LIFE IN A TOWER CRANE: FEATURE ON PG. 6



VOL. 32, NO. 7

SAN FRANCISCO, CA

JULY 1981

IMPORTANT NOTICE

Please turn to the back page for notice regarding dues increase approved by membership at the July Semi-annual Mtg., as well as updated schedule showing new dues rates.

Utah members approve new Master Agreement

Members of the Utah District have overwhelmingly ratified a new threeyear Utah Master Construction Agreement that provides for a \$6.10 across-the-board, guaranteed wage and fringe increase over the next three years.

"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 key language dealing with subcontractors, owner operators and the auditing of firms delinquent in the payment of their fringe benefits.'

Members who, depending upon their group classification were earning \$10.83 to \$16.56 under the old agreement, received a straight wage increase of \$1.40 as of July 6. Effective July 1, an additional 25 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 an hour going into health and welfare. into pensioned health and welfare, \$2.00 into the pension, 17¢ into affirmative action and \$1.32 into the vaca-

tion and holiday pay plan.

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

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

• Steel erection and piledriving 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-

(Continued on Back Page)

Gas tax bill delay in committee

After clearing the Assembly Transportation Committee, Senator Foran's SB 215 gas tax bill was left dangling in the "unfinished business pile" of the Ways and Means Committee this month, where it will remain until the Legislature reconvenes August 10.

The bill is making steady and encouraging progress through the Legislature," commented Local 3 Business Manager Dale Marr, "but there is still a core of opposition that we must overcome if we are to be successful in getting this vital piece of legislation onto the Governor's desk.'

Before clearing the Transportation Committee June 23, the bill was amended extensively to obtain bipartisan support. The measure was sent on to the Ways and Means Committee on a 7-3 vote after being modified to incorporate key elements of a rival Republican transportation finance package.

Authored by Assemblyman Charles Imbrecht of Ventura, the rival measure differed from Foran's primarily in that it would force local officials to share the political heat for raising taxes. Under his proposal, the gas tax increase passed by the state would take effect in localities only after approval by county supervisors. Funds raised by the gas tax hike would be earmarked for local streets and roads.

Foran's amended bill will provide approximately \$3 billion in additional revenues to fund state highways and local streets and roads over the next five years.

As amended, SB 215 would raise the state's 7-cent gas tax by 2 cents a

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Mayfield to serve as Assistant **Business Manager**

By James Earp Managing Editor

Local 3 Business Manager Dale Marr announced this month that Vice President Robert Mayfield has been appointed to serve as Assistant Business Manager of the local union.

In making the announcement, Marr stated: "The Executive Board has given its unanimous approval of my recommedation that Bob Mayfield serve in this vital and im-portant capacity. He will continue to serve as the Vice President of Local 3, but will now have the added responsibility of assisting me in many of the decisions affecting the union." Marr noted that today's political and business climate has increased

the demands of managing a local union and that "many administrative responsibilities must now be shared with those who have the background, experience and dedication to serve effectively for the good and the welfare of the members.'

Marr observed that, as his special assistant, Bob Mayfield will play an important role in the union's current efforts to curb the effects of inflation on union administration.

"We have found that inflation, some government regulations and increasingly militant employer groups are taking a heavy toll on the costs of running a union," Marr explained. "We are leaving no stone unturned in our current efforts to analyze-and where possible-cut back on every cost item while maintaining the essential services that have made Local 3 the finest union in the International.

"I have total confidence in May-

(Continued on Back Page)

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 De Vader, 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, Lyle 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 La Salle.

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

(Continued on Page 2)



Business Manager Dale Marr presents scholarship award to first place winner Linda Sue DeVader. Also present at the meeting to receive their awards were runners-up Denise Frechou and Craig LaSalle.



LOOKING AT LABOR



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

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Engineers News is published monthly by Local Union No. 3 of the International Union of Operating Engineers, 474 Valencia Street, San Francisco, CA 94103. It is sent free to the approximately 35,000 Local 3 members in good standing throughout the union's jurisdiction (N. California, N. Nevada, Utah, Hawall, Guam). Subscription price \$30 per year. Second Class postage paid at San Francisco, CA.

(USPS 176-560)

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 not. And the cause for this sad state of affairs should also be easy to recognize: a presidential administration that is committed to sky high interest rates and deep slashes into public works 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 and onto the public dole.

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:

• 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 funding. The Senate Labor Subcommittee—now controlled by Republicans—has recently held hearings on the prevailing wage law during which all but one of the witnesses testified for repeal or serious modifications of the law.

Meanwhile, the Senate Armed Services Committee voted just last month to exempt federal military construction contracts from coverage under the Davis Bacon Act. If this measure is approved, it would apply to billions of dollars in defense construction projects, including the proposed MX Missile project in Utah and Nevada. The Federal Highway Administration has thrown in its own lick against Davis-Bacon by ruling that all repair and reconstruction work on highways does not come under Davis-Bacon.

And to top it off, the Labor Department is scheduled this month to deliver to Reagan its recommendations for a major overhaul of the Law's administrative regulations. The proposals were temporarily delayed this month so that the Office of Management and Budget could finish preparing its own 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 blatant political affort to not only stop any future safety and health standards, but to dismantle those protective standards already in existence. Basically, this method of determining safety standards pits "lives versus dollars." The obvious question is, how much is a human life worth and at what point do we allow an employer to slack off on job safety for the sake of making a few extra bucks?

Fortunately for us, the Supreme Court in a ruling last month indicated that it does not go for pitting lives versus dollars. In the court case, an OSHA rule which requires the textile industry to purchase safer machinery was challenged by the manufacturers, who said it would cost them more than the resulting improvement in worker health would be worth. They asked the court to order OSHA to weigh benefits against cost before adapting this or any other regulation. But the court wisely rejected this plea. There is nothing in the Occupational Safety and Health Act, the justices ruled, that requires the Agency to do a cost-benefit analysis before deciding proper levels of worker safety.

While we applaud the court for choosing the correct course, there is still one nagging problem. Congress can get around this ruling by changing the law—and that, of course, is what Reagan would like to do.

 Cuts in Social Security—The Reagan proposals for cuts in Social Security have so far met with stiff opposition from the public which has slowed Congressional approval. Under Reagan's plan, those who would suffer most are people who choose early retirement at age 62. According to a Bureau of Labor Statistics report, 70% of those who take early retirement are forced to do so because of health reasons. We could expect an even greater number to be in this category if the OSHA law is weakened. The proposed cuts would affect disabled workers as well as all future retirees. If enacted, these cuts would seriously shatter the hopes and expectations of millions of workers.

• Tax cuts—truly a scheme for the wealthy, Reagan's tax cut scheme would give a major portion of the tax cuts to those earning \$50,000 or more a year. Presumably Reagan subscribes to the "trickle down theory" that those who are wealthy will—by their generous nature and initiative—benefit the rest of America by spreading their additional wealth around to working men and women.

I don't know about you, but I have always been of the opinion that our nation's laws should do the most good for the greatest number. I don't see that vision in Reagan's administration. There is an obvious and blatant move to give wealthy Americans and the corporations they own even more, and to make it even more difficult for working men and women to earn a decent wage or work in a safe environment.

Unfortunately, a goodly number of trade union members helped vote our new leader into office and now after only a few short months he is already biting the hands that fed him. And just think—we have at least three and a half more years of this to go.

Semi-annual Meeting held

(Continued from Page 1)

is the Reagan economic program, which is throwing thousands of building and construction tradesmen out of work. The warnings we sounded before the November election are now coming to roost, Marr stressed.

Under the President's direction, Congress is giving its approval to legislation that calls for cuts in a wide range of government construction programs in the current fiscal year amounting to billions of dollars, and even greater cuts on programs in the next fiscal year.

Noting the persistently high interest rates, Marr conceded that "housing is in a severe slump and we are very concerned."

In addition to the economic problems, he warned the members that the Reagan administration is taking sweeping measures to completely overhaul the federal Davis-Bacon Act which protects the wages of union workers on federally funded construction projects. Under proposals submitted by Labor Secretary Raymond Donovan, contractors would no longer have to file certi-

fied payrolls.

Without the ability to examine certified payrolls, government officials and union representatives are almost powerless in enforcing the Davis-Bacon provision, Marr stressed.

"The fact remains that state prevailing wage laws still supercede the federal law in those states that have them," Marr continued. "So we still have some protection throughout most of our union."

However, Utah lost its prevailing wage law this spring "and in that state, some jobs are now going out at minimum wage," Marr stated.

Although the job outlook is grim over the short haul, there is a huge backlog of construction work ready to go once the interest rates let up, Marr added. He told the members that the Peripheral Canal would "without a doubt" be placed on the ballot this No-

"I will admit frankly that it is in our own selfish interest to get out and support this project," he declared. With the majority of Southern California apparently in favor of the canal, the chances are very good that this project along with billions of dollars in related water development will be a reality in the near future.

In responding to a question from a member, Marr reported that 62% of all the work on the Peripheral Canal and related projects would be operating engineers' work.

Marr also reported that resolution had recently been submitted to the union dealing with service pensions, which could not be entertained by the Executive Board because it was not covered by the Local Union Bylaws.

"Several years ago you may recall that we put on a full round of meetings on this very subject," Marr said, "and the proposal for a service pension was turned down overwhelmingly by the membership at that time."

In concluding his remarks, Marr noted that the pension plan is administered by a joint labor-management trust, and that no changes in the pension plan can be implemented without a majority vote of that board.

ATTEND YOUR UNION MEETINGS

Foran bill awaits action

(Continued from Page 1)

gallon Jan. 1, 1983, if county supervisors representing two-thirds of the state's population pass resolutions supporting the tax increase. The deadline for action is Nov. 15 of this year.

Assembly Republican leaders pressed hard for the local vote provision during negotiations with Foran. The Local vote requirement was accepted despite objections from Assemblymen Walter Ingalls of Riverside and Louis Papan of Millbrae, who called it an attempt to duck responsibility for raising taxes.

sponsibility for raising taxes.

Because of concern that the Los Angeles County Board of Supervisors could block the gas tax increase, the bill contains a special provision that allows city councils in the county to act independently on the gas tax question. Provisions of the Foran bill that would increase drivers license, vehicle registration and truck weight fees over three years were eliminated in favor of one time

increases.

The new fee structure would raise the price of a driver's license from \$3.25 to \$10, double vehicle registration charges from \$11 to

\$22, and boost truck weight fees by 50 percent Jan. 1, 1982. The bill would give priority to previously approved state highway projects that have not been built.

The bill faced some stiff opposition in the Assembly Ways and Means Committee early this month under a contingent led by Chairman Assemblyman John Vasconcellos, D-San Jose, which prevented it from clearing the committee by the time the Legislature convened for a recess until Aug. 10.

Meeting Change

At its meeting on June 21st the Executive Board concurred in recommendation to change the location of the Honolulu District membership Meeting scheduled to be held Wednesday, July 29, 1981, as follows:

FROM: United Public Workers Union Meeting Hall, 426 No. School Street,

Honolulu
Washington Intermedie
School (Cafetorium)
1633 S. King Street,
Honolulu

PROJECT

\$5.8 million water project awarded by Reclamation Bureau

The Bureau of Reclamation has awarded a \$5.8 million contract to construct pipelines and structures for the Dunnigan Water District Distribution System in California's west Sacramento Valley, Commissioner Robert N. Broadbent announced this month. Contract award was made to Granite Construction Company of Watsonville, Calif., based on the firm's bid of \$5,867,400. The Granite proposal was the lowest of 12 bids received, raning to a high of \$7.9 million.

Work under the contract includes furnishing and laying about 26 miles of 6- through 48-inchdiameter pipe. Structures include a pumping plant 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 Reach 8 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 600 days from notice to proceed.

S.F. Sewer funds cut again

San Francisco's wastewater project-originally designed as the \$2.3 billion Super Sewerhas been severely scaled down again, this time to \$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 learned that the master plan's outer limits had been redrawn to \$1 billion. Boas, who came to the weekly board meeting at Kopp's request, was spared the supervisor's usual tough grilling. Instead the project's most vocal critic 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 crosstown tunnel, to carry sewage from an Islais Creek treatment plant to an ocean outfall near Flesishhacker Zoo. He noted, however, that the \$2.3 billion program is still official pollution control policy, imposed on The City by the state Water Quality Control Board. Kopp urged Boas to seek early state approval of the \$870 million design—"to get San Francisco legally and formally out from under the \$2.3 billion yoke." Boas explained that the down-sized wastewater project is basically a two-core system, no longer envisioning ocean disposal 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 also will be built and that a \$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

The House has passed 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 facilities 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 family housing. Funding authorized for RDF facilities is about \$107 million below the Pentagon's \$531-million request. The House agreed to full funding of \$237.7 million for facilities at Diego Garcia, \$78.5 million for Oman 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 string to its MX construction authorization. With the Utah-Nevada basing plan under heavy fire from several sectors and the subject of Pentagon reexamination, 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 financing and building the 2,000-megawatt plant near Las Vegas. "We are starting to negotiate with municipal utilities in California, Arizona and Utah," said John Gibbs, 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 March when two California utilities, Pacific Gas and Electric Co. and Southern California Edison Co., announced they were withdrawing from the \$4.8 billion project. Officials from PG&E and 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 build and operate the Allen plant as a separate facility, without the Warner Valley unit. Gibbs said the Allen plant would cost about \$2.5 billion to build. It would be 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 Central Utah Project so it can be finished quicker under the cost-conscious Reagan administration. But both Gov. Matheson and Sen. Jake Garn, R-Utah, said while the present funding mechanism for CUP contributes to inflation and likely will be scrapped in favor of one of some 10 funding plans under study, cutting back on the size of the project, in Gov. Matheson's words, "would be bad public policy." Rep. Hansen called for cutting back the CUP when it was revealed that work on CUP's Bonneville Unit would stop later this year if a new repayment contract is not renegotiated. Cited by the representative as parts of the project that probably could be dropped to expedite completion and save money were diking Utah Lake and the Diamond Fork power system.

Gov. Matheson said that one alternative funding method under study for the CUP is "permitting more electrical generation to help pay for water."

