

# ENGINEERS<sup>NEWS</sup>

VOL. 54, NO. 7

OPERATING ENGINEERS LOCAL UNION NO. 3

ALAMEDA, CA

JULY 1996



## DYNAMITE!

**Blasting marks the beginning  
of Kiewit Pacific's \$43 million  
Los Vaqueros Dam**

*(see article p.9)*

*Inside . . .*

Master Agreement Ratification

Construction Jobs and Politics

Political Activism

COMET for Apprentices



## FOR THE Good & Welfare

By Tom Stapleton  
Business Manager

Someone once said, "What this country needs is more unemployed politicians." Although I've never really considered myself a politician, the fact that Local 3's business manager serves by democratic vote of the membership makes me a politician of sorts, I suppose.

After 14 years at the helm of our union, I feel the time has come for me to step down from my position as business manager of the Operating Engineers Local Union No. 3. I will therefore be resigning from my normal duties effective July 28, 1996. I will, however, retain my position as a general vice president of the International Union.

It's not easy to leave this job. From the day I got out of the Navy after World War II, this union has been my life. It brought me a decent living as a heavy equipment operator. Later as a business agent and then an officer, this union gave me the opportunity to work with a lot of terrific members. Everything my family and I have we owe to Local 3. It is the greatest organization in the country.

We've all seen athletes—even some of the great ones—who tried to hang on to the game longer than they should have. I don't want to be guilty of that. Fifty years in this business working long hours and traveling hundreds of thousands of miles every year can wear down anyone, especially after butting heads month in and month out with hard-nosed Republicans in Sacramento.

The local union by-laws calls for the remaining five constitutional officers to select by majority vote a new business manager when a vacancy occurs before the expiration of a term. A change in leadership will provide the opportunity for fresh ideas and renewed energy. I'm confident the officers will put the needs and interests of the union first as they fulfill their obligation to move our union forward under new leadership.

I've been asked why I've chosen this time to resign as business manager. It's important for my replacement to have an opportunity to take the programs that have already been set in motion during this administration and carry them forward under his own leadership. I'm confident my successor will do a good job for the membership and I hope you will give him the same kind of commitment and support you gave me.

Ultimately, however, it will be the members who choose their leaders by democratic vote. The coming year will give the membership a good opportunity to evaluate this administration.

I'm not one for long speeches or sentimental goodbyes. But I have one thought that I will leave for those who will take the reigns of leadership. We must never forget that this great union belongs to the members. Our members deserve nothing less than the very best job we can do for them. That is the one principle that has kept me forging ahead these past 14 years, even when the going got very tough.

Serving as the business manager of what I firmly believe to be the greatest local union in the country has been a tremendous experience that I will never forget. I feel very good about what this administration has accomplished and express my deepest appreciation to all who have stepped up to the plate to be a part of the team.

## A farewell message

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### On the cover:

*Kiewit starts construction of the Los Vaqueros Dam with major blasting in late 1995.*

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# Members ratify new Master Agreement

*New contract provides for modest wage increases, prevailing wage protection*

Local 3 members in Northern California ratified in July a new three-year Master Construction Agreement. A 79 percent majority of the members who attended the ratification meetings held in every district from June 24 to July 11 voted to accept the new contract. The new Master Agreement went into effect June 16.

"This was probably the toughest negotiations I've been involved in," said Local 3 Business Manager Tom Stapleton. "The assault on prevailing wages by Governor Wilson created a lot of anxiety for the employers, and that presented a lot of problems for us. But we were able to negotiate a contract that's fair for our members and, at the same time, helps our employers stay competitive."

## Adverse bargaining climate

The adverse bargaining climate stems from the Republican assault on prevailing wages in the Assembly and Gov. Pete Wilson's attempt to lower prevailing wages through administrative rule changes. Although labor has been able to fend off the attacks in the Legislature -- thanks to a Democratic majority in the state Senate -- labor has been unsuccessful at stopping Wilson from moving ahead with administrative changes in the law.

As a result, there has been considerable uncertainty among employers on how Wilson's changes in the prevailing wage law would affect wage determinations throughout the state, particularly outside the Bay Area. These concerns were a driving force in most of the discussions at the bargaining table.

## Employer demands

The employers initially demanded major concessions which would have radically changed the Master Agreement, Stapleton explained.

Among the employer demands was geographic determination of wages and fringes. They wanted one rate for the Bay Area, a lower rate for the San Joaquin Valley area and an even lower rate for the mountains. They also proposed eliminating Area 2 pay, a 60 percent rate on all work not covered by prevailing wages, overtime only after 40 hours a week, a "rolling four-ten" work week and reduced wage rates for all work under \$500,000.

They also wanted composite work crews and total discretion on manning, including the elimination of oiler requirements, the ability to assign oilers to operate equipment for up to a half-shift and a reduction in asphalt plant crews from two employees to one.

## Union goals

After 22 separate meetings involving over 130 hours of formal negotiations, the union convinced the employers to back away from most of these demands and accept a more reasonable approach to meeting the challenges facing the industry, including language that would protect union contractors in those areas where the current assault on prevailing wages is threatening their competitiveness and survival. Key features of the new Master Agreement include:

### Members cast their votes at a ratification meeting



### Wage increases

The new Master Agreement provides for a 2.65 percent wage

increase effective June 16, 1996, a 2.58 percent wage increase effective June 16, 1997, and a 2.52 percent increase effective June 16, 1998. This represents a 65-cent-per-hour increase in each

of the three years for Group 4. Wage increases vary from 48 cents to 76 cents per hour depending on classification.

## Prevailing wage protection

Language was added to protect union employers who bid on public works jobs where the prevailing rate has been reduced below the Master Agreement rates, or repealed by a city, county or local agency.

If there's a non-signatory prime contractor on a planholders list or there is no planholder list for a job for which there is prevailing wage determination, the wages, fringe benefits and other applicable provisions of the prevailing wage determination shall apply to the job.

On jobs where there is no prevailing wage determination, the wage and fringe benefit rates set forth in the Private Work Agreement that is applicable to the job will apply to the job. If no Private Work Agreement applies, the wage and fringe benefit rates in Addendum A (see details later in this article) will apply if applicable. If the Addendum is not applicable, the Market and Geographical Area Committee will, upon an individual employer's request, establish the wage and fringe benefit rates and working conditions for the project.

## Racial and sexual discrimination

An employee who is terminated by an individual

**T.J.,  
YOU  
WILL  
BE  
MISSED**



Moments after Business Manager Tom Stapleton, second from left, announced his resignation at the July 13 semi-annual meeting in San Francisco, congratulations came from President Don Doser, far left, Treasurer Pat O'Connell and Financial Secretary Max Spurgeon.

employer for discrimination based on race, sex or other basis prohibited by employment discrimination laws including race or sexual harassment, may not register with the Job Placement Center for 15 days following the date the employee is terminated for a first offense, and may not register for 30 days following the date the employee is terminated for any subsequent offense. Grievances on the employee's behalf will be expedited.

## Non-prevailing wage work under \$200,000

In order to help union employers compete more effectively against the non-union on parking lots and other small jobs, language was negotiated that applies to any work not covered by the prevailing wage under \$200,000. This language covers the Bay Area counties of San Francisco, San Mateo, Santa Clara, Alameda, Contra Costa, Solano and Marin. Addendum A rates apply to this work.

A new classification of Entry Level Operator will be used. This classification applies only on non-prevailing wage work under \$200,000. The Entry Level Operator may not displace current employees. Employers may hire up to two Entry Level Operators for every one apprentice, up to 30 percent of the job. There will be four steps of 1,250 hours each, and the Entry Level Operator will not have hiring status during the four steps. They will be eligible for journey-level status at 5,000 hours.

Wage rates for Entry Level Operator range from \$13.50 for Step 1 in the Bay Area to \$16.50 for Step 4 in the Bay Area. In other areas, the wage rates range from \$11.50 for Step 1 to \$14.50 for Step 4.

## Apprenticeship Fund

Four cents has been added to the Affirmative Action contribution to provide needed funding for the apprenticeship training program. Effective July 1, 1996, the contribution into this fund will be 49 cents per hour.

Effective June 30, 1997, the contribution rate may be increased by up to an additional 5 cents per hour if the Affirmative Action Trust Fund's Board of Trustees determines it is necessary. Any amount not allocated will go to wages.

Effective June 29, 1998, the contribution rate may be increased by up to an additional 5 cents per hour if the board of trustees determines it's necessary. Any amount not allocated will be allocated to the Health and Welfare Trust Fund, up to 2 cents, as provided for in Section 12.02.00 and/or Wages.

**con't on page 20**

# Building bridges

**A behind-the-scenes look at how vigorous political action creates jobs for Operating Engineers**



▲ **Labor leaders and local politicians attend a groundbreaking ceremony July 3 for the Daniel C. Palamidessi Bridge in West Sacramento. Among those in the photograph are Local 3 President Don Doser, District Rep. John Bonilla and Business Rep. Frank Herrera, as well as Local 3-supported politicians Rep. Vic Fazio and members of the West Sacramento City Council.**

**W**hen Teichert Construction broke ground July 22 on the \$12 million Daniel C. Palamidessi Bridge in West Sacramento, most of the Local 3 hands knew at least superficially that Local 3 played a key role in making the project possible. But the members probably didn't know, what syndicated radio commentator Paul Harvey calls, "The rest of the story."

**Editor's note:** Over the next three months, *Engineers News* will analyze key political races throughout Local 3's jurisdiction and identify candidates with strong records of support for unions and their members. This article provides an example of how Local 3 carries out its political action program and why Local 3 members should support union-endorsed candidates on election day.

Once the bridge is completed in September 1997, the 10-square-mile area on the south side of the bridge, called Southport, will explode with development (see map opposite page). Over the next 20 years, West Sacramento plans to construct 14,000 homes, 1.7 million square feet of retail and commercial space, 2.1 million square feet of office space, 7.7 million square feet of industrial park space, and 915 acres of parks and open space.

The Southport Framework Plan, as it is called, involves four large pedestrian-oriented subdivisions each with a distinctive architectural character and a town center of shops, schools and parks. Each subdivision will be linked to the other by footpaths and biking trails along the waterfront. Southport's population is expected to increase from its current 6,000 to about 40,000 by 2015.

## **\$500 million in public infrastructure**

To support this enormous amount of development, the city will invest \$500 million in infrastruc-

ture over the next 10 to 20 years, including two more bridges, miles of new roadways and street improvements, and new and upgraded water, sewer and drainage systems. The city, for example, plans to double the capacity of its 29-million-gallons-per-day Bryte Bend water treatment plant and build an entirely new 16 mgd plant. Later plans call for construction of a \$35 million light-rail line between Southport and Sacramento.

What's so remarkable about this project is that virtually all of the \$500 million in public infrastructure will be built union. The Southport Framework Plan, which will provide dozens -- if not hundreds -- of jobs for Operating Engineers over the next decade or two, was made possible in large part because Local 3 initiated a highly successful political action program.

From the day West Sacramento incorporated in 1987, two Local 3 staffers from the Sacramento District office -- District Rep. John Bonilla and Business Rep. Frank Herrera -- began working closely with the new West Sacramento City Council and other local, state and federal politicians to ensure that Local 3 and the construction trades played a major role in the city's long-term development plans.

## **Political action that works**

Bonilla and Herrera, themselves West Sacramento natives, started off by helping get as many pro-labor candidates as possible elected to the new city council in 1988. Two of those candidates, Mike McGowan, who became West Sacramento's first mayor, and Greg Potnick, the city's current mayor, played key roles in developing the city's first general plan that included Southport's massive growth. McGowan and Potnick, along with three other Local 3-supported councilmembers, Wes Beers, Cindy Tuttle and Billy Kristoff, later approved a resolution in 1995 that laid the groundwork for Southport's development to be completed under a project labor agreement.

But before Southport could blossom, the city had to solve a major problem. In order to increase Southport's population six to sevenfold, the city needed to increase vehicle access from the more developed north side of West Sacramento to Southport by building a second bridge over the barge canal. The only other bridge leading into Southport is the two-lane span on Jefferson Boulevard.

After more than six years of planning, the city finally obtained the funding and final approval in June to build the second span -- the four-lane, 517-foot-long Palamidessi Bridge, named after a long-

By Steve Moler  
Assistant Editor



➤ **Left: Former West Sacramento City Councilman Mike McGowan**

➤ **Middle: Rep. Vic Fazio**

➤ **Right: West Sacramento Mayor Greg Potnick**



time West Sacramento resident who died of leukemia in 1991 following a bone marrow search that involved some 2,500 donors. Completion of the bridge in September 1997 will set the stage for West Sacramento to become one of the top 10 fastest growing cities in the United States.

### Help from the federal government

During the bridge campaign, Local 3's aggressive political action paid off in another way. The bridge -- and the subsequent billions of dollars in potential development -- would not have been possible without the help of another Local 3-supported politician -- Congressman Vic Fazio, who proved instrumental in obtaining \$9 million in federal funds for the bridge.

"There's no question the bridge would not have been possible without Vic Fazio's help," Potnick said. "He was instrumental not only in getting the \$9 million in federal funding, but worked with the Corps of Engineers and other federal agencies to solve problems."

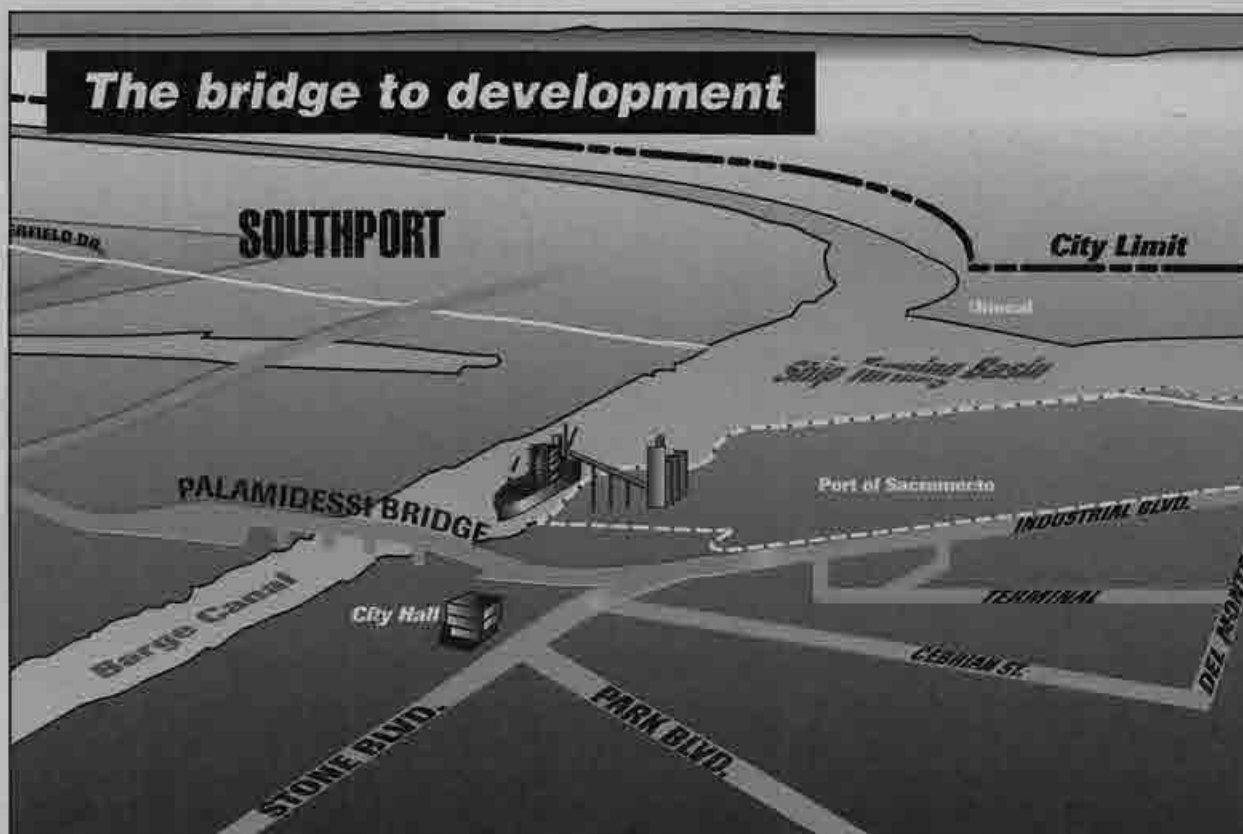
During the approval process, Local 3's political activism paid off again when the Sacramento District, in conjunction with the local building trades, organized enough members and their families to jam every public hearing related to the bridge's environmental review.

