981, acting on the recommendation of the Executive Board, voted to temporarily suspend the automatic dues increase due on October 1, 1981, and all prior temporary suspended dues increases due in the exception of Eight Dollars ($8.00) for Local 3, 3-A, 3-B, 3-C, 3-E, and 3-R. All increases in dues were temporarily suspended for all members who were retired.

Due to the differences in the wage structure and effective dates of the increases of 3-D and Industrial Units, the amount of automatic dues increases and temporarily suspended dues increases varies from unit to unit and the members will be notified of the amount applicable to their respective units.

Billings reflecting the new rates have been mailed and should be returned with your payment to assure proper application.

Members who wish to pay their dues by the year and receive year cards and year buttons may do so by paying for the four (4) quarter period October 1st through September 30th of the following year. This offer ends September 30th of this current year.

Members participating in the Credit Union can authorize the Credit Union to pay their annual dues on September 15th of each year by signing an authorization agreement. The Credit Union authorization forms obtainable from the Credit Union or your Business Representative.