Offshore oil

Twenty Democrats of the California congressional delegation signed a letter to President Reagan last month seeking a meeting to present an alternative to the proposed drilling off the California coast. The signers included Reps. Vic Fazio and Robert Matsui, both of Sacramento. The congressmen told Reagan the letter was to "lend our strong support" to a previous request made on behalf of California elected officials for a meeting on the planned leasing of four basins between Central California and the Oregon border. Republican Rep. Don H. Clausen of Crescent City also has been an outspoken opponent of the administration's oil and gas drilling plan. A Democratic source said Clausen's refusal to sign was a disappointment because other Republicans look to him on this issue.

Jim Boyle, Clausen's press secretary, said the congressman remains opposed to the drilling plan, but "is trying to set up his own meeting (with Reagan)." Interior Secretary James G. Watt recently received bids from oil companies totaling \$2.3 billion for exploration rights on 81 of 111 tracts in the Santa Maria Basin off Santa Barbara. The

state has protested the leasing, and a federal judge has ordered a temporary halt against issuing leases on 21 of the 81 tracts. Watt has said he will decide soon on whether to accept bids in the four other basins. The California congressmen have asked Reagan to meet with a bipartisan group of state and local officials, who are opposed to any drilling in those four basins.

Congress reaches agreement on major construction cuts

Congress has given final approval to legislation requested by President Reagan that reduces funds for a wide range of government construction programs in the current fiscal year. The reductions, included in a so-called recisions bill, affect funds already appropriated for the year ending Sept. 30. The deeper cuts that Reagan has proposed for the following fiscal year are still being debated at the committee level. The bill represents a compromise between differing versions passed by the Senate and House earlier. It imposes current-year cuts on programs ranging from sewage treatment plants to urban transit systems, but also incorporates some funding increases, mainly in military construction. The biggest reduction agreed to was a recision of \$1.7 billion in wastewater treatment construction grants. In the original versions of the legislation, the Senate and House were split sharply over the formula for apportioning the cutbacks among states. The issue arose over how to treat \$114.4 million in funds available for construction grants outside the normal Environmental Protection Agency appropriation. That money (popularly known as Talmadge-Nunn funds) was originally voted as an economic and jobs-creation stimulant at a time of recession. Under the final compromise, \$64 million in Talmadge-Nunn funds will be rescinded.

Some of the other major cutbacks approved by Congress:

 SRC-II coal gasification plant—\$85.5 million was rescinded and spending of another \$42 million deferred until the start of the new fiscal year.

Both houses, however, disagreed with the administration and voted to keep available \$22.5 million for continued design work on SRC-I for the remainder of this fiscal year but deferred use of another \$135 million until fiscal 1982.

 Renewable energy funding—\$63 million was rescinded from the solar, geothermal and hydroelectric power development programs.

• Urban rail construction—spending of \$220 million from the Department of Transportation's urban discretionary grants will be deferred until the new fiscal year. However, Congress directed that of the nondeferred amount, funding remain for rail programs in Baltimore, Buffalo, Miami and Portland, Ore., plus people movers in Detroit and Miami. Congress did not include the Los Angeles people mover line, but will consider appropriations for that project in the new fiscal year.

Residential permits down 17%

San Francisco, California's credit-sensitive homebuilding industry closely parallaled 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. Although demand for homes is still very strong, home production is being curtailed by the cost of supply of credit. Production levels for the first five months of 1981 are still two percent above the same period of 1980. However, during May the number of housing units authorized in California fell to a seasonally adjusted annual rate of 131,100 units.

Housing permits fell 27 percent to the lowest level since March 1975 in Northern California, while homebuilding plunged 37 percent in the Central Valley during May from April. Mortgage rates on loans closed in California broke the record-setting rate registered in April, rising to an average of 14.84 percent in May from 14.71 percent. New mortgage loans are currently being quoted between 15.25 percent and 18 percent.





By HAROLD HUSTON, President

A Personal Note From The President's Pen

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 crafts 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 ship-yards, we have seen periods of little or no work in far too many yards. This has triggered many conferences, work shops, seminars with the Navy brass, Coast Guard, Maritime Administration (MARAD), Congressmen, Senators and other governmental agencies and departments, all addressing the need to build merchant ships, rebuild our Navy, to have steady enough work mainly in ship repair, and to warrant development 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 new administration in Washington. I hope attention will be given to the needs of our shipyards, our Navy and our Merchant Marine.

The District Meetings at Provo, Utah and Reno, Nevada were well attended. Also the Retirees Association Meetings held at Salt Lake City, Utah and Reno, Nevada filled every seat with retired brother engineers 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 Interstate 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, TRIP executive director, who points out that the average life expectancy of pavement is about 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.

Bouncing over bad roads wastes fuel when rought pavement causes vibrations, a loss of traction and an uneven power flow through a vehicle's drive train, explains Knight, who claims 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 vehicle repairs, 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 tax revenues 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 fuelefficient 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 Officers 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 1973, when the regional bodies were created by passage of Proposition 20, they have processed in excess of 50,000 parmits.

50,000 permits.

Under the new set-up coastal permits will still be required but those wishing to build in the coastal zone will have their applications heard directly by the State Commission.

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 coastal plans.

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

Though the regional commissions terminate June 30, five of the six regional offices are being maintained. The North-Central Coast office in San Rafael is being moved to the State Office Building in San Francisco. But the North Coast office remains at 1656 Union St. in Eureka and the Central Coast office stays at 701 Ocean St. in Santa Cruz.

Permit seekers, local government and the public-at-large are advised to continue contacting the

(Continued on Page 12)

Regional coast 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 Gene Lake.

Under the proposal, funds set aside by the state and federal government for the proposed 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 high seas during the storm Jan. 18-22, and only one lane of the road has been open for traffic. The FHA funds 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 ac-

cording to schedule.

The Humboldt Bay Municipal Water District board has tentative approval to plans for a small hydroelectric plant at Matthews Dam on the Mad River at Ruth Lake.

The directors indicated the water district would probably seek a short-term \$2.5 million bank loan to help pay for the project, which carries an estimated price tag of \$3.5 million.

The board also directed district negotiators to begin drafting a contract to sell the power produced by the proposed 1.25 megawatt generating station to Pacific Gas and Electric Co. HBMWD consultants estimate the plant could produce an average of 6.57 million kilowatt hours of electricity per year.

Based on expected increases in the price of power, the project would pay for itself by 1987 and return the district more than \$1 million a year in profits by 1990, according to HBMWD consul-

The water district had contemplated building a larger, four-megawatt plant at the Ruth Lake site, but the board is now leaning toward the smaller project in light of questions about the plant's generating potential in dry years.

erating potential in dry years.

Under a timetable presented by Winzler and Kelly Engineers of Eureka, construction of the power plant could begin by early 1982 and the facility could begin producing power by the end of that

Also in eastern Humboldt County, CALTRANS is planning to widen and realign, in segments, 6.5 miles of Route 36 (Forest Highway 4) from the west boundary of Six Rivers National Forest near Dinsmore in Humboldt County to Lower Mad River Road in Trinity County. A portion of the proposed work will be in a floodplain protected by Presidential Executive Order 11988. 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 Engineers, 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 Restaurant, 507 Francisco Blvd., San Rafael, CA. No host cocktails 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 Engineers in 1955 as an office worker in the San Rafael dispatch hall. She has spent a lifetime in the labor movement. She joined Local 31 of the Leather and Novelty Workers Union in 1941 and it was primarily through her efforts that her employer at the time—one of 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).



By BOB MAYFIELD Asst. Business Manager & Vice President

Rigging Lines

This month it is certainly nice to write a real positive article, for the most part. I had previously mentioned last month, that negotiations were to resume shortly on behalf of the renewal agreement for all of the dear brothers and sisters working under the Utah Master Construction Agreement. This, of course, covers the A.G.C. (Associated General Contractors) Companies, those working under steel erection and pile driving jobs, and for the most part dictates the financial increases of all project agreements in progress, which in Utah at this time, are numerous and in a couple of cases substantial, as the Moon Lake Power Plant and Hunter 3 & 4, which are classic examples of size and quality.

For starters, an across the board, three year increase of \$6.10, for all classifications was obtained. This settlement amounts to about a 40% Wage and Benefit increase for the lower classes in the contract, around 33% for the upper classes, and overall, an average of 35% hard money for all covered groups in the Master Agreement. Non-monetary highlights worth mentioning are several: a work preservation clause very similar to what was negotiated in the California and Nevada Master Agreements and is now a part of the agreement. Utah, as almost everyone realizes by now, I think, is the most difficult Right to Work State (right to work), possibly in America.

This work preservation clause is vital to the Union, and is probably the broadest and most liberal subcontractor clause which is still legal according to our attorneys. Non-union subcontractors are possible, but they must abide totally by the terms and conditions of this agreement. The exception would be a union security clause, which is not legal in Utah anyway, and also, in some instances the hiring hall. If the signatory general contractor is using Operating Engineers on a project, and the non-union subcontractor with this general contractor, has Operating Engineers' jobs and classifications, then he must use the Union Hiring Hall. Further, for all Operating Engineers' jobs and classifications, this non-union subcontractor must pay into all of the benefit Trust Funds, just the same as if it were a signed Union contractor. This clause for all practical purposes, in my opinion, is almost the equivalent of a project agreement. The Employers' Committee was dead set against granting this clause and stopped just short of a strike before giving in, and this section, I believe, will prove to 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-Chainman, Instrument Man, Chief of Party and Certified Chief of Party. Several factors were involved here. Reluctantly, the companies are finally recognizing the abilities of our Union Surveyors, and the ever increasing work assignments of this group, plus the fact that we are doing the assigned job with skill. This evidence has been proven on big complicated projects such as: Hunter 1 & 2, then 3 & 4, as well as the National Lead

job, and the Kennecott expansion a few years back.

We are looking to see that these same job skills are applied on the Moon Lake Power job just getting underway. If the MX Missile System is built, and I am still of the same solid opinion that it will start yet this year, we have been told by a good source that as many as 1,100 surveyors will be required to man the entire project! I am not certain just now where we would get this amount of surveyors, but with the overall general construction declining, which presently exists in America, I am certain with a few calls to our Sister Union Locals, we will be able to accomplish this task.

Also, in this agreement over a half a dozen completely new job classifications were negotiated. One of these was the Caterpillar D-10 and Komatsu 455 and bigger, plus other similar huge tractors that might be manufactured by anyone who is in the book. They are now a part of Group #9, which is a group above #8, where most of the other tractors and dozers are now slotted.

For the first time to my knowledge, all business agents in the State of Utah, were included and participated in all sessions, and will therefore, be better qualified to answer questions, and to see that this fine agreement is fully enforced. I personally give a special thanks at this time to Business Manager, Dale Marr (and the Union Chairman) and District Representative, Les Lassiter. The bottom line is that over 90% of the attending membership thought the agreement was good, and as calculations will indicate, people working 2,000 hours annually, will earn new money the 1st year of over \$4,000, over \$8,000 the 2nd year, and over \$12,000 the 3rd year, for a package increase of around \$25,000 new money for the prospective three year period.

Another great piece of news is that just recently, we, the Operating Engineers, and the rest of the Utah Building and Trades Unions were informed by two officials of the Inter Mountain Power project, that they were now ready to sit down, provided certain conditions are met, and negotiate almost immediately a project agreement for what may be the world's biggest coal fired power plant. They stated they would have a committee of three people and requested only the same number to represent the Utah Building Trades. Also, there were five written items (or guidelines) that they expected the Building Trades to generally follow in

(Continued on back Page)

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 as the site for a \$500 million 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, PG&E spokesman Charles Peterson said the companies "are very enthusiastic about the prospects."

As envisioned, the plant would produce between 210 and 290 megawatts of power, enough for a city of about 250,000.

The remote site is under consideration because steam produced as part of the power generation process would be used in Texaco's oil wells 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 end the need 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 production.

Coal was mined in the Coalinga area in the late 1800s, but the mines closed around the turn of the century.

Although there are known deposits remaining in the area, there has been little interest in renewing the mining. The type of coal, known as lignite, is high in sulfur and, when compared with coal from the eastern United States, it produces relatively little energy.

The coal could regain its attractiveness, however, if it could be used in a power plant within a few miles of the mines.

Initially the federal government was going to help finance the feasibility study. The U.S. Department of Energy agreed last October to contribute \$4.3 million toward a \$9.7 million study that included preliminary design and engineering work. The budgetcutting Reagan administration canceled the grant, however.

As a result, Texaco and PG&E have pared the scope of the study and expect to spend about \$2.5 million on research, said Peterson of PG&E

Work is still slow in Reno area

Work in District 11 is still very slow, reports Business Representative Ed Jones. Sub-division work is at a standstill. There is still over 300 men on the out-of-work list.

On June 5, the last day of a 138-day session, the Nevada State Legislature approved a gasoline tax increase after battling several proposals. The increase will be effective July 1, 1981 from the current .06¢ per gallon to 10¢ per gallon and then increasing to 12¢ per gallon effective on July 1, 1982. The increase is estimated to generate \$46.2 million dollars over a two year period which should give some relief 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 from the Nevada Department of Transportation. The Department of Transportation has a proposed 12 year plan for 570 miles of highway needing over-lay and 596 miles of highway that has been neglected for so long that it requires reconstruction.

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 Acre 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

Helms Construction has a scraper spread running at Stead developing some land for the Lear Corporation for a future industrial wharehouse site.

Granite Construction recently started excavation for the continuation of Silver Lake, a 190 home sub-division at Stead. They plan to do all site, street and under-ground work on this

project.

The crusher crews are running two shifts for Helms Construction at Lovelock on the 20 mile Hill I-80 safety over-lay. Hot plant and paving crews have started on this 26 mile over-lay project.

26 mile over-lay project.
On the Helms Construction 8.7
million dollar Lovelock 1-80 bypass the grading, base rock and
C.T.B. is nearly completed. Matich Corporation, the white paving
sub-contractor, has their batch
plant and lay down crew operating

In Winnemucca on the 5.641 mile I-80 by-pass, 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 Matich Corporation with white paving crews later this year.

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

Helms Construction was recently awarded a 1.1 million dollar contract to widen 1.251 miles of two-lane highway to a four-lane highway. The job will also include some installation of sewer line hook-up from Sun Valley into the Reno City sewer system later on.



Pictured above is the University of Nevada's new 7-story college of business administration currently under construction at a cost of \$6.2 million. Walker-Boudwin is the general contractor.



Examiner photo by Judy Calson

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, stiff as a condemned 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 is perched 110 feet above the Yerba Buena West construction site, a six-story, blockwide office building at Fourth 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.