### Why we succeed

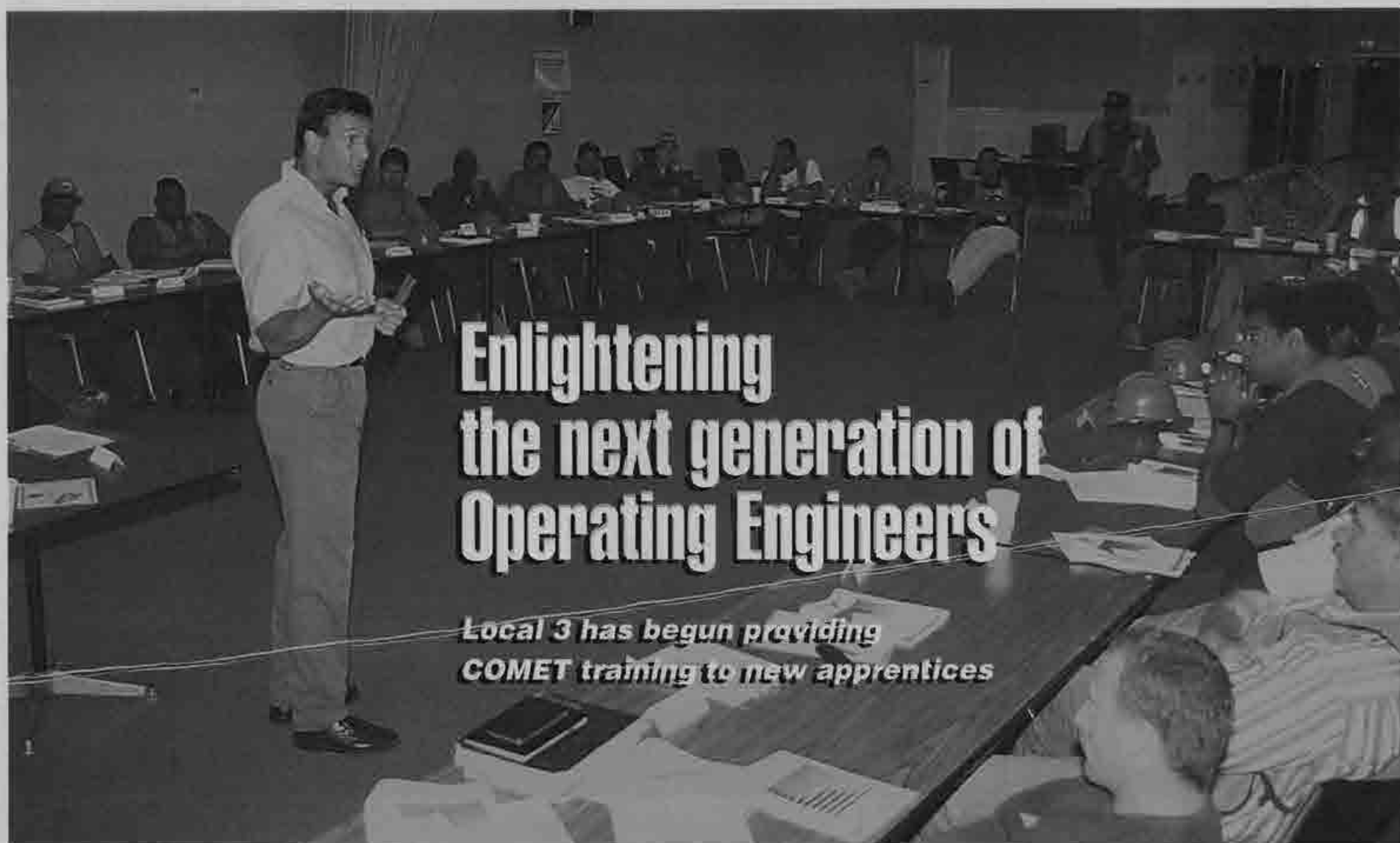
Why Local 3's political action program has been so successful over the years stems from what Potnick calls "access and sensitivity." "You first need access to the decision makers," he said. "Once you have that access, politicians become much more sensitive to your needs."

Bonilla agreed: "During the entire process of getting the bridge and Southport development approved and funded we have had super-good access to the entire West Sacramento City Council. Whenever we call, they return our phone calls."

The Southport case, and countless others, illustrates why supporting Local 3-endorsed candidates is so important to the members and their livelihoods. When you see Local 3's recommendations in the *Engineers News* in the months ahead, remember, the union isn't telling you how to vote. It's identifying candidates like those mentioned in this article who have your interests and concerns at the top of their political agenda. They're the ones who are going to create the situations that keep you off the out-of-work list.



▲ **Local 3 President Don Doser, second from left, District Rep. John Bonilla, third from left, and Business Rep. Frank Herrera, far right, worked closely with West Sacramento Mayor Greg Potnick, far left, and Councilwoman Cindy Tuttle.**



## Enlightening the next generation of Operating Engineers

**Local 3 has begun providing  
COMET training to new apprentices**

**COMET Special Rep.  
Bob Miller, standing,  
takes the apprentices  
through an exercise  
on the importance of  
organizing**

During a recent Construction Organizing Membership Education Training (COMET) class, apprentice Chris McKay, in just his first week at the Rancho Murieta Training Center, came to a shocking realization. What took him years to attain — getting into the Local 3 apprenticeship program and a shot at a decent paying career in the Operating Engineers — could be taken away from him in just one election year.

As Chris went through the six-hour COMET I seminar, he learned that if certain political forces prevail in Sacramento in the upcoming November general election — namely Republicans keep control of the state Assembly and gain a majority in the Senate by winning just five additional seats — the state's unionized construction trades would undoubtedly fall on very hard times.

With Republicans in control of the Legislature and governorship, prevailing wage repeal and right-to-work legislation would almost certainly become law very quickly, changes that would severely weaken trade unions and their signatory employers, as well as seriously jeopardize the stability of union apprenticeship programs like the one Chris is now depending on for his livelihood.

### Preventive medicine

These threats have prompted Local 3 to launch a major grass-roots political action program designed to prevent a Republican takeover of the California Legislature. A vital component of this campaign is

Local 3's COMET program, which for the past nine months has taught nearly 600 Local 3 members how to help their union gain political and bargaining strength through organizing and grass-roots political action.

Organizing and political action are so vital to the union's survival that new apprentices throughout Local 3's jurisdiction are now being given COMET I training, which teaches the importance of supporting the union's organizing and political action programs. So far, three COMET I classes, including the one Chris took June 19, have been given at the Rancho Murieta Training Center (RMTTC) over the past six months. RMTTC Director Ray Helmick also plans to offer COMET I training to those who return to Rancho Murieta for supplemental related training (SRT). Classes are also planned for Utah, Nevada and Hawaii.

"This class gave me a well-rounded look at what got us into this situation in the first place and what we have to do in the future," Chris told *Engineers News* after the class. "I've waited a long time to get into this apprenticeship program. Now that I'm here, I feel very fortunate. The class helped me learn what I need to do to help my union and ensure my own future. I didn't realize how bad things had gotten until I took this class."

### Declining union strength

A chart labeled "Union Density" showed Chris and the 34 other apprentices in the class the dismal statistics. In the late 1940s, nearly 87 percent of the U.S. construction industry was unionized. Today it's down to 20 percent. The drop in membership and market share has resulted in a corresponding loss of bargaining strength and political clout at the state and federal



**By Steve Moler  
Assistant Editor**



al levels. These two trends are making it much more difficult for construction unions not only to negotiate better wages and fringe benefits for their members, but to actually survive.

Perhaps no one in the class could better grasp the dire consequences of declining union strength than apprentice Tony Garcia. A member of the Machinists union for 18 years, Tony decided to join Local 3's apprenticeship program after he lost his good-paying union welding job last January at Coleman Electric in Salinas. He was unable to get off the union's out-of-work list, not because there weren't other jobs in the area, but because there weren't enough union jobs for Tony to be dispatched to.

"This class gave me a basic understanding of what Local 3 is doing to stay alive," Tony said. "If we don't do something to get other workers into unions, it's going to be taken away from us. We have to be the ones to do something about it. We have to spread the word."

### Effects of low market share

COMET instructor Bob Miller uses Baxman Sand & Gravel of Fort Bragg, Calif., as a classic example of how low market share adversely affects collectively bargaining. Baxman is the only unionized rock, sand and gravel operation along the Mendocino County coast, so when contract talks commence, "We enter negotiations on our hands and knees because of the abundance of skilled low-wage non-union labor available in the area," Miller said. If Local 3 controlled the skilled labor force in the local rock, sand and gravel industry, the union would have the advantage in negotiations because it would have the market share.

One way to increase market share is for the construction trades to return to their roots of organizing large numbers of new members, with the ultimate goal of controlling the pool of skilled labor. The COMET program, introduced last fall, is designed to educate and train union members to, first, understand why they need to help their union organize and, second, how to actually do it. What better way to accomplish this goal than to train those just breaking into the industry.

"Apprentices come from all walks of life, so some don't know much about unionism," said RMTTC instructor Roger Bridges. "But with COMET, they leave with union spirit. They learn about the value of sticking together. It makes them want to see what's going on once they get out into the districts."

### Internal and external organizing

The apprentices learn that about half of Local 3's organizing program emphasizes what's known as "external organizing," the traditional bottom-up and top-down approaches to signing up unrepresented workers, including "salting," a technique in which union members go to work for non-union firms for the sole purpose of organizing that employer's unrepresented workers. While COMET I focuses on why we should organize, COMET II, which is now available to COMET I graduates, provides advanced training on how to actually salt a job.

The other half of Local 3's organizing program focuses on what's called "internal" organizing, building strength from within the union itself. A good example of this approach is the union's on-going campaign to combat Republican attempts to weaken or repeal California's prevailing wage laws. Another example might include a Local 3 campaign to stop municipali-

ties from becoming charter cities, which allows them to easily abolish their prevailing wage ordinances.

Helmick began considering the idea of providing COMET training to apprentices last September, when he was taking the COMET "Train-the-Trainer" course, which prepared union officers, district representatives and business agents to teach COMET I classes to the membership.

"We want to be able to impress upon new apprentices that labor unions didn't just fall out of the sky," Helmick said. "When they find out where it all came from and how easy it is to lose it, they'll be better union members."

► **RMTTC Director Ray Helmick has been instrumental in getting new apprentices trained in COMET.**



▼ **Participating in a group exercise are from left: Kevin Lewis, Tony Garcia, Damion Moya, Quentrell Brisbane Sr., Jeremy Lugo and Wayne Cotton.**



**The June 19 Rancho Murieta Training Center COMET class**



# Prime example

**Local 3 retiree and Hollister City Councilman Ken Duran has taken political activism beyond the ballot box to elected office**

**T**he past two years have arguably been some of the most politically troubling times in recent Local 3 history, particularly in California, where prevailing wages have been under constant assault at the local and state levels. But more and more union members, tired of being pushed around by staunchly anti-union, anti-worker politicians, are saying, "Enough!"

Rather than sit back passively and watch the political riptides swirl around them, Local 3 members have begun to take matters into their own hands. Hundreds of union members have joined the union's Prevailing Wage Task Force, Political Action Program and the Construction Organizing Membership Education Training (COMET) program. In fact, some members are so fed up they're thinking about running for elected office themselves.

If you're thinking about getting involved in local politics and are looking for a little inspiration to help you make that initial leap, you need only meet Local 3 retiree Ken Duran of Hollister, Calif., a bedroom and farming community of 22,000 about 40 miles south of San Jose in San Benito County. Ken, at age 66, is a prime example of how an ordinary union member, with no formal political training, has gotten elected to his city council.

Within days of retiring in September 1992 after 40 years as an active member, Ken decided he wanted "to get into a position where I could make the decisions." So he drove to city hall and filed papers declaring himself a candidate for the upcoming city council election. To some people's surprise -- perhaps even his own -- Ken won a city council seat that December.

Over the past four years, in which he has served as both mayor and vice mayor, Ken has profoundly influenced the city's planning and economic development. He plays a key role in deciding which companies set up shop in Hollister, which developers build subdivisions, which contractors do the public works pro-

jects. All of these decisions, either directly or indirectly, heavily impact the lives of the working men and women of Hollister.

"I really enjoy what I do," Ken said. "I'm trying to encourage responsible development. I'm trying to attract industry to our city so people will have jobs here and won't have to

Committee and on the 1984 Master Agreement Negotiating Committee.

Through the bond issues, Ken got to know a lot of local politicians and community activists, and having been raised in Hollister, he knew just about everyone in town. Over time, people started encouraging him to run for city council in the 1980s. But Ken, still working long hours in the summer as an Operating Engineer, couldn't commit to such a time-consuming endeavor until retirement.

**Hollister City**

**Councilman**

**Ken Duran**

"There are hundreds of Local 3 members who could get out and help,"

Ken said. "It's not that difficult. You don't need a college education, you just need good common sense and a desire to serve."

Ken recommends that you start slowly by becoming, for example, a precinct captain in Local 3's grassroots Political Action Program for the November general election. After that, getting appointed to an advisory board or a commission, such as your city or county planning commission or water board, is a great way to keep moving forward. These groups usually meet only once or twice a month and don't consume loads of your spare time. From there, members can climb the political ladder to local elected office like school board, city council or county supervisor.