A 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 overhanging the edge.

He started driving the big cranes in his hometown of Lincoln, Neb., 33 years and 49 buildings ago. McGuire has a snapshot of every one. Before and

"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, spicers on a horizontal net.

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

"I'd rather pour concrete than eat. You get busy, you get a rhythm. You can see it laying all out 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 cay he watched helplessly as a bus, out of control, careened down a steep San Francisco hill. He once saw a jet fighter take a slow dive into the Bay. Both were too far away to be snatched up on his hook.

A voice crackles on the two-way radio, hanging on a hook near his left ear. "OK, Mick, we got a load of scaffold coming up on the outside."

McGu.re looks down through the glass window 60 feet to the deck. Signalman Ernie Taylor clips the microphone of his walkie-talkie to his jacket and walks to the side of the concrete

McGuire reaches with both hands to grasp two short gear shift-like levers called wobble sticks. He moves one stick left and the crane assembly moves silently in that direction. He points the stick forward and the trolley assembly from which the hook hangs glides out toward the end of the boom.

The wobble stick on the right moves the hook up and down. The machine is deceptively simple to operate. Besides an electric foot brake and horn button, there are no other instruments in the cab.

"He's the best I've ever seen," says Taylor, 39. "That's no brag, that's

The signalman is McGuire's eyes and ears. Not many years ago, the communication between the two consisted entirely of an elaborate system of hand signals, so uniform that workers could understand each other no matter where they worked in the country.

Those were the days when workers, generally ironworkers, would "ride the ball," use the hook as the fastest way down a half-built high-rise.

"Haven't had anyone on my load line for years and years," laughs McGuire. There was the electrician who got ac-

cidentally snagged by his safety belt and got a bit of a lift before McGuire set him down unharmed. "Like he was in his mother's arms," he explains.

Taylor and McGuire have worked together for Cahill Construction Co., the site contractor, for five years. "He's got a soft touch," says Taylor. "Not herkyjerky like a lot of operators. I'll do things with Mick I wouldn't do with any other operators. The men feel safe around him.'

It's a warm day; the breeze barely ripples the trees at street level. But 100 feet above, the wind is really kicking against the tower, and the load on McGuire's hook is swinging in a wide

"If you have a load going out, you can stop the machine, but the load keeps going, it swings. It becomes a matter of timing. You got to trolley in, trolley out, to hang it like a rock on a string.'

Operating a tower crane is the ultimate in hand-eye coordination. "When I was a kid. I used to love those crane games, the ones they called 'The Clamshell.' But all I ever got was gumballs—never could catch jackknife," he said, laughing.

If you can drive a car, could-you operate a crane? McGuire ponders for a moment. "That's making it sould awful simple," he argues. "But yes, anyone with desire."

How long would it take?

"Maybe some people could do it in three weeks, may be some people could do it in three days. But I wouldn't work within a mile of him."

Men and women? "Mer don't feel uncomfortable about that anymore. No, we're used to that now. Just depends how good an operator you are.'

Lifting machines have been in use since ancient times, indeed, their basic designs have remained consistent. But the tower crane had advantages no other machine can match. It can make a

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

McGuire drives one of two cranes on this Cahill job. "Sure, you could get the same material up with wedges or a block and tackle, but that would never be done. It's like asking how many men 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

Taylor is a member of Laborers Union 256. He 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 has 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 never bust it," explains Taylor. "My idea of Mickey is he could roll that egg around with a concrete bucket."

McGuire just grins.

"Touching the egg?" he is asked. "Within an eighth of an inch," re-

plies McGuire slowly.
"But I wouldn't want to be the egg." Working high out of harm's way, McGuire may have one of the safest 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 crew off the deck to the street below. "Mickey has a lot of caring in what he does," says Taylor.

Each noon, McGuire descends from his perch to have lunch with those below. "It's a lonely spot," he says.

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

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

"One time, I drove by the Coors Brewery in Golden, Colo. They had five of those things. I couldn't believe it. Five. I stopped along the highway and watched them all afternoon."

UTAH MASTER AGREEMENT: PULL OUT SECTION

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

THIS AGREEMENT, 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

NOTE: The Area 2 differential increase (\$1.50 to \$2.00) shall only apply to jobs or projects bid on or after 7/6/81; \$2.50 on or after 7/5/82; and \$3.00 on or after 7/4/83.

01.03.00 - Classifications and Rates:

Straight-Time Hourly Wage Rates and Effective Dates

GROUP 1 (2 classifications)

7/6/81 *7/5/82 *7/4/83

\$12.23 \$14.23 Area 2

5441 1. Partsman - Permanent Shop

6191 2. Repairman-Helper — Permanent Shop

GROUP 2 (9 classifications)

7/6/81 *7/5/82 *7/4/83

Area 1 \$12.51 Area 2 \$14.51

0213 1. Assistant to Engineer

0913 2. Brakeman - Locomotive

2591 3. Elevator Operator

2863 4. Fireman

2893 5. Asphalt Plant Fireman

3701 6. Hydraulic Monitor

4601 7. Material Loader or Conveyor Operator

5411 8. Partsman - Field

6163 9. Repairman Helper - Field

GROUP 3 (13 classifications)

7/6/81 *7/5/82 *7/4/83

\$12.86 Area 1 Area 2 \$14.86

0881 1. Boxman, asphalt plant

1481 2. Air Compressor Operator

1631 3. Concrete Mixer Operator (Skip Type)

1781 4. Concrete Pump or Pumpcrete Gun Operator

2651 5. Engineer, Dinky Operator

3131 6. Generator Operator (100 KW or over)

4871 7. Mixer Box Operator or similar (concrete or asphalt plant continuous mix)

6041 8. Pump Operator

6311 9. Chainman, Effective 7/6/81

6311 10. Rodman, Effective 7/6/81

6761 11. Screedman

6851 12. Self-propelled, automatically applied Concrete Curing Machine (on streets, highways, airports and canals)

8483 13. Truck Crane Oiler (Assistant to Engineer)

GROUP 4 (7 classifications)

7/6/81 *7/5/82 *7/4/83

\$13.04 Area 1 Area 2 \$15.04

0391 1. Ballast Jack Tamper

0401 2. Ballast Regulator

0431 3. Ballast Tamper - multiple purpose

3011 4. Front End Loader (up to and including one [1] cu. yd. 'struck' m.r.c.)

3641 5. Hoist Operator - One (1) Drum

4061 6. Line Master

7241 7. Slip Form Pumps

GROUP 5 (14 classifications)

7/6/81 *7/5/82 *7/4/83 \$13.15

\$15.15

0581 1. Batch Operator (Asphalt Plant)

1541 2. Air Compressor Operator (two [2] or more

1621 3. Concrete Conveyor, building site (any Assistant shall be an Employee covered by this Agreement)

3431 4. Heavy Duty Repairman and Welder -Permanent Shop

4391 5. Lube and Service Engineer (Mobile and Grease Rack)

4931 6. Motorman

5471 7. Pavement Breaker Operator (Emsco and similar type)

(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.)

7031 8. Shuttlecar

7123 9. Signalman

7251 10. Slurry Seal Machine or Similar

7301 11. Small Rubber-tired Tractor

7401 12. Small Self-propelled pneumatic rollers

7911 13. Towermobile Operator

8901 14. Welding Machine (two [2] or more)

GROUP 6 (19 classifications)

7/6/81 *7/5/82 *7/4/83

\$13.61 Area 2 \$15.61

0101 1. A-Frame Truck and Tugger Hoist

2. Concrete Saws (self-propelled unit on streets, highways, airports and canals)

2681 3. Engineer - Locomotive

2951 4. Forklift (construction jobsite)

3221 5. Gradesetter

3941 6. Kolman Loader (and similar)

4451 7. McGinnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses)

4901 8. Mixermobile Operator

5621 9. Pipe Bending Machine Operator

5651 10. Pipe Cleaning Machine

5681 11. Pipe Wrapping Machine

5861 12. Power Jumbo Operator (setting slip forms, etc., in tunnels)

6251 13. Road Mixing Machine Operator

6401 14. Ross Carrier or similar type

7331 15. Small Rubber-tired Trenching Machine

7371 16. Small Rubber-tired Tractor (with attachments, including backhoe)

7431 17. Small Tractor with Boom

7611 18. Surface Heater (self-propelled)

8151 19. Loader Operator (over one [1] cu. yd. up to and including two [2] cu. yds. 'struck' m.r.c.)

GROUP 7 (29 classifications)

7/6/81 *7/5/82 *7/4/83

\$15.76

0941 1. Bridge Crane

2. Chip Box Spreader (Flaherty type and similar) (Assistant to Engineer required)

1611 3. Concrete conveyor or concrete pump, truck or equipment mounted (any Assistant shall be an Employee covered by this Agreement) boom length to apply

1721 4. Concrete Mixer Operator (paving or batch

1801 5. Concrete Pipe Floater Operator, Effective

2111 6. Deck Engineer (Marine)

2411 7. Drilling Machine Operator (well or diamond)

2441 8. Drilling and Boring Machinery, horizontal and vertical (not to apply to waterliners, wagon drills or jack hammers) (Assistant to Engineer or Mechanic/Welder required) 2471 9. Dual Drum Mixers (Assistant to Engineer

required)

2561 10. Elevating Grader Operator

3101 11. Fuller Kenyon 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. Lull High-lift (forty [40] feet or similar)

4641 15. Mechanical Burm, curb and/or curb and gutter machine, concrete or asphalt

4661 16. Mechanical Finisher Operator (asphalt or concrete)

4751 17. Mine or Shaft Hoist

5141 18. No-Joint Pipe Laying Machine

5501 19. Pavement Breaker, Pavement Breaker with compressor combination

5531 20. Pavement Breaker, truck mounted, compressor combination (Assistant to Engineer required)

6131 21. Refrigeration Plant

6371 22. Roller Operator or self-propelled Compactor

6941 23. Self-propelled Compactor (with multiplepropulsion power units)

7001 24. Self-propelled Pipeline, Wrapping Machine (Perault, CRC, or similar types)

7011 25. Self-propelled Compactor with or without Dozer

7271 26. Slusher Operator

7971 27. Tractor Operator (Sheep's Foot and Compacting Equipment)

8121 28. Tractor Compressor Drill Combination (Assistant to Engineer required)

Trenching Machine (Assistant to Engineer required)

GROUP 7A (2 classifications)

7/6/81 *7/5/82 *7/4/83

Area 1 \$13.87

7091 1. Side Boom Operator

8001 2. Tractor Operator (bulldozer or tractor-drawn scraper or drag type shovel or boom attach, up to and including D-7 or similar)

GROUP 8 (20 classifications)

7/6/81 *7/5/82 *7/4/83

\$14.17 Area 2 \$16.17

0191 1. Asphalt Plant Engineer

1211 2. Chicago Boom (including Stiff Leg and Sheer Pole)

1401 3. Combination Backhoe and Loader (3/4 cu. yds. or over m.r.c.) (Assistant to Engineer required)

1451 4. Combination Slusher and Motor Operator

1571 5. Concrete Batch Plant (multiple units)

2351 6. Do-Mor Loader and Adams Elegrader 2621 7. Engineer, Crushing Plant (Assistant to Engineer required)

2771 8. Euclid Loader and similar types

3041 9. Loader Operator (over two [2] cu. yds. up to and including six [6] cu. yds. 'struck' m.r.c.)

3221 10. Instrumentman, Effective 7/6/81

3881 11. Koehring Skooper (or similar) (up to five [5] cu. yds. 'struck' m.r.c.) (Assistant to Engineer required)

4721 12. Mechanical Trench Shield

5111 13. Mucking Machine Operator 6651 14. Rubber-tired Scrapers (under thirty-five [35]

cu. yds. 'struck' m.r.c.) 6701 15. Saurman type Dragline (under five [5] cu. yds. 'struck' m.r.c.) (Assistant to Engineer

required) 6881 16. Self-propelled boom type lifting device (center mount) (10-ton capacity or less m.r.c.)

6971 17. Self-propelled Elevating Grade Plane

7461 18. Soil Stabilizer (P & H or equal) 8421 19. Tri-batch Paver (Assistant to Engineer required)

8571 20. Tunnel Mole (or similar) (Assistant to Engineer required)

GROUP 8A (3 classifications) 7/6/81 *7/5/82 *7/4/83

\$14.23

\$16.23 Area 2

1301 1. Chief of Party, Effective 7/6/81

3401 2. Heavy Duty Repairman or Welder

8031 3. Tractor Operator (bulldozer or tractor-drawn scraper or drag-type shovel or boom attach, larger than D-7 or similar)

GROUP 9 (5 classifications)

7/6/81 *7/5/82 *7/4/83

\$14.29 Area 2 \$16.29

1391 1. Combination Mixer and Compressor (Gunite)

2491 2. D10, Komatsu 455 and over, Effective 7/6/81

3611 3. Highline Cableway Signalman

4961 4. Motor Patrol

7851 5. Tower Crane (Linden type or similar designs and capacity) (In the erection, dismantling and moving of equipment, there shall be an additional Operating Engineer)

GROUP 10 (11 classifications)

7/6/81 *7/5/82 *7/4/83

\$16.45 Area 2

2501 1. DW-10, 20, etc. (tandem scrapers)

3071 2. Loader Operator (over six [6] cu. yds. up to and including twelve [12] cu. yds. 'struck'

3581 3. Highline Cableway Operator (Signalman required)

 4. Hydraulic Backhoe, tractor mounted, rubber tired, etc. (Assistant to Engineer required) (2nd Operator may be employed in lieu of an Oiler) Effective 7/6/81

4031 5. Lift Slab Machine (Vagtborg and similar types)

4331 6. Locomotive (over one hundred [100] tons)
(single or multiple units) (Assistant to
Engineer required)

6011 7. Pre-stress Wire Wrapping Machine

6731 8. Saurman type dragline (five [5] cu. yds. and over 'struck' m.r.c.) (Assistant to Engineer required)

6891 9. Self-propelled boom type lifting device (center mount) (up to and including 25 tons)

8181 10. Tractor (tandem scrapers)

8631 11. Universal Equipment Operator (Shovel, backhoe, dragline, derrick, derrick barge, clamshell, crane, grade-all, etc.) (up to and including five [5] cu. yds. 'struck' m.r.c.) (Assistant to Engineer required) (2nd Operator may be employed in lieu of an Oiler)

GROUP 11 (13 classifications) 7/6/81 *7/5/82 *7/4/83

Area 1 \$14.89

Area 2 \$16.89

0311 1. Automatic Concrete Slip Form Paver (Grade Setter, Screedman and Assistant to Engineer required)

1131 2. Certified Chief of Party, Effective 7/6/81

2921 3. Foreman

 Koehring Skooper (or similar) (five [5] cu. yds. and over 'struck' m.r.c.) (Assistant to Engineer required)

5081 5. Multiple-propulsion Power Unit Earthmovers (up to and including seventy-five [75] cy. 'struck' m.r.c.)

5831 6. Power equipment with shovel-type controls (over five [5] cu. yds. up to and including seven [7] cu. yds. 'struck' m.r.c.) (Assistant to Engineer required; an additional Assistant to Engineer is required if shovel or dragline is electrically powered)

6221 7. Remote-controlled Cranes and Derricks (Assistant to Engineer required)

6671 8. Rubber-tired Scrapers (thirty-five [35] cu. yds. and over 'struck' m.r.c.)

6901 9. Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.)
(Assistant to Engineer required), Effective 7/6/81

7211 10. Slip Form Paver (concrete or asphalt) (one [1] Operator and two [2] Screedmen when required)

7581 11. Sub-grader (automatic sub-grader—fine grader, CMI or similar) (Assistant to Engineer required)

7731 12. Tandem Tractors

7881 13. Tower Cranes Mobile (Assistant to Engineer required)

GROUP 11A (4 classifications)

7/6/81 *7/5/82 *7/4/83

Area 1 \$15.85 Area 2 \$17.85

3081 1. Loader Operator (over twelve [12] cu. yds. 'struck' m.r.c. up to 18 cu. yds. m.r.c.)

4081 2. Holland Loader, Effective 7/6/81

5021 3. Multi-purpose Earthmoving machines (two [2] or more scrapers) (over seventy-five [75] cu. yds. 'struck' m.r.c.)

5951 4. Power Shovels and Draglines (over seven [7] cu. yds. 'struck' m.r.c.) (two [2] Assistants to Engineer required)

GROUP 11B (3 classifications)

7/6/81 *7/5/82 *7/4/83

Area 1 \$16.30 Area 2 \$18.30

3491 1. Operator of Helicopter (when used in erection work)

3951 2. Licensed Land Surveyor

4231 3. Loader (18 cu. yds. and over)

GROUP 12 (1 classification)

7/6/81 *7/5/82 *7/4/83

Area 1 \$16.46

Area 2 \$18.46

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

01.03.01 Classifications and Rates for Steel Fabricators and Erectors. NOTE**: Wages effective June 16, 1981, November 1, 1981, and thereafter for the duration of this Agreement shall be the same as those agreed upon between the Union and the Employers in Northern California.

GROUP 1 (1 classification)
*6/16/81 **11/1/81 *6/16/82 **11/1/82
\$13.70 \$13.77

0213 1. Assistant to Engineer (Oiler)

GROUP 2 (4 classifications)
*6/16/81 **11/1/81 *6/16/82 **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

6311 3. Rodman, Chainman

8483 4. Assistant to Engineer (Truck Crane Oiler)

GROUP 3 (5 classifications) *6/16/81 **11/1/81 *6/16/82 **11/1/82 \$15.38 \$15.65

1511 1. Compressors, Generators and/or Welding Machines or Combination (2 to 6) (over six [6] additional Engineers required) (structural steel or tank erection only)

2111 2. Deck Engineer

2981 3. Forklift

3761 4. Instrumentman

7123 5. Signalman (using mechanical equipment)

GROUP 4 (2 classifications) *6/16/81 **11/1/81 *6/16/82 **11/1/82 \$15.55 \$15.83

3311 1. Heavy Duty Repairman

7941 2. Tractor Operator

GROUP 4-A (1 classification) *6/16/81 **11/1/81 *6/16/82 **11/1/82 \$15.92 \$16.25

3401 1. Gombination Heavy Duty Repairman— Welder

GROUP 5 (9 classifications) *6/16/81 **11/1/81 *6/16/82 **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. Chief of Party

1921 5. Overhead Cranes (15 tons m.r.c. or less) (Utah only)

2021 6. Crawler Cranes and Truck Cranes (15 tons m.r.c. or less) (Assistant to Engineer required)

3641 7. Single Drum Hoist

6881 8. Self-propelled boom-type Lifting Device (center mount) (10-ton capacity or less

8541 9. Tugger Hoist

GROUP 6 (11 classifications) *6/16/81 **11/1/81 *6/16/82 **11/1/82 \$17.04 \$17.49

1091 1. Cary Lift, Campbell or similar

1131 2. Certified Chief of Party (Utah only)

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

2051 4. Crawler Cranes and Truck Cranes (over 15 tons m.r.c.) (Assistant to Engineer required)

2261 5. Derricks (two [2] operators required when swing engine remote from hoist)

3111 6. Gantry Rider (or similar equipment) 3581 7. Highline Cableway (Signalman required)

3661 8. Two or more Drum Hoist

6891 9. Self-propelled boom-type Lifting Device (center mount) (up to and including 25 tons)

7881 10. Tower Cranes Mobile (including rail mounted) (Assistant to Engineer required)

7851 11. Universal Liebher and Tower Cranes (and similar types) (in the erection, dismantling and moving of equipment, there shall be an additional Operating Engineer)

GROUP 7 (1 classification) *6/16/81 **11/1/81 *6/16/82 **11/1/82 \$17.40 \$17.90

6901 1. Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons) (Assistant to Engineer Required) (Effective 6/16/80)

GROUP 8 (2 classification) *6/16/81 **11/1/81 *6/16/82 **11/1/82 \$17.75 \$18.29

Cranes (over 125 tons) (Assistant to Engineer required)

3951 2. Licensed Land Surveyor (Utah only) Effective 7/1/81

GROUP 9 (1 classification) *6/16/81 **11/1/81 *6/16/82 **11/1/82 \$19.01 \$19.69

3491 1. Operator of Helicopter

01.03.02 Classifications and Rates for Piledrivers.

NOTE**: Wages effective June 16, 1981, November 1, 1981, and thereafter for the duration of this Agreement shall be the same as those agreed upon by the Union and the Employers in Northern California.

GROUP 1 (3 classifications) *6/16/81 **11/1/81 *6/16/82 **11/1/82 \$13.13 \$13.14

2173 1. Deckhand

2863 2. Fireman

5173 3. Oiler

All of the above are Assistant to Engineer

GROUP 1-A (1 classification) *6/16/81 **11/1/81 *6/16/82 **11/1/82 \$13.54 \$13.60

1481 1. Compressor Operator

GROUP 1-B (1 classification)
*6/16/81 **11/1/81 *6/16/82 **11/1/82
\$13.79 \$13.87

8483 1. Truck Crane Oller (Assistant to Engineer)

GROUP 2-A (1 classification) *6/16/81 **11/1/81 *6/16/82 **11/1/82 \$13.79 \$13.87

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

GROUP 2-B (1 classification) *6/16/81 **11/1/81 *6/16/82 **11/1/82 \$14.44 \$14.60

2981 1. Forklift Operator (Effective 6/16/80)

GROUP 2-C (1 classification) *6/16/81 **11/1/81 *6/16/82 **11/1/82 \$14.69 \$14.88

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

GROUP 2-D (4 classifications)

*6/16/81 **11/1/81 *6/16/82 **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) *6/16/81 **11/1/81 *6/16/82 **11/1/82 \$15.05 \$15.28

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

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

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

GROUP 3-A (1 classification) *6/16/81 **11/1/81 *6/16/82 **11/1/82 \$15.57 \$15.86

3401 1. Heavy Duty Repairman and/or Welder

GROUP 4 (5 classifications) *6/16/81 **11/1/81 *6/16/82 **11/1/82 \$16.23 \$16.59

 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)

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

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

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

- 5331 4. Truck Crane Operator (over twenty-five [25] tons (Hoisting material or performing piledriving work) (Assistant to Engineer required)
- 6901 5. Self-Propelled Boom Type Lifting Device (center mount) (over 25 tons) Assistant to Engineer required Effective 6/16/80

GROUP 6 (1 classification) *6/16/81 **11/1/81 *6/16/82 **11/1/82 \$17.81 \$18.35

Cranes (over 125 tons) (Assistant to Engineer required)

01.03.03 WAGES — FOREMEN. Foremen, other than General Foremen, Shifters, Heavy Duty Repairman Foreman and Master Mechanics (Heavy Duty) shall receive:

7/6/81 *7/5/82 *7/4/83

Area 1 \$14.89 Area 2 \$16.89

Foremen/Master Mechanic rate for Steel Erection and Piledriving, when applicable, shall be as follows:

7/6/81 *7/5/82 *7/4/83 \$17.73

01.03.04 Special Manning Provision.

- In each instance in which one (1) or more Assistants to Engineer is required, subject to the provisions of this Agreement, a Registered Apprentice may be employed.
- When the Engineer needs Assistance, an Employee covered by this Agreement (Assistant to Engineer) may be employed.
- In each instance in which an Assistant to Engineer is required on cranes, a second operator may be employed in lieu of the Assistant to Engineer.

01.04.00 Booms. (Applicable also to Steel Erectors and Piledriving.) The straight-time hourly wage rate of Employees on cranes or equipment with booms of eighty (80) feet or more, including jib and/or leads, shall be according to the following schedule, and added to the straight-time hourly wage rates set out in 01.00.00, and such increase in straight-time hourly wage rate shall apply for the full shift and all overtime work.

Per Hour

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

(180) feet\$.40 Booms of one hundred eighty feet up to,

Booms of one hundred eighty feet up to, and including two hundred fifty (250) feet ...\$.80 Booms over two hundred fifty (250) feet\$1.35

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

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

Per Hour \$.60

01.04.03 'Additional Increase. It is agreed an increase of two dollars (\$2.00) per hour shall become effective on July 5, 1982, and an additional two dollars (\$2.00) per hour increase shall become effective on July 4, 1983. The Union may elect, at its option, upon at least thirty (30) days' written notice to the Employer prior to July 1, 1982, and July 1, 1983, to allocate each two dollar (\$2.00) increase to wages and/or fringes; however, any allocation which is made to wages in the years 1982 and 1983 shall be effective on July 5, 1982, and July 4, 1983. Allocations made to fringe benefits in the years 1982 and 1983 shall be effective on November 1, 1982 and November 1, 1983.

01.05.00 Public Works Project — Davis-Bacon Act and Related Statutes: Title #34, Chapter 30, Utah Code Annotated, As Amended. In the event an Individual Employer bids a public job or project being awarded by a Federal, State, county, city or other public entity which is to be performed at a predetermined and/or prevailing wage rate established pursuant to the provisions of the Davis-Bacon Act and related statutes, or established by the Industrial Commission of Utah pursuant to the provisions of Title 34, Chapter 30 of the Utah Code annotated, as amended, the published hourly wage rates (excluding fringe benefits) set forth in said public award shall apply for the duration of the original contract for the public job or project regardless

of any deferred wage increases set forth herein; provided, however, the fringe benefits applicable to such public job or project shall be the fringe benefits set forth in this Agreement; it is further provided, should such public job or project continue beyond the expiration of this Agreement, the fringe benefits then applicable to such public job or project shall be the fringe benefits set forth in the successor Master Agreement. Wages, however, shall be brought current with the provisions of this Agreement on a job or project with a duration of twenty-four (24) months from the time said job or project is awarded.

01.05.01 In addition, if an Individual Employer is awarded a public job or project wherein the award contains provisions for honoring deferred wage and fringe benefit increases or escalators which are set forth in collective bargaining agreements to which the Individual Employer is bound, such provisions shall apply to Individual Employers covered by this Agreement regardless of the above.

01.05.02 The provisions of this Section 01.05.00 shall apply to all jobs or projects awarded after July 1, 1981.

03.00.00 ADMINISTRATIVE PROVISIONS

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

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

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

04.00.00 EMPLOYMENT

04.03.01 The Owner-Operator shall be carried on the payroll of the Individual Employer from the first (1st) hour of the first (1st) day of employment as an Operating Engineer, an Employee, and as such Employee, all of the terms and conditions of this Master Agreement, and any amendment or amendments thereto, shall be applicable to him, except as provided elsewhere in this Section, and, except that in the event that it is determined that the services of an Owner-Operator were terminated without just cause; any obligation for lost time shall be limited to the wage and fringe benefit payments provided in this Agreement and shall not in any event include any payment with respect to the equipment or the loss of use thereof; and except, further, that the Owner-Operator shall not be subject to the provisions of the Job Placement Regulations, Addendum A of this Agreement; provided that the Union shall be notified of the name, address, and Social Security Number of the Owner-Operator within twentyfour (24) hours after the Owner-Operator is hired.

04.03.04 In the event an Individual Employer has failed to notify the Job Placement Center servicing the job or project of the name, address and Social Security Number of the Owner-Operator within twenty-four (24) hours after the Owner-Operator has reported for work to said Individual Employer, and said Individual Employer is subsequently found by audit or otherwise to have violated any of the Owner-Operator provisions of Section 04.00.00 resulting in the failure to pay wages and/or fringes under this Agreement, such Individual Employer's liability shall be for the payment into the Operating Engineers' respective Trust Funds amd the Vacation and Hollday Pay Plan, the wages, straight time and overtime, and fringe benefits that would have been paid by the Individual Employer but for the violation

plus twenty-five percent (25%). Such liability shall be for the period of the violation. Provided, however, if said Individual Employer can establish from records maintained in the normal course of business that the Job Placement Center has received the required twenty-four (24) -hour notice and is subsequently found to be in violation, the Individual Employer's liability for payment into the Operating Engineers' respective Trust Funds and the Vacation and Holiday Pay Plan shall be limited to fringe benefits only for the period of the violation.

05.00.00 WORK PRESERVATION

(Applicable to jobs awarded after 7/1/81)

05.01.00 The purpose and intent of this Section is to preserve and protect employment opportunities and terms and conditions of employment of all Employees covered by this Agreement to the maximum extent permitted by law.

05.02.00 No on-site work covered by this Agreement which historically has been performed by the Individual Employer, or by the industry if the Individual Employer has no such history, on the site of a job or project shall be performed off the site of a job or project.