And the influence doesn't stop at your city limits. Ken is now heavily

involved in other political campaigns in his area. He is actively campaigning for the Clinton-Gore ticket, Lily Cervantes for Assembly in Salinas, Sam Farr for the 17th Congressional District and Rusty Areias for the 15th state Senate seat, all of which are critical races for Local 3 and organized labor.

"Pretty soon people start asking you things, and the next thing you know you begin to have influence over what's going on in your community," Ken pointed out. "This is a great way to really make a difference for the average working person."



commute all the way to San Jose or Silicon Valley.

Ken's political career can be traced all the way back to 1959, when he got involved in a school bond initiative after the elementary school he graduated from in 1942 burned down. He got involved in another bond issue to rebuild the county courthouse following the 1962 earthquake, and he was part of a group of local citizens who helped raise money to build Gavilan Community College. Ken was also involved in union politics, serving for a time on the San Jose District Grievance



**F**ive years ago, Contra Costa County dodged an environmental bullet. On July 14, 1991, six railroad tanker cars carrying toxic chemicals plunged into the Sacramento River after a Southern Pacific freight train derailed near Dunsmuir about 40 miles north of Lake Shasta. One tanker car ruptured and spewed 19,000 gallons of the weed killer metam sodium into the river, immediately killing an estimated 100,000 fish.

Downstream about 200 miles, the Contra Costa County Water District, which draws water indirectly from the Sacramento River via the Sacramento-San

Joaquin Delta, anxiously waited to see if the weed killer would dissipate into Lake Shasta or continue downstream into the delta.

The problem would have been easily solved had the district owned significant water supply, but it didn't. For years, the district, which serves 400,000 customers, had been lobbying state and federal officials for a reservoir capable of storing 30 to 90 days of emergency water. The district also wanted to improve

water quality by storing fresher delta water during wet periods, then during the dry months, when there's more salt intrusion from San Francisco Bay, blend it with the brackish delta water. The project also pleased environmentalists because it would allow the district to stop drawing water from the delta during the spawning seasons of the endangered delta smelt and chinook salmon.

After more than two decades of political wrangling, bond issues and environmental reviews, the district finally got approval to build a reservoir on 18,000 acres of water shed on the eastern side of Mount Diablo near Brentwood. Two former Oakland District Representatives, Tom Butterfield and Bob Delaney, both now retired, were instrumental in getting the project through the approval process and negotiating a project agreement. Water board member, Ron Butler, a former Local 3 member, also played a pivotal role.

The \$450 million Los Vaqueros Project includes construction of a 192-foot-high earth dam, 20 miles of pipeline, an intake facility and transfer pump station, and the relocation of a 12.8-mile section of Vasco Road. Granite Construction finished the Vasco Road relocation last winter, a project needed because the old Vasco Road ran straight through the dam site.

F&H Construction out of Stockton, meanwhile, has been working on the \$31.7 million intake facility at Old River near Discovery Bay and on the transfer pump station near Walnut Boulevard and Marsh Creek Road since fall 1995. When completed, the system will draw water from the delta through the intake station, pump it to the transfer station, where it can be diverted either to the Contra Costa Canal or into the new Los Vaqueros Reservoir. ARB Inc. started constructing the \$68.5 million pipeline system last fall, and Rockford Corp. is relocating portions of a gas transmission line.

But most of the construction activity has now shifted to the final major contract -- the \$42.6 million dam, where Kiewit started moving 2.7 million yards of fill material last winter. The dam will be a zoned earth-fill structure with a crest about 1,000 feet long and rising 192 feet above Kellogg Creek.

# Dam good!

**Kiewit Pacific begins construction of California's first major dam in a decade**



*Pictured is  
an artist's  
rendition of  
the Los  
Vaqueros  
Reservoir*

## con't from previous page

When *Engineers News* visited the project in mid-June, construction of the dam embankment on the upstream shell was underway. About eight 651's and four 657's could be seen climbing in low gear up a steep haul road, around several hairpin turns and up to a sandstone borrow area high on the west side of the canyon.

After picking up their loads, the operators slowly made their way back down the hill, negotiating the hairpin turns again, then coasting full speed onto the flat canyon floor on their way to the embankment fill site. About 1.7 million yards of fill material is being brought from the west side, with another 1 million yards from other sites, at a rate of about 15,000 yards a day.

Before starting the embankment, Kiewit completed the dam's foundation that included 870,000 cubic yards of material. To assure a water-tight foundation, the bedrock on which the dam rests is being filled with grout. This involves drilling hundreds of 3 1/2-inch holes into the bedrock over 100 feet deep, a process that's going on 24 hours a day, six days a week.

Last spring, crews cut a 10-foot-deep trench into the clay-stone bedrock at the very center of the dam footings, then filled it with concrete to assure no water leakage occurs at the interface of the foundation and clay core.

In January, Kiewit began construction of the 800-foot-long, 15-foot-wide concrete spillway, which will be completed within the next month or so. And crews are finishing up the concreting of the 1,300-foot-long outlet tunnel, which is lined with concrete for the middle 550 feet, with the remaining 750 feet constructed of a steel liner encased in mass concrete.

Later this summer, Kiewit will begin building under the dam's downstream shell a filter blanket made of sand and pea gravel layers. The filter blanket will preclude groundwater pressure from building, thus preventing any embankment failure.

If all goes well, the entire project is expected to be completed at the end of 1997, at which time Contra Costa County won't have to worry about any more toxic spills and saline-tasting water.

### ▼ Kiewit begins work on dam embankment.



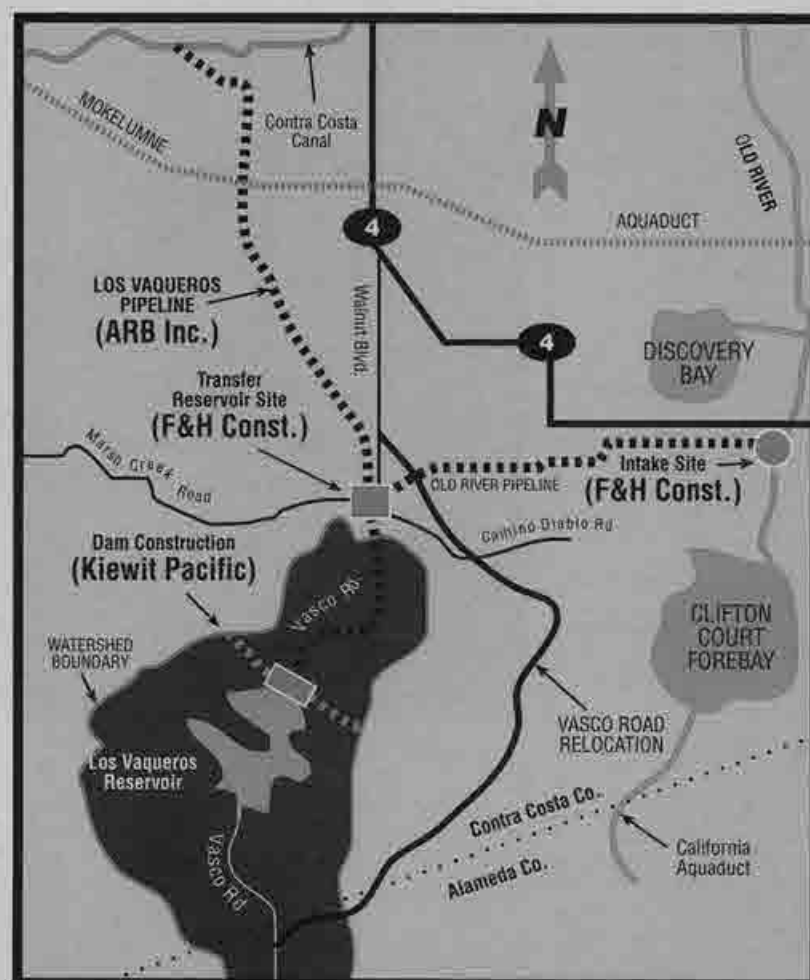
► A section of ARB's 20 miles of pipeline.



► ARB's scraper operators Ed Breen and Jess Lansdale



► The project features crews from ARB Inc., F&H Construction Rockford Corp. and Kiewit Pacific.







## LOS VAQUEROS PROJECT PHOTOS THIS PAGE

**1: Dozer operator and Steward Roger McCarthy of ARB**

**2: At the transfer station is Don Keir of Keir Krane of Modesto**

**3: Crane operator Rocky DeFaria**

**4: Steward Tommy Gardner, right, and HDR Carl Sanders on Rockford's pipeline relocation project**

**5: Master mechanic Bob Stoddard, right, with Business Rep. Walt Powers**

**6: Rockford Corp. crew from left: Clark Delong, Fred Alvarez, Larry King, Bill Vaske, Darrell Johnson and Leo Hensley**

**7: Operator Glen Pair, left, and foreman Frank Moberly**



# America gets a raise

## Senate approves minimum wage increase, but takes step back in allowing 'sham unions'

The U.S. Senate approved last month a long-awaited increase in the minimum wage, but regressed back to the 1930s when it passed the TEAM Act, which would allow employers to establish company unions.

Fortunately for the working men and women of America, President Clinton is expected to sign into law the minimum wage increase, but will veto the TEAM Act.

In approving the minimum wage increase from \$4.25 to \$5.15, Democrats fended off a Republican attempt to exempt small businesses grossing under \$500,000 annually from the minimum wage bill. All 47 Democrats and 27 of 51 Republicans supported the final bill. A House-Senate conference committee will decide when the increase will take affect, most likely around Labor Day.

The day after the minimum wage vote, the Senate approved the TEAM Act, S. 295, which would allow employers to establish, assist or participate in employee organizations and to deal with those employer-created entities with respect to any and all subjects creating "company unions."

The legislation stems from a December 1992 National Labor Relations Board decision that employee "action committees" established by Electromation Inc. of Elkart, Ind., were illegal labor organizations because they were hand-picked, dominated and supported by management, thus denying employees the right to select their own independent collective bargaining representative. The NLRB found that Electromation formed the committees in part to thwart a union organizing drive by the Teamsters.



Republicans set out to overturn the NLRB decision soon after taking control of

Congress in the November 1994 election. TEAM Act proponents used the false promise that current labor law

prohibits employers in non-union workplaces from talking to employees about their work con-

ditions. In fact, the law allows a wide variety of exchanges between employers and employees such as Quality Circles, Total Quality Management, self-directed work teams and other forms of employee-management cooperation.

The law does, however, prohibit management from dominating and controlling these committees by engaging in such behavior as selecting committee members then instructing them to represent other employees, especially with respect to wages, benefits and conditions of employment. The NLRB found that Electromation management had attempted to pit its action committees against the Teamsters.

### How your senators voted

	MINIMUM WAGE	TEAM ACT
<b>California</b>		
Barbara Boxer (D)	Right	Right
Dianne Feinstein (D)	Right	Right
<b>Hawaii</b>		
Daniel Akaka (D)	Right	Right
Daniel Inouye (D)	Right	Right
<b>Nevada</b>		
Richard Bryan (D)	Right	Right
Harry Reid (D)	Right	Right
<b>Utah</b>		
Robert Bennett (R)	Wrong	Wrong
Orrin Hatch (R)	Wrong	Wrong

Right Vote = Voted for minimum wage and against TEAM Act

Wrong Vote = Voted against minimum wage and in favor of TEAM Act

### Attention Fresno members!

#### New labor-oriented news-talk radio program coming

A new radio program on KATT 103.1 FM will provide labor with a voice in the Fresno listening area. The program will have a news-talk format and discuss, analyze and provide alternative views on the major issues of the day. The program is being sponsored by local labor organizations, including the central labor council.

Station: 103.1 FM Mountain KATT

Time: Monday -Friday, 3 p.m. to 5 p.m.

Broadcast coverage: Merced, Mariposa, Kings, Tulare, Madera and Fresno counties.

Purpose: to give labor a voice in the Valley and offer a progressive alternative to conservative tilt of most other news-talk programs in the area.





# Memorandum of Agreement

**EDITOR'S NOTE:** Printed on these pages are the significant changes in the Master Construction Agreement for Northern California, which was ratified by the membership in a round of specially called meetings in June and July. Type shown with a line through it is deleted language. Bold type in body of paragraphs (with the exception of subheadlines) represents new language. Also included is the new substance abuse policy which was negotiated with the employers as part of this agreement.

THIS AGREEMENT, made and entered into this day of July, 1996, by and between ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. ("Employer") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union").

The parties have completed their negotiations for a successor agreement to the 1993-1996 Master Agreement for Northern California and have agreed to the terms of the successor agreement. It shall be known as the 1996-1999 Master Agreement for Northern California between Associated General Contractors of California, Inc. and Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO (the "Master Agreement"). The Master Agreement shall be effective June 16, 1996, and shall expire on June 15, 1999. It contains all of the terms of the parties' 1993-1996 Master Agreement for Northern California except as modified below:

1. 01.02.00 Change boundaries - see map and "Meets and Bounds" definition.
2. 01.03.00 Revise classifications as follows:
 

Group 7	0761	Boom Truck or dual-purpose A-Frame Truck, Non-rotating - Under 15 tons
		Truck-Mounted Rotating Telescopic Boom Type Lifting Device, Manitex or Similar (Boom Truck) - Under 15 tons.
	2081	Forklift (20' and over) or Lumber Stacker (construction jobsite)
Group 4	0191	Asphalt Plant Engineer/Boxman
- 01.03.01 Add the following to classification 3-A:
 

**Truck-Mounted Rotating Telescopic Boom Type Lifting Device, Manitex or Similar (Boom Truck) - Over 15 tons.**

**Boom Truck or dual-purpose A-Frame Truck, Non-rotating, Over 15 tons**
3. Revise Sections 01.03.01, All Cranes and Attachments; 01.03.02, Classifications and Rates for Steel Erectors and Fabricators; and Section 01.03.03 Classifications and Rates for Piledrivers as follows:
 

**\*\*Truck Crane Oiler or Oiler (as appropriate), are required on all the cranes listed below, except Tower Cranes, Self Propelled Boom Type Hydraulic Lifting Devices and self contained job-ready Hydraulic Truck Cranes that can travel on the California State highway system with the boom over the front of the truck crane carrier without a boom dolly, trailer or any other type of conveyance to transport any attachment or part of the hydraulic crane, (15 tons and under), on which, if any assistance is required, it shall be by an Employee covered by this Agreement.**

4. Revise 01.03.06, Tunnel/Underground Classifications and Wage Rates by adding a new Group 1-A with one classification:

**Tunnel Bore Machine Operator - 20' diameter or more.**

The rate of pay for this new Group is the same as that of Group 2 of the main classifications.

5. Revise Section 01.05.01 as follows:

\* The Union may allocate the increases to wages and/or Health and Welfare. Any increase in wages in 19947 shall be effective on June 16, 19947. Any increase in Health and Welfare in 19947 shall be effective on June 27 30, 19947. Any increase in wages in 19958 shall be effective on June 16, 19958. Any increase in Health and Welfare in 19958 shall be effective June 269, 19958.