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

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

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

05.06.00 The Individual Employer will give a list of subcontractors who will perform unit work under this Agreement as set forth in Section 02.06.01. Notice at a pre-job conference will satisfy the requirements of this Section. Furthermore, the Individual Employer will give written notice prior to the commencement of work by the subcontractor of any such subcontract entered into subsequent to a pre-job conference with a subcontractor who will perform unit work under this Agreement as set forth in Section 02.06.01. Any Individual Employer who has given such notice and requires the subcontractor to agree to comply with and observe the provisions of Subsection 05.04.00 hereof with respect to the jobsite work shall not be liable for any delinquency by such subcontractor in the payment of any wages, fringe benefits or contributions provided herein except as provided hereinafter.

05.06.01 In the event the Union questions compliance by a subcontractor with the provisions of this Section, the Union shall so notify the Employer, the Individual Employer and subcontractor in writing, and the subcontractor shall furnish to the Union within fifteen (15) days a written itemized record of all pertinent information. Additionally, where itemized payroll records are required for submission to public contractor agencies on behalf of subcontractors, the subcontractors shall furnish copies of such submission to the Union upon written request. If the subcontractor refuses, the Individual Employer shall cause the subcontractor to supply the information. The provisions of this Section shall not be applicable if the subcontractor is an Individual Employer signatory to this Agreement.

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

06.00.00 WORKING RULES

06.15.00 Meal Period. There shall be a regularly scheduled meal perio I. The meal period shall be onehalf (1/2) hour and shall be scheduled to begin not more than one-half hour before and completed not later 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 has been established, it will not 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 overtime rate applicable on that date, and shall be afforded an opportunity to eat on the Individual Employer's time as soon as possible. Provided, however, the meal period established for 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 been started and is suspended because of weather conditions, an Employee working two (2) hours or less shall be paid two (2) hours at the wage rate applicable to the job. For work performed over two (2) hours, but less than three (3) hours, three (3) hours at the wage rate applying to the job shall be paid. For work performed over three (3) hours, four (4) hours at the wage rate applying to the job shall be paid. Any time thereafter shall be reckoned by

06.17.00 Except as provided in 06.19.01, whenever an Employee is called out to work on a Saturday, Sunday or a holiday, he shall be paid at least four (4) hours at the applicable overtime rate unless the overtime work immediately precedes his regular shift and he works or is paid for the first half of his regular shift, in which case he shall be paid for the overtime actually worked by the hour and half-hour. All time worked beyond the first four (4) consecutive hours on Saturdays, Sundays and holidays shall be reckoned by the hour at the applicable overtime rate. On a two-shift or three-shift job if Employees are called out to work on the first shift on a Saturday, Sunday or holiday, the above shall apply, but if any Employees are called out to work on a second or third shift on a Saturday, Sunday or holiday, all shift work Employees called out shall be compensated in accordance with 06.06.00 and 06.07.00, as the case may

06.17.01 In the event the Employee is called to work prior to the starting of his shift, he shall receive a minimum of four (4) hours' call-out pay at the overtime rate applicable on that date provided he does not work his regular shift.

06.18.00 Call-Back. In the event an Employee has completed his regular shift and returned to his residence, and is called back to perform his overtime work, such Employee shall be paid at least four (4) hours at the applicable overtime rate. In the event an Employee has not worked his scheduled shift and is called out to perform overtime work, such Employee shall be paid at least four (4) hours at the applicable overtime rate.

06.19.00 Except as provided in 06.19.01, the following rates shall apply on Saturdays, Sundays and holidays and on all work before a shift begins and after it ends:

06.19.01 Saturday маке-Up Day. Saturday work may be performed at straight-time rates in the event of time lost during the week due to inclement weather or mechanical breakdown, provided the total straight-time hours worked by any Employee in any one (1) week including Saturday make-up time shall not exceed forty (40) hours. No Employee shall be discharged for his refusal to perform such work.

NOTE: Overtime provisions of the 1978-1981 Agreement shall apply to any jobs or projects currently in progress. Jobs awarded on or after 7/1/81 shall be covered by the overtime provisions of this Agreement.

07.00.00 MANNING

07.03.00 Change Rule. An Employee may be changed from one classification or piece of equipment to another classification or piece of equipment and returned to his original classification or piece of equipment only twice on any shift. If an Employee is

changed from one piece of equipment to another piece of equipment, the piece of equipment which the Employee leaves may not operate unless the Employee is replaced by another Employee. This paragraph shall not apply to the Registered Apprentice. This Section may be modified by mutual agreement between the Union and the Employer.

07.03.01 The Individual Employer shall not assign an Assistant to Engineer to perform the work of an Operating Engineer. The Individual Employer shall not assign an Operating Engineer to perform the work of an Assistant to Engineer except by mutual agreement between the Union and the Individual Employer, and except as modified by the Job Placement Regulations Sections 03.12.01, 03.13.00, and 03.15.00. The foregoing shall not preclude transfers for brief emergency or relief periods, provided a replacement has been requested from the Job Placement Center serving the job or project except as provided in 01.03.04.

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

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

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

07.07.01 Generators.

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

07.07.02 Compressors.

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

07.07.03 Welding Machines. (Excluding isolated single units.)

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

These manning provisions shall not be applicable to steel fabrication and tank erection. (See Sections 01.03.01 and 13.00.00 for applicable manning.)

07.09.01 The education, training and disciplining of Registered Apprentices shall be governed by the Operating Engineers Joint Apprenticeship Committee for Utah and the Registered Apprenticeship Standards.

07.09.12 Journeyman and Apprentice Training.

- (1) Journeymen and Apprentices shall become eligible for training (skills upgrading) upon completion of 350 hours of pension credits.
- (2) Eligible Journeymen and Apprentices shall be entitled to six (6) weeks of training in any twelve-

- month period at a designated training center.
- (3) If the training center is located outside the State of Utah, room and board for eligible persons shall be paid for by the Operating Engineers and Participating Employers, Pre-Apprentice, Apprentice and Journeymen Affirmative Action Training Fund.
- (4) Applications for training shall be made by applying at a Utah Job Placement Center.
- (5) Opportunities for training shall be on a space available basis.

11.00.00 SUBSISTENCE AND TRAVEL, RENTED **EQUIPMENT**

11.01.00 On any job, location or project located more than fifty (50) miles from the permanent yard of the Individual Employer, Operating Engineers employed by an Individual Employer who are regularly engaged in the business of renting cranes, truck cranes, hoisting equipment gradalls, truck-mounted pavement breakers, or truck-mounted earth augers, on a fully operated basis, shall receive in addition to their regular and overtime wages a daily subsistence as follows:

\$20.00 per day - Effective 7/1/81

\$22.00 per day - Effective 7/1/82

\$24.00 per day - Effective 7/1/83

12.00.00 FRINGE BENEFITS

following schedule:

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

> \$1.38 per hour - Effective 7/1/81 \$1.48 per hour - Effective 11/1/81

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

> \$.30 per hour — Effective 7/1/81 \$.40 per hour — Effective 11/1/81

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

> \$1.85 per hour — Effective 7/1/81 \$2.00 per hour - Effective 11/1/81

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

\$.17 per hour — Effective 7/1/81

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

> \$1.22 per hour - Effective 7/1/81 \$1.32 per hour - Effective 11/1/81

13.00.00 STEEL FABRICATING AND ERECTING WORK

13.08.00 Subsistence, Travel Time, Travel Expense. Employees covered by this Agreement shall be compensated at the rate of twenty dollars (\$20.00) effective 7/1/81, twenty-two dollars (\$22.00) effective 7/1/82 and twenty-four dollars (\$24.00) effective 7/1/83, per each working day as subsistence pay (in addition to their regular compensation) when employed on any job more than fifty (50) miles from the Employee's "basing point." The Employee's "basing point" shall be the nearest Job Placement Center of the Union, provided that when an Employee is transferred to a job or project his "basing point" shall be the permanent yard or shop of the Individual Employer to which such Employee is regularly assigned. Such compensation shall be paid for the duration of the job.

13.08.08 On jobs subject to 13.08.00, Employees shall be paid travel expense from the yard or shop to job and return on the first and last days of employment there, respectively, at the rate of twenty-five cents (\$.25) effective 7/1/81, twenty-seven cents (\$.27) effective 7/1/82 and thirty cents (\$.30) effective 7/1/83 per mile, and the Individual Employer shall also pay any bridge, ferry, or toll road fares involved.

14.00.00 PILEDRIVING

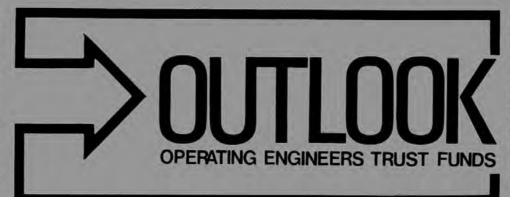
14.08.04 For raising steam on any equipment before a shift begins, except as otherwise provided, effective:

> 6/16/81 11/1/81 \$ 9.68 \$ 9.68

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 workers 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 anotherincluding 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 breakin-service. It means that non-Vested

members forfeit their Pension Credit if they do not perform some work under the Contract over a period of time. Pension Plans cannot be expected to provide the same retirement benefits to those members who spend subminimal time working under the Union Contract. This is only fair and generally Pension Plans provide the maximum benefits to members who worked continuously under the Contract over the longest period of time.

The Pension Plan for Operating Engineers was established in Northern California in 1958 when the Bargaining Agreement called for a contribution of 5¢ per hour of work.

Local 3 members must have 10 years of credited service in order to be Vested (1,000 hours of work during a year equals one year). Once 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 breakin-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.



Asst. Business Manager and Vice President Bob Mayfield discusses benefits with retirees in Hawaii.



Over 200 Local 3 retirees and wives attend recent retiree meeting in Oakland.

Fringe Benefits

By Art Garofalo,

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

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 acci-

dent. 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-wifebecause he never bothered to refile a new Beneficiary Card with us.

Here's another one. An Operating Engineer dies leaving almost \$39,000 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

Beneficiary Cards are always available from your District Office, the Fringe Benefit Center and the Trust Fund Office. They come with a preaddressed 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.



WITH SAFETY IN MIND

By JACK SHORT, Director of Safety

A first hand look at causes of recent crane collapse

Coast

(Continued from Page 4)

appropriate district office for permit applications, planning updates and other coastal information.

During the transition period, the State Commission says it will be processing coastal permits under "greatly streamlined" procedures

Large numbers of permits will be handled on a "consent" calendar, requiring a single vote from the entire commission and no public hearings. Developments that have only minor effects on coastal resources will be placed on this calendar.

In addition to the consent calendar, administrative permits for small projects will be issued by the Commission's executive director. Legislation is now pending to increase the size of a project which could be approved administratively.

This would greatly reduce the amount of Commission time and attention devoted to such projects, and would speed up the issuance of permits in most cases.

Of the state's 67 coastal cities and counties, and the four ports named in the Coastal Act, 19 have completed their Local Coastal Programs (LCPs).

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

Safety problem regarding citation given employer Jakes crane out of Las Vegas had their 165 American Truck Crane on a job on Brannon Ave. in San Jose for Tecon Pacific.



The crane had a lot of boom and a jib, and they were hoisting wall panels from a truck for a Tecon structure. The panel weight was 20,000 lbs. The boom and jib were lost and a lot of damage to the crane occurred.

Jack Short and I were called to investigate the accident. When we arrived there was a hell of a mess of bent and twisted

boom and jib. I talked to the crane crew. The operator said he was picking the panel off the truck and had the boom all the way to the stops to enable a swing past the corner of the first floor of the existing part of the building. He swung the rig and saw he could not clear the corner of building so proceeded to hoist over the first floor. As he began to hoist and swing, he noticed the panel getting closer and moving to his right rapidly, and all at once down came the panel, boom, jib, etc.

We surveyed the area trying to find out what happened. I noticed pieces of aluminum sheeve scattered about. The rest of the jib tip and part of the broken wire were missing. These pieces were small and far apart. In conclusion, the sheeve collapsed cutting the wire and dropping the panel. In turn the boom at this attitude sprung back destroying the boom stops and also the boom jib and rig.

As you brothers can see, this is no quick guess thing. Now for the dumb part. A week or two later I received a letter from Tecon Pacific's lawyer and also their engineer saying they were cited for two things. No certification papers on crane, even though the crane company produced these. Also, the real stupid one, the operator failed to have full control of the crane he was operating. This, brothers, is a crock. The first thing is operator error. Citation and Cal OSHA inspector said the operator swung crane erratic causing the panel to hit the boom, pushing the boom through the stops and over backwards. This is very hard to do. The boom being hit 45 feet up with ten tons would most likely fold forward and left or right depending on which cord was hit.

The next thing is a hearing in front of a judge, almost a trial. This is a real job because usually either the employer or the OSHA people are trying to blame it on operator error.

The State presented the citations. First the one on operator's control and responsibility, and the second one was the certification paper. The certification one was dropped and the OSHA inspector proceeded to establish his qualifications and his case. I attended this hearing as Jack Short had a meeting at Stanford University the same day.

This inspector had a degree in engineering from Holland and one from the State of Washington. After the hearing I surmissed it must

have been for gold fish bowls. Well he kept up his theory about the panel hitting the boom. I asked him how he came to that conclusion. He said on one part of the boom there was some concrete. He showed pictures of two white concrete marks on the bottom of two main cords. Only the two cords had no damage at all and were still very straight. When asked what else, he said he took the broken piece of one inch wire to his office to inspect and test. He said he had no lab, but used his eyes and brain. He came to the conclusion, after the boom collapsed and hit the ground the one inch wire ripped apart. This is hard to take. He said he had a witness, but witness did not show. So he showed more of his pictures and rested.

Tecon then entered its eye witness who saw the panel fall before boom came down.

There were more witnesses. A metal expert from an aircraft firm now in business for himself had a metal test and very good pictures of sheeve showing the excessive wear on one side of the flange and also where the first break started and ended, dropping the wire down over a sharp guide, cutting wire, and dropping panel causing boom to do its crash.

This type of stuff goes on all the time as these inspectors sometimes don't do a good enough job investigating before issuing the citations. This is most likely to be overturned within the next 30 days as our evidence was more and better, and also a lot of common crane sense.

You crane operators can never be too careful. Also, watch what you say as it can be turned against you at times. Work safe.