6. Delete Section 01.07.00.

7. Modify Section 02.08.03 as follows:

~~Each~~The Employer and each Individual Employer covered hereby recognizes and acknowledges OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO, as the exclusive collective bargaining representative of all Employees covered by this Agreement. **The Employer, on its own behalf and on each Individual Employer's behalf, acknowledges that it and they have collective bargaining relationships with the Union within the meaning of Section 9 of the National Labor Relations Act.**

8. Revise Section 02.08.04 as follows:

The wage rates, working conditions, and hours of employment and other conditions of employment herein provided have been negotiated by the Union with the Employer. **The Union will give the Employer a copy of all agreements it enters into with any employer which covers on-site work covered by this Agreement which has terms and conditions which are different from this Agreement. The Union agrees that in the event that during the life of this Agreement it should make any agreement with any employer with respect to on-site work covered by this Agreement, an Individual Employer engaging in on-site work of the same type as that covered by such agreement shall be entitled to may, upon written notice to the Union, become party to such agreement.**

9. Add a new Section 02.08.05, Project Labor Agreements:

**Project Labor Agreements:** The Union will notify the Employer before it or its agents engage in negotiations for a project labor agreement with an employer, construction manager, public agency or private owner.

10. Revise Section 04.03.02 as follows:

No Employee shall be discharged without "just cause." In the event of discharge without "just cause," the Employee may be reinstated with payment of wages and fringe benefits for time lost. ~~In the event of a dispute concerning the existence of "just cause" shall be determined under the grievance procedures provided for in Section 18.00.00.~~ Employees discharged for "just cause" shall be paid only for actual time worked. **An Employee who is terminated by an Individual Employer for discrimination based on race, sex or other basis prohibited by employment discrimination laws, including race or sexual harassment, may not register with the Job Placement Center for fifteen (15) days following the date the Employee is terminated for a first offense and may not register with the Job Placement Center for thirty (30) days following the date**

the Employee is terminated for any subsequent offense. If the Union files a grievance on such an Employee's behalf, the parties shall expedite the grievance/arbitration procedure. The Board of Adjustment or Arbitrator shall issue a bench decision in all such discharge cases. If the Union files a grievance, the fifteen (15) day and thirty (30) day restrictions will not begin until the date the grievance procedure is exhausted as provided herein.

The parties may initiate mediation for any dispute concerning the "No Discrimination/No Harassment" provisions of this Agreement. If they do, the grievance procedure will be held in abeyance during the mediation.

11. Revise Section 04.04.04 as follows:

Any Owner-Operator who is a member of the Union in good standing and who possesses a valid contractor's license shall have the option of electing, in writing, not to be placed on the **Individual Employer's** payroll. ~~of the Individual Employer.~~ If said the Owner-Operator elects not to go on the payroll, the Individual Employer shall pay into the Pensioned Health and Welfare and Affirmative Action Trust Funds ~~and Vacation and Holiday Pay Plan~~ at the required contribution rates. The Individual Employer shall notify the Union of the option selected. Each of the Funds agree to defend the legality of this Subsection in any action to which it is a party and each of the other parties to this Agreement specifically agrees to join in the defense of any action brought by any person or entity claiming that this Subsection is unlawful.

12. Add a new Section 05.04.03, which reads as follows:

**Sub-sections 05.04.01 and 05.04.02 shall not apply to subcontractors who perform landscape work, wood fencing, wood retaining walls, slurry seal, striping, hydro seeders, straw blowing, silt fencing and/or hay baling if the non-signatory subcontractor who performs such work submits a bid which is more than twenty percent (20%) lower than a signatory subcontractor's bid or no signatory subcontractor submits a bid. This provision is applicable only if the Individual Employer solicits bids from signatory subcontractors.**

13. Revise Section 06.02.00 as follows:

06.02.00 Not less than ~~eight (8)~~ **one-half (1/2)** of a shift or a full shift between April 1st and November 15th and not less than one half (1/2) of a shift, three-quarters (3/4) of a shift or a full shift between November 15th and March 31st ~~hours~~ at the applicable rate shall be paid for the work performed on any one (1) shift subject to Section 06.22.00 of this Section, except that on the first (1st) day of employment; on jobs of less than one (1) day's duration; on the last day of the job; and on any day that the work on a job or project is suspended on account of weather conditions, by written order of the Contracting Authority, or by any Governmental agency having the authority to suspend the work, by the unavailability of fuel, power or water, and on days on which there is a major mechanical breakdown (i.e., Employees directly affected by such breakdown), not less than four (4) hours at the applicable rate shall be paid for work performed and any time thereafter shall be reckoned by the hour.

14. Revise Section 06.03.00 as follows:

**Reckoning of Time.** Straight-time hours of employment shall be reckoned by the ~~shift~~ **half (1/2) shift**

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and the full shift between April 1st and November 15th and by the half (1/2) shift, three-quarters (3/4) shift and the shift between November 15th and March 31st except as otherwise provided in Section 06.02.00 above. Overtime hours of employment before and after a shift shall be reckoned by the hour and half-hour at the applicable overtime rate. Overtime on Saturdays, Sundays or holidays shall be reckoned as provided in Section 06.22.00. If an Employee quits work on his own, he shall be paid only for actual time worked.

### 15. Revise Section 06.04.00 as follows:

**06.04.00** On a single shift, eight (8) consecutive hours or ten (10) consecutive hours (exclusive of meal period) shall constitute a shift's work; the regular starting times of the single shift shall be between 5:00 a.m. and 9:00 a.m. An earlier or later starting time may be established by agreement between the Union and the Individual Employer. The Individual Employer shall not engage in any scheme, device or subterfuge to circumvent Sections 06.04.01 and/or 06.14.01, including, but not limited to changing Employees from one piece of equipment to another, or from one assignment to another, moving equipment and/or Employees from one work site to another, or using a different piece of equipment to perform the work.

### 16. Revise Section 06.04.03 as follows:

**Special Single Shift.** When the Individual Employer produces evidence in writing to the Union of a bona fide job requirement for a public agency or a public utility which certifies that some or all of the work can only be done other than during the normal shift hours, and notifies the Union by certified mail at least three (3) days prior before to the start of such special shift (except in the case of emergency), the Individual Employer may initiate such special shift of eight (8) consecutive hours (not in conjunction with any other shift) (exclusive of meal period), Monday through Friday. Such shift shall be in accordance with the provisions of Section 06.02.00.

1. Provided, however, if, by direction of the Contracting Authority, the bid specifications require it, or congestive traffic conditions on Fridays are such that working conditions would be unsafe for Employees, or counter-productive to the performance of work, ~~and~~ the special single shift may commence on Sunday, ~~upon approval of the Union,~~ with double (2) time to be paid from 8:00 p.m. Saturday up to and including 12:00 Midnight p.m. Sunday and the applicable straight-time rate paid from 12:00 a.m. Sunday until completion of the eight (8)-hour special single shift. **If Sunday is the first day of the workweek as provided herein, all hours worked between 8:00 p.m. Friday and 8:00 p.m. Saturday shall be paid at time and one-half (1-1/2).**

2. Flexible starting times shall be permitted for crews on a special single shift whenever an Operating Engineer Foreman is employed on the special single shift.

### 17. Revise Section 06.25.03 as follows:

**Tide Work.** Except as provided for in Section 14.02.06 an Individual Employer who is performing tide work shall establish a starting time for the project within the parameters of Section 06.04.00 which corresponds to the tide on the first day of the project. All hours worked before or after the shift as established herein shall be paid at the special single shift rates set forth in 01.03.00, 01.02.01, 01.03.02, 01.03.03, 01.03.04 and 01.04.00. When an Employee is called out to work tide work, the minimum pay for such work shall be eight (8) hours at regular straight time as provided herein including fringe benefits. ~~In computing time to be paid for under this provision, each hour worked before 8:00 a.m. or after 4:30 p.m. and on Saturdays shall be considered as being one and one-half (1-1/2) straight time hours. Each hour worked on Saturday shall be paid at time and one-half (1-1/2) and each time worked on Sundays and holidays shall be paid at double time considered to be two (2) straight time hours.~~

~~In the event.~~ When an Employee or Employees are

called out to work on Saturdays, Sundays or holidays, the applicable overtime rate shall be paid for each hour worked, and the minimum pay shall be six (6) hours at the overtime rate.

### 18. Revise Section 12.01.00 as follows:

**General Provisions.** The Individual Employer will make the following payments for each hour worked or paid each Employee by an Individual Employer covered by this Agreement. Such payments shall be paid by each Individual Employer for each hour worked or paid each Employee of such Individual Employer on or before the 15th day of the month following the month in which such Employee was employed by such Individual Employer, and an Individual Employer shall be delinquent if such Individual Employer's Report and payment is not received by the bank prior to before midnight of the 25th day of that month. All such payments shall be made at ~~San Francisco~~ Alameda, California at the time (as set forth above) and in the manner provided for by the applicable Employer Union Trust Agreement creating a Trust or, if not a Trust, at the time and in the manner provided for in this Agreement. Each Individual Employer is bound by all the terms and conditions of each Trust Agreement and any amendment or amendments thereto which are incorporated by reference herein. The Union and the Employer agree that these plans are and have been defined contribution plans.

### 19. Revise Section 17.02.00 as follows:

**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 Northern California according to the following schedule:

Effective June 16, 1993 -

Four dollars twenty-nine cents (\$4.29) per hour

Effective July 1, 1996 -

Four dollars and thirty cents (\$4.30) per hour

Effective July 1, 1996, one cent (\$.01) of the four dollars and thirty cents (\$4.30) shall be paid to Addiction Recovery Program, Inc. ("ARP"). This payment shall be in addition to money the Health and Welfare Fund currently provides ARP. Effective June 29, 1998, the Health and Welfare contribution rate may be increased to by up an additional two cents (\$.02) per hour to be paid to ARP if the Health and Welfare Board of Trustees determines ARP needs additional income. Any amount not allocated to Health and Welfare as provided herein shall be allocated to the Affirmative Action Trust Fund and/or to Wages as provided for in Section 12.05.00.

### 20. Revise Section 12.05.00 as follows:

**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 according to the following schedule:

Effective June 28, 1996 - forty-five cents (\$.45) per hour

Effective July 1, 1996 - forty-nine cents (\$.49) per hour

Effective June 30, 1997, the contribution rate may be increased by up to an additional five cents (\$.05) per hour if the Affirmative Action Trust Fund's Board of Trustees determines such an increase is necessary. Any amount not allocated as provided herein shall be allocated to wages.

Effective June 29, 1998, the contribution rate may be increased by up to an additional five cents (\$.05) per hour if the Affirmative Action Trust Fund's Board of Trustees determines such an increase is necessary. Any amount not allocated as provided herein shall be allocated to the Health and Welfare Trust Fund (up to two cents (\$.02)) as provided for in Section 12.02.00 and/or Wages. The total amount available to allocate to the Health and Welfare Trust Fund for ARP and the Affirmative Action Trust Fund, effective June 16, 1998, is five cents (\$.05).

### 21. Revise Section 16.03.00 as follows:

It is further agreed by both parties that too great an emphasis cannot be laid upon the need of safe working conditions. The Individual Employers agree to will provide and the Union agrees that Employees shall use the provided health and safety equipment. Employees shall ~~and equipment to be returned~~ the equipment to the Individual Employer upon termination of its use on the project. No Employee shall be required to work on, with, or about an unsafe piece of equipment or under an unsafe condition if such equipment or condition is determined to be unsafe by an authorized representative of the Division of Industrial Safety or the authorized safety representative of a Federal awarding agency. Such determination shall be in writing.

### 22. Revise Section 22.01.00 as follows:

**Fringe Benefits.** ~~The Union and the Employer agree that~~ The Individual Employers covered by this Agreement may cover their supervisory personnel above the rank of Foremen in the Operating Engineers' Health and Welfare Trust Fund for Northern California, Pensioned Operating Engineers' Health and Welfare Fund and Pension Trust Fund for Operating Engineers by paying into the above Trusts set forth in the Master Agreement monthly on the basis of 168 hours per month in accordance with the schedules set forth in the Master Agreement, regardless of the hours worked by any such Employee in a month; provided, however, once the Individual Employer makes ~~having made~~ one (1) payment on behalf of such an Employee, it shall continue to make such payment so long as the Employee is in ~~his~~ its employ during the life of the Agreement, above the rank of foreman, ~~and the employee must be a further provided~~ this offer of participation in the various Trusts is only available to Employees who have been members of the International Union in good standing of Operating Engineers for ten (10) years last past or if aged less than 45 years a member of the International Union of Operating Engineers, and must maintain membership in the Union in good standing for the life of this Agreement. An Individual Employer may elect not to make payments to the Health and Welfare Trust on behalf of such supervisory personnel if the Individual Employer provides the employer with health care benefits through another source. If an Individual Employer does not make payments to the Health and Welfare Trust Fund on such an employee's behalf, it may not do so for the duration of this Agreement.

## MASTER AGREEMENT WAGE RATES

### 01.03.00 CLASSIFICATIONS

Current Straight-Time Hourly Wage Rates—

Effective Dates	6/16/96	6/16/97	6/16/98
<b>Group 1 (3 classifications)</b>			
Area 1	\$29.35	\$76*	\$76*
Area 2	\$31.35		
<b>Group 2 (5 classifications)</b>			
Area 1	\$27.90	\$72*	\$72*
Area 2	\$29.90		
<b>Group 3 (17 classifications)</b>			
Area 1	\$26.50	\$68*	\$68*
Area 2	\$28.50		
<b>Group 4 (30 classifications)</b>			
Area 1	\$25.18	\$65*	\$65*
Area 2	\$27.18		
<b>Group 5 (20 classifications)</b>			
Area 1	\$23.97	\$62*	\$62*
Area 2	\$25.97		
<b>Group 6 (26 classifications)</b>			
Area 1	\$22.71	\$59*	\$59*
Area 2	\$24.71		
<b>Group 7 (28 classifications)</b>			
Area 1	\$21.63	\$56*	\$56*
Area 2	\$23.63		
<b>Group 8 (31 classifications)</b>			
Area 1	\$20.55	\$53*	\$53*
Area 2	\$22.55		
<b>Group 8A (3 classifications)</b>			
Area 1	\$18.44	\$48*	\$48*
Area 2	\$20.44		

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## Special Single Shift and Second Shift Wage Rates (Refer to Section 06.04.03 and 06.05.00)

Effective Dates	6/16/96	6/16/97	6/16/98
<b>Group 1</b>			
Area 1	\$33.10	\$86*	\$86*
Area 2	\$35.10		
<b>Group 2</b>			
Area 1	\$31.47	\$81*	\$81*
Area 2	\$33.47		
<b>Group 3</b>			
Area 1	\$29.89	\$77*	\$77*
Area 2	\$31.89		
<b>Group 4</b>			
Area 1	\$28.41	\$73*	\$73*
Area 2	\$30.41		
<b>Group 5</b>			
Area 1	\$27.05	\$70*	\$70*
Area 2	\$29.05		
<b>Group 6</b>			
Area 1	\$25.63	\$66*	\$66*
Area 2	\$27.63		
<b>Group 7</b>			
Area 1	\$24.41	\$63*	\$63*
Area 2	\$26.41		
<b>Group 8</b>			
Area 1	\$23.20	\$60*	\$60*
Area 2	\$25.20		
<b>Group 8A</b>			
Area 1	\$20.81	\$54*	\$54*
Area 2	\$22.81		

**01.03.01 All Cranes and Attachments.** The straight-time hourly wage rate of Employees on cranes or equipment and attachments (including jib and/or leads) shall be as follows:

\*\* Truck Crane Oiler or Oiler (as appropriate), are required on all the cranes listed below, except Tower Cranes, Self Propelled Boom Type Hydraulic Lifting Devices; and self-contained job-ready Hydraulic Truck Cranes that can travel on the California State highway system with the boom over the front of the truck crane carrier without a boom dolly, trailer or any other type of conveyance to transport any attachment or part of the hydraulic crane, (15 tons and under), on which, if any assistance is required, it shall be by an Employee covered by this Agreement.

Effective Dates	6/16/96	6/16/97	6/16/98
<b>Group 1-A (5 classifications)</b>			
Area 1	\$30.19	\$78*	\$78*
Area 2	\$32.19		
<b>Group 2-A (5 classifications)</b>			
Area 1	\$28.51	\$74*	\$74*
Area 2	\$30.51		
<b>Group 3-A (5 classifications)</b>			
Area 1	\$26.87	\$69*	\$69*
Area 2	\$28.87		

### 5183\*\* Truck Crane Oiler

<b>Group 1-A</b>			
Area 1	\$23.56	\$61*	\$61*
Area 2	\$25.56		
<b>Group 2-A</b>			
Area 1	\$23.32	\$60*	\$60*
Area 2	\$25.32		
<b>Group 3-A</b>			
Area 1	\$23.08	\$60*	\$60*
Area 2	\$25.08		

### 5183\*\* Hydraulic

<b>Group 3-A</b>			
Area 1	\$22.71	\$59*	\$59*
Area 2	\$24.71		

### 5173\*\* Oiler

<b>Group 1-A</b>			
Area 1	\$21.39	\$55*	\$55*
Area 2	\$23.39		
<b>Group 2-A</b>			
Area 1	\$21.18	\$55*	\$55*
Area 2	\$23.18		
<b>Group 3-A</b>			
Area 1	\$20.92	\$54*	\$54*
Area 2	\$22.92		

## All Cranes and Attachments, Special Single Shift and Second Shift Wage Rates

Effective Dates	6/16/96	6/16/97	6/16/98
<b>Group 1-A</b>			
Area 1	\$34.04	\$88*	\$88*
Area 2	\$36.04		
<b>Group 2-A</b>			
Area 1	\$32.15	\$83*	\$83*
Area 2	\$34.15		
<b>Group 3-A</b>			
Area 1	\$30.31	\$77*	\$77*
Area 2	\$32.31		
<b>5183** Truck Crane Oiler</b>			
<b>Group 1-A</b>			
Area 1	\$26.59	\$69*	\$69*
Area 2	\$28.59		
<b>Group 2-A</b>			
Area 1	\$26.32	\$68*	\$68*
Area 2	\$28.32		
<b>Group 3-A</b>			
Area 1	\$26.05	\$68*	\$68*
Area 2	\$28.05		
<b>5183** Hydraulic</b>			
<b>Group 3-A</b>			
Area 1	\$25.63	\$66*	\$66*
Area 2	\$27.63		
<b>5173** Oiler</b>			
<b>Group 1-A</b>			
Area 1	\$24.14	\$62*	\$62*
Area 2	\$26.14		
<b>Group 2-A</b>			
Area 1	\$23.91	\$62*	\$62*
Area 2	\$25.91		
<b>Group 3-A</b>			
Area 1	\$23.62	\$61*	\$61*
Area 2	\$25.62		

### 01.03.02 Classifications and Rates for Steel Erectors and Fabricators

NOTE: The manning of Compressors, Generators, Welding Machines, Pumps or any combination thereof shall be in accordance with Sections 07.05.00 and 07.06.00 of this Agreement.

\*\* Truck Crane Oiler or Oiler (as appropriate), are required on all the cranes listed below, except Tower Cranes, Self Propelled Boom Type Hydraulic Lifting Devices; and self-contained job-ready Hydraulic Truck Cranes that can travel on the California State highway system with the boom over the front of the truck crane carrier without a boom dolly, trailer or any other type of conveyance to transport any attachment or part of the hydraulic crane, (15 tons and under), on which, if any assistance is required, it shall be by an Employee covered by this Agreement.

Effective Dates	6/16/96	6/16/97	6/16/98
<b>Group 1 (3 classifications)</b>	\$31.12	\$80*	\$80*
<b>Group 2 (4 classifications)</b>	\$29.43	\$76*	\$76*
<b>Group 3 (2 classifications)</b>	\$28.03	\$72*	\$72*
<b>Group 4 (3 classifications)</b>	\$26.11	\$67*	\$67*
<b>Group 5 (1 classification)</b>	\$24.87	\$64*	\$64*

The straight-time rates of pay for the Truck Crane Oiler and Oiler classifications are as follows:

Effective Dates	6/16/96	6/16/97	6/16/98
<b>5183** Truck Crane Oiler</b>			
<b>Group 1</b>	\$24.16	\$62*	\$62*
<b>Group 2</b>	\$23.94	\$62*	\$62*
<b>Group 3</b>	\$23.69	\$61*	\$61*

### 5183\*\* Hydraulic

<b>Group 3</b>	\$23.32	\$60*	\$60*
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### 5173\*\* Oiler

<b>Group 1</b>	\$22.03	\$57*	\$57*
<b>Group 2</b>	\$21.78	\$56*	\$56*
<b>Group 3</b>	\$21.56	\$56*	\$56*

### Steel Erectors and Fabricators, Special Single Shift and Second Shift Wage Rates

Effective Dates	6/16/96	6/16/97	6/16/98
<b>Group 1</b>	\$35.09	\$90*	\$90*

<b>Group 2</b>	\$33.19	\$86*	\$86*
<b>Group 3</b>	\$31.61	\$81*	\$81*
<b>Group 4</b>	\$29.45	\$76*	\$76*
<b>Group 5</b>	\$28.06	\$72*	\$72*

### 5183\*\* Truck Crane Oiler

<b>Group 1</b>	\$27.26	\$70*	\$70*
<b>Group 2</b>	\$27.01	\$70*	\$70*
<b>Group 3</b>	\$26.73	\$69*	\$69*

### 5183\*\* Hydraulic

<b>Group 3</b>	\$26.32	\$68*	\$68*
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### 5173\*\* Oiler

<b>Group 1</b>	\$24.86	\$64*	\$64*
<b>Group 2</b>	\$24.58	\$64*	\$64*
<b>Group 3</b>	\$24.34	\$63*	\$63*

### 01.03.03 Classifications and Rates for Piledrivers

\*\* Truck Crane Oiler or Oiler (as appropriate), are required on all the cranes listed below, except Tower Cranes, Self Propelled Boom Type Hydraulic Lifting Devices; and self-contained job-ready Hydraulic Truck Cranes that can travel on the California State highway system with the boom over the front of the truck crane carrier without a boom dolly, trailer or any other type of conveyance to transport any attachment or part of the hydraulic crane, (15 tons and under), on which, if any assistance is required, it shall be by an Employee covered by this Agreement.

Effective Dates	6/16/96	6/16/97	6/16/98
<b>Group 1 (4 classifications)</b>	\$30.51	\$79*	\$79*
<b>Group 2 (4 classifications)</b>	\$28.79	\$74*	\$74*
<b>Group 3 (4 classifications)</b>	\$27.19	\$70*	\$70*
<b>Group 4 (3 classifications)</b>	\$25.50	\$66*	\$66*
<b>Group 5 (0 classifications)</b>	\$24.26	\$63*	\$63*
<b>Group 6 (1 classification)</b>	\$23.00	\$59*	\$59*
<b>Group 7 (0 classifications)</b>	\$21.95	\$57*	\$57*
<b>Group 8 (2 classifications)</b>	\$20.87	\$54*	\$54*

The straight-time rates of pay for the Truck Crane Oiler and Oiler classifications are as follows:

Effective Dates	6/16/96	6/16/97	6/16/98
<b>5183** Truck Crane Oiler</b>			
<b>Group 1</b>	\$23.87	\$62*	\$62*
<b>Group 2</b>	\$23.64	\$61*	\$61*
<b>Group 3</b>	\$23.37	\$60*	\$60*

### 5173\*\* Oiler

<b>Group 1</b>	\$21.71	\$56*	\$56*
<b>Group 2</b>	\$21.46	\$55*	\$55*
<b>Group 3</b>	\$21.24	\$55*	\$55*

### Piledrivers, Special Single Shift and Second Shift Wage Rates

Effective Dates	6/16/96	6/16/97	6/16/98
<b>Group 1</b>	\$34.40	\$89*	\$89*
<b>Group 2</b>	\$32.47	\$83*	\$83*
<b>Group 3</b>	\$30.67	\$79*	\$79*
<b>Group 4</b>	\$28.77	\$74*	\$74*
<b>Group 5</b>	\$27.37	\$71*	\$71*
<b>Group 6</b>	\$25.96	\$66*	\$66*
<b>Group 7</b>	\$24.77	\$64*	\$64*
<b>Group 8</b>	\$23.56	\$61*	\$61*

### 5183\*\* Truck Crane Oiler

<b>Group 1</b>	\$26.93	\$70*	\$70*
<b>Group 2</b>	\$26.68	\$69*	\$69*
<b>Group 3</b>	\$26.37	\$68*	\$68*

### 5173\*\* Oiler

<b>Group 1</b>	\$24.50	\$63*	\$63*
<b>Group 2</b>	\$24.22	\$62*	\$62*
<b>Group 3</b>	\$23.98	\$62*	\$62*

**01.03.06 Tunnel/Underground Classifications and Wage Rates.** The straight-time hourly wage rate of Employees working underground and/or within shafts, stopes and raises shall be as follows:

Effective Dates	6/16/96	6/16/97	6/16/98
<b>Group 1A (1 classification)</b>			
<b>Underground Rate</b>			
Area 1	\$27.90	\$72*	\$72*
Area 2	\$29.90		

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Effective Dates	6/16/96	6/16/97	6/16/98
<i>(Group 1A con't) Shafts, Stopes and Raises</i>			
Area 1	\$28.00	\$72*	\$72*
Area 2	\$30.00		
<b>Group 1 (5 classifications)</b>			
<i>Underground Rate</i>			
Area 1	\$25.55	\$66*	\$66*
Area 2	\$27.55		
<i>Shafts, Stopes and Raises</i>			
Area 1	\$25.65	\$66*	\$66*
Area 2	\$27.65		
<b>Group 2 (3 classifications)</b>			
<i>Underground Rate</i>			
Area 1	\$24.35	\$63*	\$63*
Area 2	\$26.35		
<i>Shafts, Stopes and Raises</i>			
Area 1	\$24.45	\$63*	\$63*
Area 2	\$26.45		
<b>Group 3 (2 classifications)</b>			
<i>Underground Rate</i>			
Area 1	\$23.08	\$60*	\$60*
Area 2	\$25.08		
<i>Shafts, Stopes and Raises</i>			
Area 1	\$23.18	\$60*	\$60*
Area 2	\$25.18		
<b>Group 4 (3 classifications)</b>			
<i>Underground Rate</i>			
Area 1	\$22.00	\$57*	\$57*
Area 2	\$24.00		
<i>Shafts, Stopes and Raises</i>			
Area 1	\$22.10	\$57*	\$57*
Area 2	\$24.10		
<b>Group 5 (7 classifications)</b>			
<i>Underground Rate</i>			
Area 1	\$20.92	\$54*	\$54*
Area 2	\$22.92		
<i>Shafts, Stopes and Raises</i>			
Area 1	\$21.02	\$54*	\$54*
Area 2	\$23.02		

## Tunnel/Underground, Special Single Shift and Second Shift Wage Rates

Effective Dates	6/16/96	6/16/97	6/16/98
<b>Group 1-A</b>			
<i>Underground Rate</i>			
Area 1	\$31.47	\$81*	\$81*
Area 2	\$33.47		
<i>Shafts, Stopes and Raises</i>			
Area 1	\$31.58	\$81*	\$81*
Area 2	\$33.58		
<b>Group 1</b>			
<i>Underground Rate</i>			
Area 1	\$28.82	\$74*	\$74*
Area 2	\$30.82		
<i>Shafts, Stopes and Raises</i>			
Area 1	\$28.93	\$74*	\$74*
Area 2	\$30.93		
<b>Group 2</b>			
<i>Underground Rate</i>			
Area 1	\$27.47	\$71*	\$71*
Area 2	\$29.47		
<i>Shafts, Stopes and Raises</i>			
Area 1	\$27.58	\$71*	\$71*
Area 2	\$29.58		
<b>Group 3</b>			
<i>Underground Rate</i>			
Area 1	\$26.05	\$68*	\$68*
Area 2	\$28.05		
<i>Shafts, Stopes and Raises</i>			
Area 1	\$26.16	\$68*	\$68*
Area 2	\$28.16		
<b>Group 4</b>			
<i>Underground Rate</i>			
Area 1	\$24.83	\$64*	\$64*
Area 2	\$26.83		
<i>Shafts, Stopes and Raises</i>			
Area 1	\$24.94	\$64*	\$64*
Area 2	\$26.94		
<b>Group 5</b>			
<i>Underground Rate</i>			
Area 1	\$23.62	\$61*	\$61*
Area 2	\$25.62		
<i>Shafts, Stopes and Raises</i>			
Area 1	\$23.73	\$61*	\$61*
Area 2	\$25.73		

## 01.04.00 FOREMEN—Wage Rates.

Effective Dates	6/16/96	6/16/97	6/16/98
<b>2921 Foreman and Shifters, over 7 Employees</b>			
Area 1	\$29.35	\$76*	\$76*
Area 2	\$31.35		
<b>2931 Foreman (Working), under 7 Employees</b>			
Area 1	\$27.90	\$72*	\$72*
Area 2	\$29.90		
<b>3341 Master Mechanic, over 5 Employees</b>			
Area 1	\$29.35	\$76*	\$76*
Area 2	\$31.35		

## Foreman, Special Single Shift and Second Shift Wage Rates

Effective Dates	6/16/96	6/16/97	6/16/98
<b>2921 Foreman and Shifters, over 7 Employees</b>			
Area 1	\$33.10	\$86*	\$86*
Area 2	\$35.10		
<b>2931 Foreman (Working), under 7 Employees</b>			
Area 1	\$31.47	\$81*	\$81*
Area 2	\$33.47		
<b>3341 Master Mechanic, over 5 Employees</b>			
Area 1	\$33.10	\$86*	\$86*
Area 2	\$35.10		

## FRINGE BENEFITS

### 12.02.00 Health and Welfare and Sick Benefits.

\$4.29 per hour—Effective 6/16/96  
\$4.30 per hour—Effective 7/1/96  
(\$0.01 for Addiction Recovery Program)

### 12.03.00 Pensioned Health and Welfare.

\$79 per hour—Effective 6/16/96

### 12.04.00 Pensions.

\$3.75 per hour—Effective 6/16/96  
(Apprentices: \$2.15 per hour—Effective 6/16/96)

### 12.05.00 Affirmative Action/Apprenticeship Training Fund

\$45 per hour—Effective 6/16/96  
\$49 per hour—Effective 7/1/96  
(Apprentices: \$1.00 per hour in addition to the above—Effective 6/16/96)

### 12.06.00 Vacation and Holiday Pay Plan.

\$2.70 per hour—Effective 6/16/96  
(Apprentices: \$2.20 per hour—Effective 6/16/96)

### 12.07.00 Annuity Fund.

\$35 per hour—Effective 6/16/96

### 12.08.00 Contract Administration Fund.

\$0.06 per hour—Effective 6/16/96

### 12.09.00 Industry Stabilization Fund.

\$0.06 per hour—Effective 6/16/96

### 12.10.00 Job Placement Center and Market Area Committee Administration Market Preservation Fund.

\$0.04 per hour—Effective 6/16/96

**12.11.00 Industry Promotion Fund.** The parties will establish a Taft-Hartley Trust Fund after they agree upon the Trust Fund's purposes and operations. Pending the establishment of the Trust Fund, the parties will establish an escrow account in which the Individual Employer contributions for the Trust Fund provided herein shall be deposited. Each Individual Employer covered by this Agreement shall pay into the Trust Fund (the escrow account before the Trust Fund is established) according to the following schedule:

\$0.09 per hour—Effective 6/16/96

**12.11.01** Two cents (\$.02) per hour of the nine cents (\$.09) per hour provided for in 12.11.00 shall be paid to the Construction Industry Force Account.