Sacramento work is slow

District Representative Clem Hoover reports that work in the Sacramento area is the worst it's been in many years. Contractor after contractor have said they do not have enough work to keep their regular crews busy for the remainder of the work season. The Out-of-Work List is larger than it has been in several years. The interest rate has the housing to almost a standstill. There are plenty of subdivisions on the drawing boards, but the interest rates are keeping them from starting.

The commercial work doesn't seem to be hurt to the extent that the housing is. There are several

> Annual Picnic Sacramento District Saturday, August 22, 1981 (11:00 a.m. to 6:00 p.m.) Elk Grove Park

Featured chefs—the membership. No caterers this year. Ken Green has graciously offered us the use of the barbeque from the Redding area. Frank Townley and Ray Morgan will be supervising the preparation of the steaks. Bob Blagg and Harvey Edwards claim they cook the best chili beans around, a la Clamper style. For the children who can't eat a big steak, there will be hot dogs and cold drinks. Salad, rolls, and beer will also be served.

Are there any baseball or horseshoe players in Operating Engineers? If so, let us hear from you for some old fashion competition. Larry Uhde has lined up some fantastic raffle prizes. Ken Allen and Steve Kuster will be serv-

ing free beer.

For tickets contact the Sacramento office.

high rise office buildings going up in downtown Sacramento. They don't require a lot of engineers, but they are good jobs for those that are working on them.

Atlas Mechanical was low bidder at \$5,055,000 for a wastewater treatment plant at Roseville. John F. Otto was low bidder at \$3,786,311 for a state parking garage in downtown Sacramento. Both of these jobs have not been awarded at this time.

W. R. Thomason was awarded a \$3 million job at the Sacramento Port Industrial Park for a mechanical job. This job consists of mostly piping and will not require many engineers.

Negotiations have been heavy the month of May. Negotiations are held with Rancho Murieta (three agreements), Geremia Pools, Cal State Equipment, Kaiser Aluminum, Bird & Son, Amstar Corporation, Teichert Pre-Cast, Concrete Pipe & Products, Sacramento Trenching, and Peri-Bilt Pools. We have coming up for June—H. E. Graf, Inc., California Portland Cement, George's Contractors & Supply, Bacon-Western Co., and Clark's Welding and Machine.

Executive Board Election

At its regular quarterly membership meeting on June 11th, the District #10 Membership elected DEAN HARLAN to serve as District #10 Executive Board Member to fill the balance of a term left vacant by resignation.

Grievance Committee

At its regular quarterly membership meeting on June 11th, the members of District #10 elected JAMES KILLEAN to fill a vacancy on the Grievance Committee.



AL BRITTON IS ABOUT TO BE GROUNDED PERMANENTLY.

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

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

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

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

Call the Underground Service Alert (USA), toll-free at 800/642-2444, and you'll reach a center in Pleasant Hill. Describe where you intend to dig, and PG&E or any of the other 43 sponsors will describe the approximate location of underground facilities. Or a representative will visit and mark the spots for you.

This service is available in all central and northern counties.

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

PGME

INEERS + TECH ENGINEERS + TECH ENGINEERS

TEACHING TECHS BY ART PENNEBAKER, ADMINISTRATOR, SURVEYORS JAC

Teaching Techs

Two sections of the California State Labor Code concerning Apprentices and Apprenticeship Programs have laid dormant for many years.



An excerpt from one Section concerning Public Works reads: "A contractor to whom the contract is awarded . . . shall contribute to the fund . . . in which he employs journeymen or apprentices ... in the same amount or upon the same basis and in the same manner as other contractors do ..." In this case the "Fund" is the Northern California Surveyors Training Fund.

The intent of the Labor Code Section is to insure that all con-

tractors performing Public Works, and being paid by taxpayer dollars, contribute to the education and training of a skilled work force in the State of California in the best interest of all the State's citizens. Until very recently, only Employers who are parties to Collective Bargaining Agreements with Local Union No. 3 have been participating in the cost of training Chief of Parties, Instrument Men and Chainmen/Rodmen

A few months ago the Trustees of the Training Fund and members of the joint Apprenticeship Committee authorized the Administrative staff to pursue the Training contributions from non-subscribing Employers who perform Survey work on Public Works in the same amount or upon the same basis and in the same manner as other contractors.

In California there are virtually thousands of counties, cities, districts, authorities, agencies, assesment districts, improvement districts, etc., etc., each with the ability to award contracts for public Works. 3,000 to 4,000 of these entities, at one time or another award contracts for Survey Services.

There is no central clearing house for all awards so each Public entity has to be contacted separately to determine if recent awards have been made and then each award must be checked to determine if the contractor is making contributions and then an attempt must be made at voluntary compliance by the Individual Employer and then whatever tools are at hand must be engaged to encourage compliance. It is a project of some magnitude.

Experience of the Staff has been that there appears to be a general reluctance on the part of non-subscribing Employers to pay their fair share of training a workpool of qualified Surveyor employees. In addition, many awarding bodies are attempting to stretch their dollars by ignoring the Law, not insisting on compliance and even suggesting that they not bother with the obligation when they submit a proposal for the job.

In spite of the reluctance, ignorance and overt defiance of the Law, a number of non-subscribing employers have been persuaded to comply and several thousands of dollars of contributions to the Training Fund have been generated.

There are however, certain non-subscribing Employers who are not convinced that the California State Labor Code applies to their activities in the employment of

employees on Public Works.

When all reasonable steps have been taken by the Administrator and Assistant Administrator to encourage compliance and the Employer is still delinquent, another Section of the State Labor Code provides: "... In the event a contractor willfully fails to comply . . . such contractor shall: ... Be denied the right to bid on any public works contract for a period of one year ... and ... Forfeit as a civil penalty in the sum of fifty dollars ... for each calendar day of non-compliance ..." It is our understanding that the provisions of the Code Section has never before been imposed for failure to make contributions to a Train-

After many months of investigation and attempts at conciliatory resolution of the matter, a formal complaint was filed and a public hearing was held by the State of California Administrator of Apprenticeship concerning the continued non-compliance by a specific Individual Employer. As a result of that hearing a recent determination was issued by Don Vial, Administrator of Apprenticeship. The findings and determination consist of some 12 pages of legal jargon. The practical points concerning Apprentices and the Training Program appear to be:

Forms Guidelines of the California Apprenticeship Council (8 Cal. Admin. 214)

DETERMINATION

1. Respondent Quad Engineering, Inc. did willfully fail to comply with the provisions of Labor Code Section 1777.5 and shall:

A. Be denied the right to bid on any public works

contract (or awarded such pursuant to any other means of contract negotiation or procedure) for one (1) year from the effective date of this determination.

B. Forfeit as a civil penalty the sum of Four Thousand Seven Hundred Dollars (\$4,700.00) to the General Fund or its equivalent of the city of Woodlake, California (the awarding body herein), which sum is based upon ninety-four (94) days of non-compliance commencing with the first day after the time allowed by the Notice of Non-Compliance of December 15, 1980 that day being the 20th of December, 1980 and continuing throughout the months of December, 1980, January, February, up to and including the day of the hearing, the 23rd of March, 1981.

2. The City of Woodlake shall withhold such sum

from progress payments due respondent upon receipt of this determination for deposit in the city's General Fund or its equivalent (Labor Code Section 1777,7(a) (2) and (c)).

3. The Division of Apprenticeship Standards shall forthwith notify the appropriate state and local awarding bodies in the appropriate area(s) to assure that the enforcement and compliance with this determination is readily

4. This decision shall not be construed to preclude the authority or responsibility of the Labor Commissioner (Division of Labor Standards Enforcement (DLSE)) to enforce payment of such contributions to the Trust Fund as would be due pursuant to Labor Code Section 1777.5 and 8 Cal. Admin. Section 229(e). Accordingly, a copy of this Determination and the supporting documents and evidence shall be forwarded to the Labor Commissioner and appropriate DLSE personnel in the area of the site of the public

DATED:

DONALD VIAL Administrator of Apprenticeship

This is a landmark case that will most certainly have a profound affect on the enforcement of the provisions of Section 1777.5 of the California State Labor Code concerning the financial responsibility for training Apprentices by all contractors who perform Public Works and who are paid by taxpayer dollars. It affects not only the Surveyor occupation, but includes every Apprenticeable occupation included under the California State labor Code. A lot of Employers and Public entities did not believe that it could or would be done and have conducted their activities as if the Law did not exist.

The Determination alone will not solve all of the problems of the world, but it is concrete proof that the law can and will be enforced with a bit of prodding and encour-

Still a lot of miles to drive and a great number of contacts to make, but the effort is paying off.

Talking to Techs

Organizing

Organizing is without question the most important work of the labor movement. It is absolutely necessary for the continued growth and success of any labor union. Or-ganizing efforts in today's real world

is extremely complex. Employers, as we have mentioned in previous arti-cles are spending in excess of \$500 million dollars a year on the so-called management-consultants. These fat cats are no different than the union busters Employers used in the past. They have traded in their brass knuckles and baseball bats for three piece suits and briefcases. You can be sure their contempt and disrespect for workers has remained

The growing inability of the Na-tional Labor Relations Board to protect the rights of Employees to organize corresponds closely with the growth and spread of the so-called management consultants.

Organized labor IS developing and responding to this stepped-up attack on the labor movement. It will be faced squarely and remedied. Listed below is a list of firms your Tech Department has organized in the past year:

Central Engineering, Richmond Construction Quality Control & Consulting Service,

Aliquot Associates, Walnut Creek John E. Haight dba Construction Surveys San

United Engineers, Concord A.W. Calley & Company, Carmichael Kett Surveying, Murphys ARMCO Inspecting Service, Lincoln

Metallurgical Associates, Oakland Exploration Drilling Services, Bethel Island Trans-World Testing Labs, Oakland Delta Construction Staking, Santa Rosa Charles Evans, Vacaville Terry Sturgis, Lincoln Piwarea Surveying, Fresno Western Land Surveyors, San Andreas

Contract Negotiations

Contract negotiations are currently under way with Cooper-Clark and Associates in Redwood City; Western States Testing in Modesto; Bestor Engineers in Monterey; and Pittsburg Testing Laboratories, Emeryville.

Work Picture

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 stake pounding 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 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 period of time one can collect UI benefits. This, of course, is in the absence of a straight-forward plan to create more jobs. Cutting these benefits will not, by any stretch of the imagination, reduce the unemployment rate; it will merely increase the number of persons without a source of income to pay for their BASIC LIVING expenses. Unemployment Benefits merely help support experienced workers until they can find jobs comparable to those lost.

Currently one-third of the unemployed are inexperienced and not eligible for unemployment insurance. These workers line up for jobs requiring less skills. If the Reagan Administration is successful in cutting unemployment benefits in periods when jobs are scarce, this will enlarge the pool of desperate job seekers. Skilled workers, who would have previously collected on Employment Benefits, 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 job vacancies which are needed for young peo-

ple entering the work force.

The impact of Reagan's proposal on society will be the tragic costs of youth unemployment ... crime, drug and liquor abuse. Labor economists forsee the already high social costs of youth unemployment escalating if these proposals are implemented. Perhaps the Reagan Administration should read the full Employment Act of 1946, and the Humphrey-Hawkins Bill of 1978.

Testing and Inspection

The Cost of Living adjustments for Testing Engineers NDT and Trans-World Test Lab are effective 6/1/81. Met Chem Engineering's Cost of Living adjustment becomes effective 8/1/81. The following is a breakdown by classifications of the new WAGE RATES:

TECHNICIAN TRAINEE:

Minimum Maximum Magnetic Particle Tech Level 1 Penetrant Tech Level I Radiographic Tech Level I Eddy Current Tech Level I Ultrasonic Tech Level I Magnetic Particle Tech Level II Penetrant Tech Level II 9.00 Radiographic Tech Level II Eddy Current Tech Level II 10.39 Ultrasonic Tech Level II Health and Welfare 10.88 \$1.40 per hour Pensioned Health & Welfare 15 per hour 1.00 per hour Pension

The work for inspectors is still going strong with new people being hired weekly. There are openings for Soils Technicians, Steel Inspectors, Concrete Inspectors and Construction Inspectors. Qualified Inspectors out of work are getting 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 east of Fresno could be generating more than three times the electricity it now produces by 1990 if all the powerhouses proposed for the area are developed, reports District Representative Claude Odom. After a slump of nearly a quarter-century, hydroelectric construction is on the upswing, thanks in no small way to an expensive dependence on foreign oil and California's rapid growth. Part of this 'new era in hydro' is being powered by prohibitively high costs 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 drainage system, for example, proposed generating projects could increase the existing capacity from about 732 megawatts to around 1,500 megawatts, possibly more. Within the Kings River basin, a nearly four-fold increase could take place, led by PG&E's Helm Creek Project now under construction by Granite, Ball, Groves, (JV) and Wismer-Becker and should be on line sometime

Four, possibly more, new dams are on the drawing boards. Some of the additional electric production will result from improvements to powerhouses and penstocks. Much of the new power will come from projects such as PG&E's Kerckhoff 2 project under construction by Auburn Constructors. A large share will be generated at powerhouses added to dams like Pine Flat where work is in progress now by Fred J. Early. On the eastern slope of the Sierra, more than fifteen small sites are under consideration.

Hydroelectric projects have become so popular that there are competing applications for some sites. The proposed Balsam Meadows project northeast of Shaver Lake is one of twenty-seven hydro sites in California being sought by two or more appli-

Southern California Edison now gets only eight percent of its electricity from hydro sites. Most of that electricity comes from the utility's Big Creek network in the San Joaquin River. The company is canceling plans for any additional nuclear plants and turning to other sources because nuclear power has become too expensive. By improving penstocks and installing new small hydroelectric turbines at Big Creek, Lake Thomas A. Edison and possibly at Florence Lake, the company can generate an additional 100 megawatts. There are three or four other sites where the company might be able to install some lowhead hydro units also.

If Édison put the Balsam Meadow project on line in 1986, it would provide 200 megawatts from a Shaver Lake outlet powerhouse. The cities of Riverside and Anaheim also filed to develop the site. Edison could get another 200 megawatts from the Granite Creek project, also known as the Jackass-Chiquito project. The proposed 280 megawatt facility would be run by the Upper San Joaquin River Water and Power Authority, composed of a dozen San Joaquin Valley water and irrigation districts, including the Terra Bella Irrigation District. The project involves two dams and two

powerhouses, connected by tunnels and using water from Granite Creek and the San Joaquin River.