## ADDENDUM "A" RESIDENTIAL CONSTRUCTION AND BUILDING CONSTRUCTION

### SECTION 1 Coverage

**Section 1.1** This Addendum shall apply to Residential Construction and Building Construction work as defined below which is performed in the Counties listed below.

**Section 1.2** All terms and conditions of the Master Agreement shall apply to such work except for those provisions which are specifically modified or superseded by this Addendum. The Master Agreement will apply in its entirety to all work not covered by this Addendum.

### SECTION 2 Definition of Type of Work

**Section 2.1 Residential Construction:** Town or row houses; apartment buildings (4 stories or less); single family houses; mobile home developments; multi-family houses; and student housing.

**Section 2.2 Building Construction:** Alterations and additions to non-residential buildings; apartment buildings (5 stories and above); arenas (enclosed); auditoriums; automobile parking garages; banks and financial buildings; barracks; churches; hospitals; hotels; industrial buildings; institutional buildings; libraries; mausoleums; motels; museums; nursing and convalescent facilities; office buildings; out-patient clinics; passenger and freight terminal buildings; police stations; post offices; city halls; civic centers; commercial buildings; court houses; detention facilities; dormitories; farm buildings; fire stations; power plants; prefabricated buildings; remodeling buildings; renovating buildings; repairing buildings; restaurants; schools; service stations; shopping centers; stores; subway stations; theaters; and warehouses. Buildings which are part of a water treatment or sewage treatment plant are not covered by this Addendum, they are "Heavy" work.

### SECTION 3 Wages and Fringe Benefits

Effective Dates	6/16/96	6/16/97	6/16/98
<b>Group 1 (3 classifications)</b>			
Area 1	\$28.59	\$57*	\$29*
Area 2	\$30.59		
<b>Group 2 (5 classifications)</b>			
Area 1	\$27.18	\$54*	\$28*
Area 2	\$29.18		
<b>Group 3 (17 classifications)</b>			
Area 1	\$25.82	\$52*	\$26*
Area 2	\$27.82		
<b>Group 4 (30 classifications)</b>			
Area 1	\$24.53	\$49*	\$25*
Area 2	\$26.53		
<b>Group 5 (20 classifications)</b>			
Area 1	\$23.35	\$47*	\$24*
Area 2	\$25.35		
<b>Group 6 (26 classifications)</b>			
Area 1	\$22.12	\$44*	\$23*
Area 2	\$24.12		
<b>Group 7 (28 classifications)</b>			
Area 1	\$21.07	\$42*	\$21*
Area 2	\$23.07		
<b>Group 8 (31 classifications)</b>			
Area 1	\$20.02	\$40*	\$20*
Area 2	\$22.02		
<b>Group 8A (3 classifications)</b>			
Area 1	\$17.96	\$36*	\$18*
Area 2	\$19.96		

### Foremen and Shifters, over 7 Employees

Effective Dates	6/16/96	6/16/97	6/16/98
Area 1	\$28.59	\$57*	\$29*
Area 2	\$30.59		

### Foremen (working) under 7 Employees

Effective Dates	6/16/96	6/16/97	6/16/98
Area 1	\$27.18	\$54*	\$28*
Area 2	\$29.18		

### Master Mechanic, over 5 Employees

Effective Dates	6/16/96	6/16/97	6/16/98
Area 1	\$28.59	\$57*	\$29*
Area 2	\$30.59		



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## Special Single Shift and Second Shift Wage Rates

Effective Dates	6/16/96	6/16/97	6/16/98
<b>Group 1</b>			
Area 1	\$32.25	\$ .65*	\$ .32*
Area 2	\$34.25		
<b>Group 2</b>			
Area 1	\$30.66	\$ .61*	\$ .31*
Area 2	\$32.66		
<b>Group 3</b>			
Area 1	\$29.14	\$ .58*	\$ .30*
Area 2	\$31.14		
<b>Group 4</b>			
Area 1	\$27.67	\$ .55*	\$ .28*
Area 2	\$29.67		
<b>Group 5</b>			
Area 1	\$26.35	\$ .53*	\$ .27*
Area 2	\$28.35		
<b>Group 6</b>			
Area 1	\$24.96	\$ .49*	\$ .26*
Area 2	\$26.96		
<b>Group 7</b>			
Area 1	\$23.78	\$ .48*	\$ .24*
Area 2	\$25.78		
<b>Group 8</b>			
Area 1	\$22.61	\$ .45*	\$ .23*
Area 2	\$24.61		
<b>Group 8A</b>			
Area 1	\$20.29	\$ .40*	\$ .21*
Area 2	\$22.29		
<b>Foremen and Shifters, over 7 Employees</b>			
Area 1	\$32.24	\$ .65*	\$ .32*
Area 2	\$34.24		
<b>Foremen (working) under 7 Employees</b>			
Area 1	\$30.66	\$ .61*	\$ .31*
Area 2	\$32.66		
<b>Master Mechanic, over 5 Employees</b>			
Area 1	\$32.25	\$ .65*	\$ .32*
Area 2	\$34.25		

## All Cranes and Attachments (Same Manning as Master Agreement)

Effective Dates	6/16/96	6/16/97	6/16/98
<b>Group 1-A (5 classifications)</b>			
Area 1	\$29.41	\$ .59*	\$ .30*
Area 2	\$31.41		
<b>Group 2-A (5 classifications)</b>			
Area 1	\$27.77	\$ .56*	\$ .28*
Area 2	\$29.77		
<b>Group 3-A (5 classifications)</b>			
Area 1	\$26.18	\$ .52*	\$ .27*
Area 2	\$28.18		
<b>5183** Truck Crane Oiler</b>			
<b>Group 1-A</b>			
Area 1	\$22.95	\$ .46*	\$ .23*
Area 2	\$24.95		
<b>Group 2-A</b>			
Area 1	\$22.72	\$ .45*	\$ .23*
Area 2	\$24.72		
<b>Group 3-A</b>			
Area 1	\$22.48	\$ .45*	\$ .23*
Area 2	\$24.48		
<b>5183** Hydraulic</b>			
<b>Group 3-A</b>			
Area 1	\$22.12	\$ .44*	\$ .23*
Area 2	\$24.12		
<b>5173** Oiler</b>			
<b>Group 1-A</b>			
Area 1	\$20.84	\$ .42*	\$ .21*
Area 2	\$22.84		
<b>Group 2-A</b>			
Area 1	\$20.63	\$ .41*	\$ .21*
Area 2	\$22.63		
<b>Group 3-A</b>			
Area 1	\$20.38	\$ .41*	\$ .21*
Area 2	\$22.38		

## All Crane and Attachments, Special Single Shift and Second Shift Wage Rates

Effective Dates	6/16/96	6/16/97	6/16/98
<b>Group 1-A</b>			
Area 1	\$33.17	\$ .67*	\$ .34*
Area 2	\$35.17		
<b>Group 2-A</b>			
Area 1	\$31.32	\$ .63*	\$ .32*
Area 2	\$33.32		
<b>Group 3-A</b>			
Area 1	\$29.52	\$ .59*	\$ .30*
Area 2	\$31.52		
<b>5183** Truck Crane Oiler</b>			
<b>Group 1-A</b>			
Area 1	\$25.91	\$ .52*	\$ .26*
Area 2	\$27.91		
<b>Group 2-A</b>			
Area 1	\$25.65	\$ .51*	\$ .26*
Area 2	\$27.65		
<b>Group 3-A</b>			
Area 1	\$25.38	\$ .51*	\$ .26*
Area 2	\$27.38		
<b>5183** Hydraulic</b>			
<b>Group 3-A</b>			
Area 1	\$24.96	\$ .49*	\$ .26*
Area 2	\$26.96		
<b>5173** Oiler</b>			
<b>Group 1-A</b>			
Area 1	\$23.53	\$ .47*	\$ .23*
Area 2	\$25.53		
<b>Group 2-A</b>			
Area 1	\$23.29	\$ .46*	\$ .24*
Area 2	\$25.29		
<b>Group 3-A</b>			
Area 1	\$23.01	\$ .46*	\$ .24*
Area 2	\$25.01		

## Classifications and Rates for Steel Erectors and Fabricators (Same Manning as Master Agreement)

Effective Dates	6/16/96	6/16/97	6/16/98
<b>Group 1 (3 classifications)</b>	\$30.32	\$ .61*	\$ .31*
<b>Group 2 (4 classifications)</b>	\$28.67	\$ .57*	\$ .29*
<b>Group 3 (2 classifications)</b>	\$27.31	\$ .55*	\$ .28*
<b>Group 4 (3 classifications)</b>	\$25.44	\$ .51*	\$ .26*
<b>Group 5 (1 classification)</b>	\$24.23	\$ .48*	\$ .25*

The straight-time rates of pay for the Truck Crane Oiler and Oiler classifications are as follows:

Effective Dates	6/16/96	6/16/97	6/16/98
<b>5183** Truck Crane Oiler</b>			
<b>Group 1</b>	\$23.54	\$ .47*	\$ .24*
<b>Group 2</b>	\$23.32	\$ .47*	\$ .24*
<b>Group 3</b>	\$23.08	\$ .46*	\$ .24*
<b>5183** Hydraulic</b>			
<b>Group 3</b>			
Area 1	\$22.72	\$ .45*	\$ .23*
<b>5173** Oiler</b>			
<b>Group 1</b>	\$21.46	\$ .43*	\$ .22*
<b>Group 2</b>	\$21.22	\$ .42*	\$ .22*
<b>Group 3</b>	\$21.00	\$ .42*	\$ .21*

## Steel Erectors and Fabricators, Special Single Shift and Second Shift Wage Rates

Effective Dates	6/16/96	6/16/97	6/16/98
<b>Group 1</b>	\$34.19	\$ .69*	
<b>Group 2</b>	\$32.34	\$ .65*	\$ .32*
<b>Group 3</b>	\$30.80	\$ .62*	\$ .31*
<b>Group 4</b>	\$28.71	\$ .57*	\$ .30*
<b>Group 5</b>	\$27.34	\$ .54*	\$ .28*
<b>5183** Truck Crane Oiler</b>			
<b>Group 1</b>	\$26.57	\$ .53*	\$ .27*
<b>Group 2</b>	\$26.32	\$ .52*	\$ .27*
<b>Group 3</b>	\$26.05	\$ .51*	\$ .27*
<b>5183** Hydraulic</b>			
<b>Group 3</b>			
Area 1	\$25.65	\$ .51*	\$ .26*
<b>5173** Oiler</b>			
<b>Group 1</b>	\$24.22	\$ .49*	\$ .24*

<b>Group 2</b>	\$23.97	\$ .48*	\$ .23*
<b>Group 3</b>	\$23.70	\$ .47*	\$ .23*

## Classifications and Rates for Piledrivers (Same Manning as Master Agreement)

Effective Dates	6/16/96	6/16/97	6/16/98
<b>Group 1 (4 classifications)</b>	\$29.72	\$ .59*	\$ .30*
<b>Group 2 (4 classifications)</b>	\$28.05	\$ .56*	\$ .29*
<b>Group 3 (4 classifications)</b>	\$26.49	\$ .53*	\$ .27*
<b>Group 4 (3 classifications)</b>	\$24.84	\$ .50*	\$ .25*
<b>Group 5 (0 classifications)</b>	\$23.63	\$ .47*	\$ .24*
<b>Group 6 (1 classification)</b>	\$22.41	\$ .45*	\$ .23*
<b>Group 7 (0 classifications)</b>	\$21.38	\$ .43*	\$ .22*
<b>Group 8 (2 classifications)</b>	\$20.33	\$ .41*	\$ .21*

The straight-time rates of pay for the Truck Crane Oiler and Oiler classifications are as follows:

Effective Dates	6/16/96	6/16/97	6/16/98
<b>5183** Truck Crane Oiler</b>			
<b>Group 1</b>	\$23.25	\$ .47*	\$ .24*
<b>Group 2</b>	\$23.03	\$ .46*	\$ .24*
<b>Group 3</b>	\$22.77	\$ .46*	\$ .23*

## 5173\*\* Oiler

<b>Group 1</b>	\$21.15	\$ .42*	\$ .22*
<b>Group 2</b>	\$20.91	\$ .42*	\$ .21*
<b>Group 3</b>	\$20.69	\$ .41*	\$ .21*

## Piledrivers, Special Single Shift and Second Shift Wage Rates

Effective Dates	6/16/96	6/16/97	6/16/98
<b>Group 1</b>	\$33.52	\$ .66*	\$ .34*
<b>Group 2</b>	\$31.63	\$ .63*	\$ .32*
<b>Group 3</b>	\$29.89	\$ .60*	\$ .30*
<b>Group 4</b>	\$28.02	\$ .56*	\$ .28*
<b>Group 5</b>	\$26.67	\$ .53*	\$ .27*
<b>Group 6</b>	\$25.28	\$ .51*	\$ .26*
<b>Group 7</b>	\$24.13	\$ .48*	\$ .25*
<b>Group 8</b>	\$22.96	\$ .46*	\$ .24*

## 5183\*\* Truck Crane Oiler

<b>Group 1</b>	\$26.24	\$ .52*	\$ .28*
<b>Group 2</b>	\$26.00	\$ .52*	\$ .27*
<b>Group 3</b>	\$25.71	\$ .51*	\$ .26*

## 5173\*\* Oiler

<b>Group 1</b>	\$23.87	\$ .48*	\$ .25*
<b>Group 2</b>	\$23.61	\$ .48*	\$ .23*
<b>Group 3</b>	\$23.36	\$ .46*	\$ .23*

## Fringe Benefits

**Fringe Benefit Rates.** The fringe benefit rates set forth in the Master Construction Agreement shall apply to all work covered in this Addendum.

**Health and Welfare Allocation.** Effective June 30, 1997, and June 29, 1998, any increase in the Health and Welfare contribution rate which is necessary to maintain benefits shall be allocated from the wage increases provided for in this Addendum pursuant to Section 01.05.01 of the Master Agreement. If the amount which is necessary in either year to maintain Health and Welfare benefits exceeds the amount of the increase in the wages provided for in this Addendum the Individual Employer shall pay the additional amount necessary to maintain those benefits up to twenty-five (\$.25) effective June 30, 1997, and up to twenty-five cents (\$.25) effective June 29, 1998.

## SECTION 4 Addendum Counties

**Section 4.1** This Addendum shall apply to covered work as defined in Section 2 which is performed in the Counties listed below:

Alpine; Amador; Butte; Calaveras; Colusa; Del Norte; El Dorado; Fresno; Glenn; Humboldt; Kings; Lake; Lassen; Madera; Mariposa; Mendocino; Merced; Modoc; Monterey; Napa; Nevada; Placer; Plumas; Sacramento; San Benito; San Joaquin; Santa Cruz; Shasta; Sierra; Siskiyou; Stanislaus; Sonoma; Sutter; Tehama; Trinity; Tulare; Tuolumne; Yuba; and Yolo.

## SECTION 5 Work Rules

These work rules will apply to all building construction work, parking lots, and driveways covered by the Master Agreement in all counties covered by the Master Agreement on jobs on which the value of the work covered by the Master Agreement for the entire project is

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less than \$200,000. The Individual Employer shall not engage in or enter into any scheme, plan or device with the Contracting Authority or Developer to job split or split contracts with the intent of pricing a specific job or project under \$200,000. The Individual Employer shall provide the Union with documentation to establish that the value of a job is under \$200,000. (Note: These work rules will not be incorporated into the Private Work Agreements.)

**Section 5.1** Straight time hours shall be reckoned by the half (1/2) shift, three quarters (3/4) of a shift and by the full shift.

**Section 5.2** An Employee who works at more than one rate on the same day shall be paid at the highest rate for all hours worked if the Employee works at the highest rate for at least one half of the Employee's straight time hours worked that day. If the Employee works at the highest rate for less than one half of the Employee's straight time hours that day, the Employee shall be paid for actual time worked at each rate.

**Section 5.3** So long as the Individual Employer properly mans a job, it may make full utilization of Employees by assigning them work other than work defined in Section 02.05.00 of the Master Agreement.

**Section 5.4** The regular work day shall be eight (8) consecutive hours or ten (10) consecutive hours which (exclusive of a meal period) shall constitute a regular shift's work. The regular starting time of a single shift shall be between 5:00 a.m. and 10:00 a.m. The parties may establish different starting times.

**Section 5.5** Forty (40) hours of work, Monday through Friday, shall constitute the regular workweek.

**Section 5.6** All work performed in excess of forty (40) hours in any one (1) week and all hours worked on Saturday shall be paid for at the overtime rate of time and one-half (1-1/2). All work performed on Sunday and holidays shall be paid at double time.

## EXHIBIT "A" JOINT LABOR MANAGEMENT SUBSTANCE ABUSE POLICY

### I. INTRODUCTION

The Union and the Employer establish this Policy in order to provide the Individual Employers with a comprehensive substance abuse program, to provide Employees who abuse and/or are addicted to drugs, including alcohol, a means to receive treatment for their abuse and/or addiction, and to provide for a safe workplace. An Individual Employer is not obligated by this Agreement to have a substance abuse policy. Implementation of this Policy is not mandatory by any Individual Employer, but this Policy is the only policy the Individual Employer may implement for Employees. Once implemented, the Program Policy shall remain in effect unless otherwise agreed to by the Union and the Individual Employer.

An Individual Employer which is regulated by the United States Department of Transportation ("DOT") Code of Federal Regulation CFR 382 and 49 may elect not to implement the testing provisions of this Policy for its Employees who are not regulated by DOT.

### II. NOTICE

- A. An Individual Employer must give written notice to the Union that it is implementing this Policy. The notice must be delivered in person, by certified mail or by FAX before it implements the Policy. A DOT regulated Individual Employer shall specifically notify the Union whether it is implementing the testing provisions of this Policy for its Employees who are not subject to DOT regulations. The notice shall be delivered to the Union at the following address:

Operating Engineers Local Union No. 3  
1620 South Loop Road  
Alameda, CA 94502  
(FAX: [510] 748-7401)

- B. The Individual Employer may not implement this Policy unless it subjects all management

and supervisory employees to the same type of testing which is provided herein.

- C. An Individual Employer who has implemented this Policy shall advise the Union dispatchers with whom it places an order for Employees that it intends to drug test dispatched Employees. A test result shall not be set aside because an Individual Employer does not give such notice.
- D. An Individual Employer who implements this Policy shall provide written notice of this Policy to all Employees including those dispatched to it by the Union and shall provide each Employee with a copy of the Policy.
- E. Failure to give a form of notice as set forth in this section shall make any drug testing engaged in by the Individual Employer a violation of the Master Agreement, and no results of any such test shall be relied upon to deny employment or pay or to discipline any Employee.

### III. PURPOSE OF POLICY

- A. The Employer, Individual Employer(s) and the Union are committed to providing a safe and productive work environment for Employees. The Employer, Individual Employer(s) and the Union recognize the valuable resource we have in our Employees and recognize that the state of an Employee's health affects attitude, effort, and job performance. **The parties recognize that substance abuse is a behavioral, medical and social problem that causes decreased efficiency and increased risk of accidents and of injury to employees.** The Employer, Individual Employer(s) and the Union therefore adopt this Policy. The intent of the Policy is threefold:

1. To maintain a safe, drug and alcohol free workplace;
2. To maintain our work force at its maximum effectiveness; and
3. To provide confidential referral to the Addiction Recovery Program ("ARP") and to provide confidential treatment to those Employees who recognize they have a substance abuse problem and voluntarily seek treatment for it.

- B. In order to achieve these purposes, it is our primary goal to identify those Employees and refer them to professional counseling, and treatment before job performance has become a disciplinary problem. Employees are urged to use the services available through ARP. ARP will assist them and refer them to the appropriate treatment program.

1. Treatment for substance abuse and chemical dependency is provided under the Health and Welfare Plan, up to the limits described in the plans.
2. An Employee shall be granted necessary leave of absence for treatment ARP recommends contingent upon signing a return-to-work agreement as provided for in Section XI.

### IV. EDUCATION PROGRAM

The Individual Employer will implement a comprehensive drug awareness and education program which shall be in conformance with the DOT regulations. The program shall include educating Employees and management/supervisory personnel about substance abuse and chemical dependency, the adverse affect they have on Employees and the Individual Employer, and the treatment available to Employees who abuse substances and/or are chemically dependent, and the penalties that may be imposed upon Employees who violate this Policy. ARP shall continue to provide an educational program for the Individual Employers for their Employees and shall, to the maximum extent possible, train the Employees of all Individual Employers who implement this Policy.

### V. CONFIDENTIALITY

The Individual Employer will abide by all applicable State and Federal laws and regulations regarding confidentiality of medical records in any matter related to this Policy. The Individual Employer shall designate one of its management, supervisory or confidential employees to be its custodian of records and contact person for all matters related to this Policy. All such records shall be kept in a locked file which shall be labeled "confidential."

Employee records including records related to this Policy shall not be kept in the Employee's personnel file.

All information from an Employee's drug and alcohol test is confidential for purposes other than determining whether this Policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the Employee.

The results of a positive drug test shall not be released until the results are confirmed. Every effort will be made to insure that all Employee issues related to this Policy will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.

### VI. TESTING

Testing for the presence of alcohol or controlled substances and/or their by-products in one's body may only be performed under the conditions set forth herein. All testing shall be done in accordance with the standards established by the Substance Abuse and Mental Health Service Administration ("SAMHSA"), any successor agency, or any other agency of the federal government which has responsibility for establishing standards for drug testing. All such agencies shall be collectively referred to as "SAMHSA."

**Chain of Custody.** All SAMHSA standards for Chain of Custody will be adhered to. A specimen for which the SAMHSA standards are not complied with shall not be considered for any purpose under this Policy.

**Laboratories.** All laboratories which perform tests under this Policy shall be SAMHSA certified.

**Testing Procedures and Protocols.** All SAMHSA standards for testing standards and protocols shall be followed. All specimens which are determined to be positive by the SAMHSA approved screening test shall be subject to a SAMHSA certified confirmatory test (gas chromatography/mass spectrometry).

**Second Test.** The laboratory shall save a sufficient portion of each specimen in a manner approved by SAMHSA so that an Employee may have a second test performed. Immediately after the specimen is collected, it will be labeled and then initialed by the Employee and a witness. If the sample must be collected at a site other than the drug and/or alcohol testing laboratory, the specimen shall then be placed in a transportation container. The container shall be sealed in the Employee's presence and the Employee shall be asked to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method. Any Employee whose specimen is tested positive and who challenges a test result may have the second portion of the sample tested at his/her expense and at a laboratory of his/her choice agreed upon by the Employee and the MRO so long as that laboratory is SAMHSA certified and has been or is approved by the parties and the Employee requests the second test within seventy-two (72) hours of notice of a positive result. If the second test is negative, the Employee will be considered to have been tested negative.

**Cut-Off Levels.** SAMHSA standards for cut-off levels will be complied with when applicable. The cut-off levels for both the screening and confirmatory tests shall be per Federal standards as determined by the U. S. Department of Health and Human Services ("DHHS"). Only tests which are positive pursuant to the SAMHSA standards shall be reported to the Medical Review Officer as positive. A .04 blood/alcohol level or above shall be considered to be positive.

**Medical Review Officer.** A Medical Review Officer ("MRO") shall review verify all positive test results. The MRO must be a licensed physician. The MRO shall be a member of the American Society of Addictive Medicine ("ASAM") if available. If no ASAM members of ASAM are available, the MRO must be a licensed physician with knowledge of drug abuse disorders and appropriate training to interpret and evaluate test results shall be certified by the Medical Review Officers' Certification Council. The Union shall approve all MRO's. Upon confirmation verification of a positive test result, the MRO shall refer the affected Employee to

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ARP for assessment and referral to treatment, if appropriate.

**Consent Form.** Any Employee directed to submit to a test in accordance with this Policy will sign a consent and release form, a copy of which is attached hereto (Form "A"). The consent and release form will only authorize (1) the facility where the specimen is collected to collect the specimen, (2) the laboratory which performs the test to perform the test and to provide the results to the MRO, and, if negative, to the Individual Employer, and (3) the MRO to review verify tests and report to the Individual Employer whether the test is positive or negative and (4) the presence of a job steward if available and requested. The consent and release form also will provide for an Employee's statement of prescription medication and over the counter drugs he/she has recently used shall notify the Employee that he/she may have a Union representative present if available.

The Employee may be disciplined if he/she refuses to sign the authorization if the Individual Employer has advised the Employee (1) he/she must sign it or he/she will be disciplined up to and including termination, (2) the release is limited as provided herein, (3) the Employee has a right to consult with a Union representative before signing the release and before submitting to the test. An Employee who believes the Individual Employer is improperly directing him/her to submit to a test may file a grievance under Section 19.00.00 of the Master Agreement. The test results will be disregarded if the Board of Adjustment or Arbitrator determines the Individual Employer was not authorized by this Policy to direct the Employee to submit to the test.

**Substances to be Tested For.** A specimen may be tested for alcohol, marijuana cannabinoids (THC), barbiturates, opiates, cocaine, phencyclidines (PCP), amphetamines, and methaqualone or the by-products of these substances. A specimen shall not be tested for anything else. If DOT revises its list of substances for which it requires employers to test, this Section will be revised to include those substances. The laboratory will report the positive test results to the MRO. The MRO will determine verify whether the test is positive or negative. The MRO shall report to the Individual Employer only whether the Employee tested positive or negative for one of these substances. The MRO will not identify the substance(s) for which the Employee tested positive unless specifically required to do so by DOT regulations.

**Urine, Blood, or Breath Test.** The Individual Employer may direct the Employee to submit to a urine test or, at the Employee's request, a blood test for alcohol and/or other drugs, or a breath test for alcohol. An Employee who is unable to provide a urine sample within one (1) hour of being directed to do so, will submit to a blood test.

**Notification to Employer of Test Results.** The laboratory shall report negative test results to the Individual Employer. The laboratory will report positive test results to the MRO. The MRO will determine verify whether the test was positive or negative and will report the final results to the Individual Employer. If the laboratory has the results of more than one (1) test to report at one time and one (1) or more of the test results is positive, it shall not report the negative test results to the Individual Employer until the MRO reports to the Individual Employer the results of the test(s) he reviews.

### VII. TYPES OF PERMISSIVE TESTING

#### A. TIME OF DISPATCH TESTING

An Individual Employer may require an Employee to be tested for the presence in the Employee's body of one of the drugs or by-products thereof set forth above at the time the Employee is dispatched (on one of the first three (3) days of employment). It must test all Employees at the time they are dispatched if it tests any Employee. The Individual Employer shall put the Employee to work or pay the Employee pending the test results unless the Employee has been dispatched to a DOT regulated assignment and the Individual Employer does not have any work for the Employee to perform which is not subject to the DOT regulations or if it has probable cause to believe the Employee is impaired, intoxicated, or under the influence of a drug. The standards for probable

cause are set forth below in Section B. If the Individual Employer does not allow an Employee to work pending the test results because it believes it has probable cause, it shall make the Employee whole for all lost wages and benefits if the Employee tests negative. Employees who test positive will be referred to ARP. The Individual Employer shall not be obligated to employ any such Employee after ARP releases the Employee to return to work but may employ such Employee under the terms of a return-to-work agreement. An Employee who refuses to submit to a drug/alcohol test when dispatched shall not be paid show-up time. An Individual Employer may test Employees who are recalled from layoff as provided for in the Job Placement Regulations who have not worked for thirty (30) days. If the Individual Employer tests any Employee who is recalled, it must test all such Employees.

An Individual Employer may test all Employees at the time they are dispatched under this Section except for those who are recalled.