Below Friant Dam, three small power plants could be installed to generate 25 megawatts. That's enough electricity to supply 19,000 homes. The Terra Bella Irrigation District proposes to install one at the base of the dam and one each on the Friant-Kern and Madera Canals. The project has been estimated at \$35 million.

SCE has also signed an agreement with the Kings River Conservation District to purchase the 120 megawatt capacity of the Dinkey Creek Dam. That project must still be authorized by the FERC.

Farther downstream, Kings River Conservation District has obtained a FERC permit to study the feasibility of a three-mile-long afterbay and a low-head 20 megawatt generation facility located just above Winton Park.

Kings River Conservation District is still studying proposals for a dam at Rodger's Crossing and another one which would raise the lake level at Pine Flat by 15-20 feet.

PG&E officials said they are planning to increase generating capacity at three sites between Balch Camp and Black Rock Reservoir. The existing facilities now produce 335 megawatts.

A contract for the construction of a 160-acre industrial park will be awarded June 15th by the Kerman City Council.

City Administrator-Engineer Cliff Swanson said eight bids have been received and are being evaluated. The apparent low-bidder is the American Paving Company which submitted a bid of \$873,118. The bids ranged to \$1,035,743.

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



Currently under construction and due for completion this October is Turlock Irrigation District's small hydro-electric power plant on the Merced

Canal. Contracted out to Kaweah Construction at a cost of \$2.8 million, the facility will generate 2.8 megawatts.

acres zoned for industry. Installation of sewer and water lines to serve the 160 acres opens the rest for development, Swanson 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 has sought for more than 20 years.

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 obligated to build freeways along State Routes 168 and 180 or to complete Route 41 North of Bullard Avenue.

The City announced recently it would appeal the decision.

The lawsuit first filed in Fresno County Superior Court in 1976 is based on a series of freeway agreements it had signed with the State.

Representatives from two agencies pushing for the Granite Hydroelectric 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 Edision, which may buy up to 75 percent of the power generator.

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

The proposal calls for diversion of water from the San Joaquin River near Iron Creek into tunnels to power plants at dams in Jackass Meadow and Chiquita Creek Canyon

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, Kovac Equipment Co., Gralift Inc. and will start soon at Edward R. Bacon Co. Hopefully, some contracts will be ratified as of this printing.

Work lags in Redding

"The work in the Redding District has lagged this work year," reports District Representative Ken Green, "but we knew this was going to happen when we heard the outcome in the November 4, 1980, 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 start around the country and most are from local contractors who call their old hands back to work.

Stimple-Baker and Associates are working in Redding area, Eureka 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 be 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 Corning 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 have had in past years. Tullis and Belli 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 the over-lays are up for grabs in the north end of the state.

"I have had many inquiries on the Cottonwood Creek Projects both from the News media and from members," Green reports. "As I see the problem with the Peripheral Canal - I do not expect to see the construction of the Twin Dam Project in the next 10 years. Only after Los Angeles is cut off from water from Oregon will the Bureaucrats in Sacramento and Washington, D. C., get off their duffs 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 Anderson on August 29, 1981. Each year we try to make some improvements in our portable rotisserie barbecue. This year the V.O.T.E. organization spent many weekends prefabing an electric winch and boom. After many hours of welding, cutting and 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 Toten who will be running for Sheriff next June and we all were 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 241-0158 and we will be more than happy to make arrangements for their delivery.



Working for Kaweah 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 3 for 17 years

SWOP Shop: Free Want Ads for Engineers

FOR SALE: 1968 TRI GT6 rebuilt engine, mags & new paint job. 32 mpg. \$1,800 or best offer. Ask for Rich or Bob. 415/490-0168. Robert D. Sheppard, Jr. Reg. #1006715. 5/81.

FOR SALE: 2 BEDROOM HOME, new vinyl siding, oil furnace, 2 barns tack & feed rm. equipped for 3 horses, 2 chicken sheds, fenced. 1.40 acres fenced & cross fenced, part in pasture. 4 blks to town. Charles W. Gardner, 195 N 2nd W, Monroe, Utah 84754. 801/527-4245. Reg. #0351398. 5/81.

WILL TRADE MY U.S. SILVER

WILL TRADE MY U.S. SILVER DOLLARS for your foreign coins. G. Lambert, P.O. Box 21427, San Jose. Ca. 95151. Call 408/226-0729. Reg.

#1225584. 5/81.

FOR SALE: 6" GOLD DREDGE, 4-5" combination gold dredge. Phone 1-209/274-4174. Reg. #0888742. 5/81.

FOR SALE: FORD 1970 1-ton service truck, tool boxes, radio, air cond., 3500 lbs front axle, hvy duty rear end, auto. transmission, 55.000 actual mi. 84,500. Carl Landrum, 5033 Brian Ct., Fremont, Ca. Ph. 415/656-1963. Reg. #1230135. 5/81.

FOR SALE: 40 AC. Trinity Co, Ca. Hway frontage, scenic views, all utilities. 25% down, or 854,000. Owner will finance at 10%. Fred Carrier, 22152 Bloomingdale Rd., Palo Cedro. Ca. 96073. Ph. 916/244-4945, Reg. #1157759. 5/81.

FOR SALE: JOHN DEERE 310A BACKHOE w/24" bucket, 280 hours, A1 cond. Ron Sousa, 22420 Western Bivd., Hayward, Ca. 94541. Call 415/581-3066. Reg. #1087734. 5/81.

FOR SALE: TRUCK TIRES 8:25× 20, 9:00×20, 10:00×20, 11:00×20. 810 and up. L.E. Mulhair, 97 Southridge Wy, Daly City, Ca. 94014. 415/ 333-9006. Reg. #154371. 5/81.

FOR SALE: POWER TAKEOFFS 825 each & pumps 850 ea. for 10 wheeler & semi-dump trks. Walking beams for 1974 Eaton Hendrickson 862.50 ea. L.E. Mulhair, 97 Southridge Wy, Daly City, Ca. 94104. 415/333-9006. Reg. #154371. 5/81.

FOR SALE: MACK MOTOR & all parts except cracked block. Inc. carburetor, generator, water pump, starter. 8400. L.E. Mulhair, 97 Southridge Wy. Daly City, Ca. 94104, 415/ 333-9006. Reg. #154371. 5/81.

FOUND: AT THE EUREKA 20th annual crab feed, a camera. Call Eureka office, 707/443-7328 and

FOR SALE: \$34,000 B/D MOBILE HOME 20x48. 1978 Santa Rosa Adult Park, Coddingtown. 2 BR 2 BA, cooler, wash, dry, freez. Credit Union mort. R. C. Weiskotten, 3118 Loretta Way, Santa Rosa, Ca. 707/542-8309, Reg. #0865582. 6/81. FOR SALE: 12.9 ACRES in Rancho Haven, 30 ml. from Reno. \$20,000 cash or terms. Jay O. Baker, 313 J Street, Sparks, Nev. 89431. Ph. 702/358-8778. Reg. #0607977. 6/81. FOR SALE: WATER TRUCK, 2800 gal.

FOR SALE: WATER TRUCK, 2800 gal. 1961 k.w., 250 eng. w/blower (270) out of frame major 1 year ago. Side, front & rear sprays, piped for jetting. Pony eng. compl. overhaul rec. Gd. rubber. \$12,000. Water tank, 2500 gal. \$1100. Rear end for white trk, 10 spd trans. Frank P. Dye, 408/274-5370. Reg. #0848357. 6/81.

FOR SALE: 35 ACRE RANCH inc. house, 2 barns, equip. Water rights, gravity flow irrigation, Trinity Co. 8250,000. Gilbert H. Edgerton, 2681 N. Bonnyview Rd., Redding, Ca. 96001. Reg.

#1025237. 6/81.

FOR SALE: BLD. WIDE MOBILE HOME, central heat, a/c, 2 BR, 1½ bath, garage, wk. shop, pool w/deck, screened cabana w/barbq, fenced, nr. Corning on level 2½ ac. 856,000. Will consider small acreage as part payment. 916/824-1363. Gerald Boyle, PO. Box 743, Corning, Ca. Reg. #0671365. 6/81.

FOR SALE: WELL DRILLING RIG completely recond. Comp. w/tools, mounted on 1½ T Chevie trk. \$12,500. Phone 916/824-1363. Reg. #0671365. 6/81.

FOR SALE: USED STEAM CLEANER, completely reconditioned. Ph. 916/ 824-1363 Reg. #0671365 6-81

824-1363. Reg. #0671365. 6-81.

FOR SALE: MAN'S BICYCLE w/2 ex. wheels \$20. Saber saw like new \$12.50. 100 sq. ft. new Rustic, 9 or 9½" wide, 55° running ft. Used Rustic approx. 1000 sq. ft. 7 or 7½" wide, 50° run. ft. 100 ft. new base trim 3½" for window & doors 69° ft. Lawnmover \$15. L. E. Mulhair, 97 Southridge Wy. Daly City, Ca 94014. 415/333-9006. Reg. #154371. 6/81.

FOR SALE: 1977 HILLCREST, 12x70' w/expando, 3 BR, 1½ ba, 816,000. 73 Ford 1 T w/util. bed, new motor, chrome rims 84,500. 3 old oak desks, 1 roll top. Jim Upton, 1941 N. Motel Dr., Sp. 86, Fresno, Ca 93705. 209/441-7496. Reg. #1812629. 6/81.

WANTED: DESCRIPTION & PRICES of mobile homes and/or mobile home properties by mail in Chico, Paradise or Oroville, Ca. areas. No brokers please, Paul E. Hesalroad, P.O. Box 1324, Raton, N.Mex. 87740. Reg. #0749210. 6/81.

FOR SALE: HYSTER D7J HYD. logging winch \$6,000. FP carry all 16-18 yds \$2,500. Allis Chalmers Model B tractor serial no. B68055 \$2,000. Joshua Bassi, P.O. Box 732, Placerville, CA 95667 Ph. 916/622-0723. Reg. #0346961. 7/81.

FOR SALE: 72 CORVETTE T-TOP full custom, 350, 4-speed, air, am-fm tape & power booster. Real show car. 415/724-8144. Reg. #1225929. 7/81.

FOR SALE: ONE MAG WHEEL and good 678-15 tire for '67 Buick Riviera. One 22 cal. Marlin rifle w/weaver scope. \$50 ea, both for \$85. Ivan G. Martin, 415/533-7999, Reg. #0640879. 7/81.

FOR SALE: BEAUTIFUL SETTING, on 1-2/3 ac. 2 BR, 1-1/2 baths, lg. rumpus

rm, 2 full kitchens, new w/w carpeting, lg. front porch, overlks sprg-fed stream yr round. Gravity-flow water, 2-car garage, extras. Owner financing @ 10%. Louis E. Eck. 2510 Hwy. 199, Sp. 40, Crescent City, CA 95531. Ph. 707/458-3523. Reg. #0346986, 7/81.

WANTED: D-8 2-U CAT PARTS. Need swing frames, rollers, tracks & sprockets. A. Zehnle, 5811 Live Oak Lane, Redding, CA 96001, Ph. 916/243-5819. Reg. #024443, 7/81.

FOR SALE: 300 GAL. ESSICK oil trailer \$2,900. Layton Elec. Paving Box \$6,500. Layton 2-3 T roller rebit eng. \$6,500. AC model D grader rebit eng. \$9,000. Call 408/688-6505. Reg. #1142763. 7/81.

FOR SALE: HOME ON GOLF COURSE in The Villages, San Jose. Two BR, two bath, two patros, dbl garage. \$148,500 assumable loan, upgraded. Arthur Reynolds, 6163 Montgomery Pl, San Jose. CA 408/274-4738. Reg. #282585. 7/81. FOR SALE: 3 BR HOME, dbl garage, firepl.,

FOR SALE: 3 BR HOME, dbl garage, firepl., basement. Campgr., 12 hookups, laundromat, showers & rest rms. 4 ac. edge of town. Tourist/recreat. area. \$125,000. Owner fin. w/reas. dwn pay. W.E. Howlett, P.O. Box 881, Monticello, Utah. 84535. 801/587-2974 aft. 6 pm. Reg. #1761588. 7/81.

FOR SALE: DELTA TABLE SAW, 2 h.p. commercial, fully equipped \$175, 1960 Cushman gas golf cart, 4 wheels. Arthur Reynolds, 6163 Montgomery Pl., San Jose, CA 95135, 408/274-4738, Reg. #282585, 7/81.

FOR SALE: 16 FT JET BOAT, 455 Olds, Excellent condition, \$4,000 or best offer. Kenton E. Love, 1115 Mattos Dr., Vallejo, CA 94590, 707/644-9456. Reg. #1251252, 7/81.

FOR SALE OR TRADE: '76 DODGE equipped for travel trailer towing. Wayne Keller, 1650-18th St., Oroville, CA 916/533-7175. Reg. #0802678. 7/81.
FOR SALE: 1960 25 FT CHRIS CRAFT

FOR SALE: 1960 25 FT CHRIS CRAFT cruiser w/hd., galley, 40 gal. fresh water tank, exc. cond. Sleeps 6+, full canvas. \$5,500 firm. Ph. 707/643-7246. Reg. #1098191. 7/81.

FOR SALE: 73 TIMBERLINE TRAILER 25½, new awning, air cond., elec. hookup, may be seen anytime. L. Woore, 160 Lois Ct., Pleasant Hill. Ph. 415/685-9546. Reg. #0268131, 7/81

FOR SALE OR TRADE: 4000W R.V. GEN-ERATOR MC 40, remote control \$1,000. Want 6000 W. Used 7 hrs. E. O. Hagle, 150. Wright Ave., Morgan Hill, CA 95037. Ph. 408/779-3663. Reg. #307911. 7/81. FOR SALE: FORD DIESEL 801 tractor

w/attachmnts Wagner loader & bucket, & forklift attac. 2-way hydraulic scraper. power steering. runs gd. \$6,000. Henry P. Sand, Jr., 209/239-2242. Reg. #1101983. 7/81.

FOR SALE: FORD V-8 GAS MOTOR 292 cu. in. or 312 cu. in. w/radiator, runs gd. Came out of H.D. pickup. \$200. H. P. Sand, Jr., 209/239-2242. Reg. #1101983. 7/81.

FOR SALE: WISCONSIN 2 CYL. hand crank mod. #T-HD. H.P. 18 hr. Serial #2918952. Complete motor. \$200. Henry P. Sand, Jr. 209/239-2242. Reg. #1101983. 7/81.

FOR SALE: 1950 FORD FLATBED 12' (1960 Dodge eng.), air for th. \$1,500. Hvy

duty tilt trailer 19' air brakes \$2,700. Cat D-6 Hydro angle doxer \$9,500. Lawrence Brown, 4170 N. Irving, Kingman, Arizona 8a6401. Ph. 602/757-5501. Reg. #607301. 7/81.

FOR SALE: 17 FT DORSETT Deep V. 140 1/B Merc, cruiser. Vanson trailer. Very gd. condition. \$3,750. Don Riggs, 772 Via Granada, Livermore, CA 415/449-5573. Reg. #0900556, 7/81. FOR SALE: 1975 YAMAHA, 175 Enduro.

FOR SALE: 1975 YAMAHA. 175 Enduro. 1,700 mi. Very gd. cond. \$400. 1974 Honda C.B. 175 street legal electric start. Very gd. cond. 3,700 mi. \$400. Don Riggs, 772 Via Granada, Livermore, CA 415/449-5573. Reg. #0900556. 7/81.

RULES FOR SUBMITTING ADS

• Any Operating Engineer may advertise in

these columns without charge any PERSONAL PROPERTY he wishes to sell, swap, or purchase Ads will not be accepted for rentals, personal services or sidelines.

 PRINT OR TYPE the wording you want in your advertising on a separate sheet of paper, limiting yourself to 30 words or less, including your NAME, complete ADDRESS and REGISTER NUMBER

 Allow for a time lapse of several weeks between the posting of letters and receipts of your ad by our readers

 Please notify Engineers Swap Shop as soon as the property you have advertised is sold

 Because the purpose should be served within the period, ads henceforth will be dropped from the newspaper after three months.

 Address all ads to Engineers Swap Shop, DALE MARR, Editor, 474 Valencia Street, San Francisco, Calif 94103 Be sure to include your register number. No ad will be published without this information.

Personal Notes

Santa Rosa: We learned that Brother Bob Innis had a heart attack but is now out of the hospital and recuperating nicely. Best of health to you Bob, and keep up the good work on your recovery.

We regret having to report the death of Elwood Bufkin who suffered a heart attack. Our deepest sympathy is extended to the family and

friends of our late Brother.

Our sincerest condolences go to Brother Colvard on the recent death of his wife, Lois.

Congratulations to Bill and ReEllis Newman on the birth of a beautiful baby girl. Also congratulations to Rod McBain and his wife, who also welcomed a darling baby girl.

Sacramento: We would like to extend our sincere sympathies to the families and friends of departed Brothers Dennis Cash, Grove Collins, Glenn Gurley, Edward Hicks, and Adolph Totzke.

We are sorry to report the death of Brother Raymond Vessell, age 32, who was killed in a motorcycle accident on June 3, 1981. Raymond was indentured into the Apprenticeship Program August 31, 1976, and was advanced to a journeyman October 29, 1979. He was working for Ed Mallory Constructors as a lube engineer. Our heartfelt sympathy is extended to his widow Carol.

We are also sorry to report the death of Brother Henry Travis Hayer, age 36, who was killed in an auto accident on June 5, 1981. Travis was employed by Teichert Construction. Our heartfelt sympathy is extended to his widow Janice and children.

Our condolences are extended to retired Brother Cecil Boyd on the passing of his wife Ina.

Oakland: We are happy to report that Brother Oren Center is back on the job after successfully undergoing open heart surgery. Glad to see you back Oren.

We would also like to express our sincerest condolences to 36-year member Richard Pence of Fremont and his family on the recent death of his wife, Grace Pence who passed away on July 3.

DEPARTED BROTHERS

Business Manager Dale Marr and the Officers of Local 3 extend their sympathy and condolences to the family and friends of the following deceased:

NAME/ADDRESS	DECEASED
Arakaki, Masamitsu (Inge-Wife) 2348 Ahakuka Place, Pearl City, Ha	6-3-81 waii
Baptista, Manuel (Fremina-Wife) 5075 Keystone Drive, Fremont, Cali	6-1-81 ifornia
Bufkin, Elwood (Dorothy-Wife) 1600 Tallac Street, Napa, California	6-6-81
Callaway, Mark (Janis-Wife) 157 Nadine Street, Livermore, Calif	6-20-81 ornia
Cardani, Caesar (Mary—Wife) 800 Girard Street, San Francisco, California	6-18-81
Daniel, James (Nisha—Wife) 43620 Montrose Avenue, Fremont, California	6-5-81
Davis, Paul A. (Bernice—Wife) 4718 Hayter Avenue, Lakewood, California	5-22-81
Emerson, Eber (Eva—Wife) 644 Burlingame Avenue, Redwood (California	6-3-81 City,

Gardner, Ivan C. (Helen-Wife) 5662 Auburn #27, Sacramento,	6-24-81	Little, Haskel (Betty—Wife) 34766 Osage River, Fremont, California	6-18-81
California Giacomini, Mervin (Afton—Wife)	6-18-81	Malnati, Kenneth (Malnati—Father) 270 Casa Grande, Petaluma, California	6-13-81
251 Morningsun Avenue, Mill Valley, California	0-10-01	Mendonca, John (Doris Muller—Daughter) 1331 Hillview Drive, Livermore,	5-19-81
Halpin, George (Rose—Wife)	6-10-81	California	
220 Nelson Avenue, Pacifica, California Hamilton, Chester L. (Virginia—Wife)	4-30-81	Mercer, Robert (Patricia—Wife) 5780 Hecker Pass, Gilroy, California	5-31-81
Box 476, Aurora, Utah	5 26 91	Muzzy, Leon D. (Helen-Wife)	6-3-81
Harmon, Glenn K. (Frances—Wife) 485 N. Main Avenue, Warrenton, Oregon	5-26-81	2500 Noble Avenue, Alameda, California Olson, Albert A. (Kathy—Wife)	6-19-81
Hayer, Henry T. (Janice—Wife)	6-5-81	P.O. Box 6191, Santa Rosa, California	2701
5641 Dry Creek Road, Rio Linda, California		Rogers, James (Doris—Wife) Route 1, Box 209, Antioch, California	6-7-81
Henrici, Ray (Inez-Wife) 809 Oak Street, Yreka, California	6-14-81	Sizer, Donald (Florence—Wife) 2840 Center Lane, Antioch, California	6-17-81
Jacques, Fred (Alice—Wife) Star Route 3, Pioneer, California	6-6-81	Stratton, Robert (Marian-Wife) P.O. Box 158, Cloverdale, California	6-18-81
Kapua, David (Mildred—Wife) P.O. Box 22905, Honolulu, Hawaii	5-18-81	Thomas, George (Thelma—Wife)	5-23-81
Kelsom, Clement (Hilda—Wife)	6-11-81	854 Laurel Štreet, Alameda, California	
P.O. Box 421, Wahiawa, Hawaii	5-28-81	Vessell, Raymond (Carol—Wife)	6-3-81
King, Irvin B. (Alice—Wife) 9497 Fleetwood Drive, Lemmon Valley,	J-20-01	P.O. Box 51, Georgetown, California	
Nevada	9 33 65	Wood, Leonard (Clara-Wife)	6-9-81
Latorre, William (Lawson—Son) Box 77, Cool, California 95614	6-20-81	2775 Franklin Canyon, Martinez, California	

July Eureka: Engineers Bldg., 2806 Broadway Redding: Engineers Bldg., 100 Lake Blvd. Oroville: Village Inn, Oroville Dam Blvd. 14th 15th 16th 23rd 29th Fairfield: Holiday Inn, 1350 Holiday Lane Honolulu: United Public Workers Union Mtg. Hall, 1426 N. School Street 30th

Hilo: Kapiolani School, 966 Kilauea Ave. Maui: Cameron Center Auditorium, Rm. 1 & 2,

95 Mahalani Street, Wailuku

August

Stockton; Engineers Bldg., 2626 N.

California St.

6th Sunol: Sunol Valley Country Club, Hwy. 680 & Andrade Road

Fresno: Engineers Bldg., 3121 E. Olive Street Sacramento: Woodlake Quality Inn, Hwy. 160 \$ Canterbury Road Honolulu: Washington Intermediate School, 1622 South Vine Street 11th 18th

29th 1633 South King Street

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	\$141	(Per Qtr.)	
Local 3E	\$141	(Per Qtr.)	
Local 3R	\$141	(Per Qtr.)	
Local 3D	*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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Dear Credit Union:

I'd like to take advantage of the upcoming tax break. Please send me the following:

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□ I haven't opened a Phone-A-Loan account, please send me an application.

OPERATING ENGINEERS LOCAL UNION NO. 3 CREDIT UNION P.O. Box 2082 Dublin, CA 94566

IMPORTANT

Detailed completion of this form will not only assure you of receiving your EN-GINEERS NEWS each month, it will also assure you of receiving other important mall from your Local Union. Please fill out care-fully and check closely before mailing.



REG. NO._

LOCAL UNION NO.

SOC. SECURITY NO._

NAME_

NEW ADDRESS ___

CITY & STATE _

Clip and mail to Engineers News, 474 Valencia St., San Francisco, CA 94103

Incomplete forms will not be processed

Attend Your Union Meetings Mayfield appointed Asst. Business Manager

(Continued from Page 1)

field's ability to assist me in the many responsibilities we will face in the coming months," Marr added. He noted that Mayfield's many yeas of service as a rankand-file union member, business agent, district representative and officer of Local 3 have provided him with a "wealth of experience and knowledge" that will be in-valuable in his capacity as Asst. Business Manager.

Mayfield, in accepting the ap-pointment stated: "I am gratified with the unanimous support of the Executive Board and I will do my best to merit the confidence and trust the members of this union have given me over the years.

"I've never been afraid of hard work," Mayfield added, "and I'm proud of the things I have been able to do for Local 3. None of these accomplishments would have ever happened though, without the help of some very dedicated representatives and the excellent direction given by our Business Manager, Dale Marr." Bob Mayfield is a native of

Yuba City, CA where his father was a member of Local 3 since the late 1930's. He joined Local 3 as an operating engineer in 1956 and for the next 12 years worked in the trade throughout California, Nevada and Utah—"wherever the big jobs were," he recalls. In April 1967, he was hired as a

Business Agent for the Oakland District and serviced the eastern Contra Costa area during the time when the eastern leg of BART was under peak construction and there was a boom in refinery construc-

tion and housing.
In late 1969, Mayfield was sent for a brief time to the Marysville District and was then appointed to be District Representative in Sacramento in 1970.

Later that year he was sent to Guam to be District Representative when military construction and housing were booming because of the Vietnam War. In 1971, Mayfield serviced the central and southern area out of the Provo, Utah office for a short time before

Utah Contract

(Continued from Page 1) tractors employed on a job where the general contractor is signatory to comply with the full terms of the contract, including the payment of union wage scale, whether or not the subcontractor is union. According to Asst. Business Manager and Vice President Bob Mayfield, "the employers committee was dead set against granting this clause and stopped just short of a strike before giving

 Using the same concepts negotiated into the last Northern California Agreement, the new Utah agreement strengthens the union's authority to audit firms suspected of being delinquent in the payment of fringe benefit money into the trust funds. Under the contract, if a contractor refuses to let an audit go forward, the union can shut his jobs down until the problems are resolved.

 Several entirely new job classifications were added to the agreement, reflecting the trend towards larger equipment. Operating Engineers working on CAT D10's, Komatsu 455 and other large tractors and dozers will receive Group 9 pay. Oprators of Holland Loaders with 60-inch belt or larger receive Group 11A

moving back to San Jose as the District Representative. He served there for three years and was then appointed District Representative of Oakland, which makes him the only Local 3 member to be District Representative of the Union's three largest districts

In December 1973, Mayfield was elected Vice President of Local 3. Under Business Manager Dale Marr, he was given administrative responsibility over the Nevada and Utah districts. He pioneered Local 3's organizing drive into the gas, oil and geothermal drilling industry.

Under his supervision, the drill-ing industry in Northern California received its first collective bargaining agreement and jointly administered benefit trust funds. "We also organized the first Drilling Association in the statesomething everyone said would never be done," Mayfield adds.

In addition to these responsibilities, Mayfield also is in charge of the Delinquent Employers Dept., which goes after contractors delinquent in paying their fringe benefit money. When he took charge of the department in 1973, there was over \$2 million in outstanding uncollected money throughout the

Today, there is less than \$150,000 in outstanding unthere is less than collected money on any given month—an unprecedented reduction in light of the 3,000 contracts and 35,000 members within Local 3's jurisdiction.

In the process, he helped to pio-neer contract language on many agreements giving the union strong enforcement and auditing powers against delinquent con-tractors. Unions throughout the country have borrowed this language from Local 3 to use in their own agreements.

Mayfield is also over Local 3 organizing, and has supervised many organizing drives, including the organizing of the Carr Fork Mine in Utah which now employs 650 miners and equipment operators—over 400 of which are members of Local 3.

He also oversees the instructors at the Rancho Murieta Training Center and has been instrumental in negotiating many of Local 3's project agreements in Utah and Nevada.

More from Mayfield

(Continued from Page 5)

return for this project agreement. I have read these guidelines, and all items are not that offensive in light of a guaranteed \$5 billion worth of new work. Literally, this project is the biggest thing to be built in this country, besides the Alaskan Pipeline, and in the course of completion would employ several thousand Building Trades' workers and in this project's duration, the Operating Engineers would be the recipients of several hundred quality jobs. It is absolutely necessary that the Building Trades of this State get their heads together, and at almost any cost complete this project agreement in a fair and prompt manner.

In closing, I will say throughout the month of July, I will be spending my time almost totally in the State of Utah, working with this State's business agents, because between July 1st through August 1st, we must complete at least six Rock, Sand and Gravel contract renewals, the complete Custom Agreement, and, likely, the Anaconda Carr Fork Mine, where at this time around 650

employees now work.

NOTICE OF DUES INCREASE

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 (\$.50) per month for each One Dollar (\$1.00) per day 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 with 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 are 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 increase temporarily suspended varies from unit to unit and the members will be notified of the amount applicable to their respective unit.

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