#### B. PROBABLE CAUSE TESTING

An Individual Employer may require an Employee to submit to a drug test as provided for in this Policy if it has probable cause that the Employee is impaired, intoxicated, and/or under the influence of a drug. Probable cause must be based on a supervisor's trained management representative's (preferably not in the bargaining unit) objective observations and must be based upon abnormal coordination, appearance, behavior, absenteeism, speech or odor. The indicators shall be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol and shall be indicators not reasonably explained as resulting from causes other than the use of such controlled substance and/or alcohol (such as, but not by way of limitation, fatigue, lack of sleep, side effects of proper use of prescription drugs, reaction to noxious fumes or smoke, etc.). Probable cause may not be established, and thus not a basis for testing, if it is based solely on the observations and reports of third parties. The supervisor's trained management representative's observations and conclusions must be confirmed by another supervisor trained management representative. The grounds for probable cause must be documented by the use of an Incident Report Form (see Form "B" attached).

The Management Representative shall give the Employee a completed copy of this Incident Report Form and shall give the Union Representative, if present, a copy of the Incident Form before the Employee is required to be tested. After being given a copy of the Incident Report Form, the Employee shall be allowed enough time to read the entire document and to understand the reasons for the test.

The Management Representative also shall provide the Employee with an opportunity to give an explanation of his/her condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication or illness. If available, the Union Representative shall be present during such explanation and shall be entitled to confer with the Employee before the explanation is required. If the Management Representative(s), after observing the Employee, and hearing any explanation, concludes that there is in fact probable cause to believe that the Employee is under the influence of or impaired by, drugs or alcohol, the Employee may be ordered to submit to a drug test.

Employees who are directly or indirectly involved in an accident involving property damage or bodily injury which requires medical care are subject to a test as provided herein if probable cause exists. The innocent victims of an accident will not be subject to a test unless probable cause exists. The Individual Employer shall advise the Employee of his/her right to consult with a Union representative (including a Steward) and allow the Employee to consult with a Union representative before the Employee submits

to the test, if the Union representative is available.

Employees required to submit to a test under Section B will be paid for all time related to the test including the time the Employee is transported to and from the collection site, all time spent at the collection site, and all time involved completing the consent and release form if the test results are negative.

#### C. ACCIDENT TESTING

An Individual Employer shall require Employees who are directly, or indirectly, involved in work related accidents involving property damage or bodily injury that requires medical care or work related accidents which would likely result in property damage or bodily injury be subject to a test as provided herein. The innocent victims of an accident will not be subject to a test unless probable cause exists. The Individual Employer shall complete an Accident Report Form (see Form C attached) whenever it tests a Employee under this Section.

#### D. DOT REGULATED EMPLOYEES

Notwithstanding any other provision of this Policy, the Individual Employer may require its Employees who are covered by the DOT drug and alcohol testing regulations to submit to testing as required by those regulations. Such testing will be conducted in strict accordance with the Regulations. The Individual Employer may discipline an Employee who tests positive as defined by the Regulations subject to Section XI, REHABILITATION/ DISCIPLINE, of the Policy. ARP shall be the Substance Abuse Professional for all Employees. ARP, to the maximum extent possible, shall provide the mandated training to all Employees. Employees who are subject to DOT regulations who have a positive "pre-employment" test (as defined by the DOT regulations) will be paid show-up time only if the Individual Employer does not have any work for the Employee to perform which is not subject to the DOT regulations pending the test result. Employees who are tested under the DOT Regulations who are not allowed by those Regulations to continue to perform safety sensitive functions, as defined by the Regulations, shall be paid for hours worked.

#### EE. OWNER/AWARDING AGENCY REQUIREMENTS

Whenever owner or awarding agency specifications require the Individual Employer to provide a drug-free workplace, the Union and the Employer or the Individual Employer shall negotiate incorporate such additional requirements and shall incorporate herein. This Policy shall apply to all such testing.

### VIII. EMPLOYER REFERRALS

A decline in an Employee's job performance is often the first sign of a personal problem which may include substance abuse or chemical dependency. Supervisory personnel will be trained to identify signs of substance abuse, chemical dependency, and declining job performance. The Individual Employer may formally refer an Employee to ARP based upon documented declining job performance or other observations prior to testing under Paragraph VII and/or disciplining the Employee.

### IX. EMPLOYEE VOLUNTARY SELF-HELP PROGRAM

An Employee who has a chemical dependency and/or abuses drugs and/or alcohol is encouraged to participate in an Employee Voluntary Self-Help Program. Any such Employee shall be referred to ARP. Employees who seek voluntary assistance for alcohol and/or substance abuse may not be disciplined for seeking such assistance. Request by Employees for such assistance shall remain confidential and shall not be revealed to other Employees or management personnel without the Employee's consent. ARP shall not disclose information on drug/alcohol use received from an Employee for any purpose or under any circumstances, unless specifically authorized in writing by the Employee.

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The Individual Employer shall offer an Employee affected by alcohol or drug dependence an unpaid medical Leave of Absence for the purpose of enrolling and participating in a drug or alcohol rehabilitation program.

### X. PROHIBITED ACTIVITIES/DISCIPLINE

An Employee shall not possess, use, provide, dispense, receive, sell, offer to sell, or manufacture alcohol and/or any controlled substances as defined herein by law or have any measurable amount of any such substance or by-product thereof as defined in Section VI while on the Individual Employer's property or jobsite and/or while working for the Individual Employer unless the Employee has the Individual Employer's express permission to do so. ~~An Employee shall not offer to sell any illegal controlled substance while on the Individual Employer's property or the jobsite and/or while working for the Individual Employer.~~ An Employee shall not work while impaired, intoxicated or under the influence of alcohol and/or any controlled substance. An Employee who uses medication prescribed by a physician will not violate these rules by using such medication as prescribed if ~~his~~ the Employee's physician has released the Employee to work. An Employee who uses over-the-counter medication in accordance with the manufacturer's and/or doctor's recommendation shall not violate the rules by using such medication. Impairment caused by prescribed medication and/or over the counter medication does not constitute a violation. **The Individual Employer may prohibit an Employee who is impaired as a result of proper use of prescription or over-the-counter medication from working while the Employee is impaired but may not discipline such an Employee. An Employee who is impaired by misuse of prescription or over-the-counter medication violates the Policy and is Employees who violate the provision shall be subject to appropriate discipline up to and including discharge as provided herein.**

### XI. REHABILITATION/DISCIPLINE

The Individual Employer may discipline an Employee who violates any provision of Section X. Such Employee is subject to disciplinary action up to and including termination. Among the factors to be considered in determining the appropriate disciplinary response are the nature and requirements of the Employee's work, length of employment, current job performance, the specific results of the test, and the history of past discipline.

The Individual Employer is not required to refer to ARP ~~may discipline~~ any Employee who violates any provision of paragraph ~~VIII~~ X which prohibits possessing, using, providing, dispensing, receiving, selling, attempting to sell or manufacturing the sale of, attempted sale of or manufacture of prohibited substances and any Employee who is directly or indirectly

involved in an accident involving property damage exceeding an estimated \$5,000 or bodily injury requiring medical care. The Individual Employer is not required to refer any such Employee to ARP, before it disciplines ~~him~~ the Employee. The Individual Employer may not discipline any Employee who violates any other provisions of paragraph X until such Employee has been offered an opportunity to receive treatment and/or counseling.

The Employee will not be discharged if he/she agrees in writing to undergo the counseling/treatment ARP prescribes. The Individual Employer shall re-employ the Employee when ARP releases him/her to return to work if it has work available. It will not be required to lay-off any current Employee in order to re-employ the Employee. If it does not have any work available when ARP releases the Employee, it shall re-employ the Employee as soon as it has work available. The Employee will be subject to a return-to-work agreement. The Individual Employer, the Union, and the Employee will enter into a return-to-work agreement. The return-to-work agreement will require the Employee to comply with and complete all treatment ARP, or the treatment provider, as the case may be, determines is appropriate. It will also provide a monitoring of the Employee's compliance with the treatment plan ARP, or the treatment provider, develops and will allow the Individual Employer to require the Employee to submit to unannounced testing. The Individual Employer may discipline the Employee for not complying with the return-to-work agreement. A positive test on an unannounced test will be considered a violation of the return-to-work agreement. Any unannounced testing shall be performed in accordance with this Policy. The Union and the Individual Employer will attempt to meet with any Employee who violates the return-to-work agreement and attempt to persuade the Employee to comply with the return-to-work agreement before the Individual Employer disciplines the Employee for not complying with the return to work agreement.

Employees who are working under a return-to-work agreement shall be subject to all of the Individual Employer's rules to the same extent as all other Employees are required to comply with them.

### XII. NON DISCRIMINATION

The Individual Employer shall not discriminate against any Employee who is receiving treatment for substance abuse and/or chemical dependency. All Employees who participate in ARP and/or are undergoing or have undergone treatment and rehabilitation pursuant to this Policy shall be subject to the same rules, working conditions, and discipline procedures in effect for all Employees. Employees cannot escape discipline for future infractions by participating in ARP and/or undergoing treatment and rehabilitation.

### XIII. COST OF PROGRAM

Evaluation and treatment for substance abuse and chemical addiction are provided for through the Health and Welfare Plan. An Individual Employer who adopts

this Policy will not incur any additional cost for assessment, referral and treatment beyond that which is incorporated into its Health and Welfare contribution rate. ARP is funded through the Health and Welfare Trust to provide its current level of service which includes performing assessments of Employees and their ~~spouses~~ covered dependents, referral of Employees and ~~spouses~~ covered dependents who are undergoing rehabilitation and providing limited education and training programs to Individual Employers. ~~If ARP has to hire additional staff or incur additional cost to provide the services set forth herein, the Individual Employer will pay for such services on a fee for service basis.~~ The Individual Employer will pay all costs for testing.

### XIV. GRIEVANCE PROCEDURE

All disputes concerning the interpretation or application of this Policy shall be subject to the grievance and arbitration procedures of the Master Labor Agreement.

### XV. SAVINGS CLAUSE

The establishment or operation of this Policy shall not curtail any right of any Employee found in any law, rule or regulation. Should any part of this Policy be determined contrary to law, such invalidation of that part or portion of this Policy shall not invalidate the remaining portions. In the event of such determination, the collective bargaining parties will immediately bargain in good faith in an attempt to agree upon a provision in place of the invalidated portion.

### SIDE LETTER

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1996, by and between ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. ("Employer") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union").

If there is a non-signatory prime contractor on a planholders list or there is no planholders list for a job for which there is a Prevailing Wage Determination, the wages, fringe benefits and other applicable provisions of the Prevailing Wage Determination shall apply to the job. On jobs on which there is no Prevailing Wage Determination, the wage and fringe benefit rates set forth in the Private Work Agreement which is applicable to the job shall apply to the job. If no such Private Work Agreement is applicable, the wage and fringe benefit rates in the Addendum shall apply, if applicable. If the Addendum is not applicable, the Market Geographic Area Committee shall, upon an Individual Employer's request, establish the wage rates, fringe benefit rates and other applicable working conditions.

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## Addendum A

An addendum has been negotiated to the Master Agreement to help protect our Master Agreement wage rates on public works jobs. Addendum A allows separate wage surveys for all heavy and highway work, thus preserving Master Agreement rates on most public works projects.

Addendum A applies to residential and building construction work as defined by federal and state prevailing wage regulations. The addendum also applies to all Northern California outside the Bay Area counties of San Francisco, San Mateo, Santa Clara, Alameda, Contra Costa, Solano and Marin.

Addendum A wage rates will remain the same as those under the Master Agreement. Effective June 16, 1997, there will be a 2 percent increase and effective June 16, 1998, a 1 percent increase.

Fringe benefit rates are the same as those provided in the Master Agreement.

## Work Rules for jobs under \$200,000

To help signatory employers compete on parking lot, driveway and smaller underground contracts under \$200,000 throughout the 46 counties, the following work rules will apply:

- Straight-time hours will be reckoned by the half-shift, three-quarters of a shift and by the shift. An employee who works at more than one rate on the same day will be paid at the highest rate for all hours worked if the employee works at least one half of the employee's straight time hours worked that day. If the employee works at the highest rate for less than one half of the employee's straight time hours, the employee shall be paid for actual time worked at each rate.

- So long as the individual employer properly staffs a job, it may make full use of the employ-

ees by assigning them work other than work defined in Section 02.05.00 of the Master Agreement.

- The regular work day will be eight consecutive hours or 10 consecutive hours, exclusive of a meal period. The regular starting time of a single shift will be between 5 a.m. and 10 a.m. The parties may establish different starting times.

- The regular workweek will be Monday through Friday. All work performed in excess of 40 hours in any one week and all hours worked on Saturday will be paid at the overtime rate of time and a half. All work performed on Sunday and holidays will be paid at double time.

**Editor's Note:** Please turn to pages 13-20 for a section containing the major changes and wage rates provided under the new agreement. This working copy is published as a service to the members until new contract books are printed and distributed.



# Local 3 awards 4 scholarships to high school seniors

Four high school seniors have won academic scholarships from the 1996 Local 3 College Scholarship Awards. The winners are sons and daughters of Local 3 members. Two \$3,000 scholarships were awarded to the top female and male applicants, and two \$2,000 scholarships were awarded to each female and male runner-up.

The Operating Engineers Local 3 Federal Credit Union contributed half of the dollar amount of each award. A scholarship selection committee comprised of faculty from UC Berkeley's Center for Labor Research and Education chose the four finalists.



## Andrea Patricia Baca

**FIRST PLACE, Female (\$3,000)**

**Hometown:** Downieville, Calif.

**School:** Downieville High School

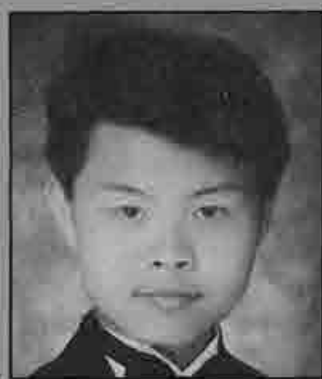
**Educational/career goals:** Medicine

**Colleges/universities applied:** Cal. State Univ. Chico

**Activities:** Ski Club, Drama Club, student government, including 10th and 11th grade class president, Model UN, Friday Night Live (student group advocating fun without drugs or alcohol), school newspaper, yearbook editor, tutor, assistant Brownie leader, music, and various church functions.

**Achievements:** Principal's honor roll throughout high school, 10th Annual Academic Achievement Recognition.

**Parent:** John Baca



## Huayu (Harvey) Duan

**FIRST PLACE, Male (\$3,000)**

**Hometown:** Oakland, Calif.

**School:** Oakland High School

**Educational/career goals:** Computer science

**Colleges/universities applied:** UC Santa Barbara, UCLA, UC Santa Barbara, Carnegie Mellon Univ., Univ. of Chicago, Reed College, Harvey Mudd College, Occidental College, Univ. of

Rochester, Illinois Institute of Technology

**Activities:** Chief of school photo studio, Photo Club president, UNIX Club project director, Moot Court competition, Science Club, National Young Entrepreneur Club, Tae Kwon Do, intern at KTVU Channel 2.

**Achievements:** Honor roll every year since 7th grade, Who's Who Among American High School Students, City of Oakland poster contest 3rd place, Visual Arts Academy Award of Merit 1994.

**Parent:** Yunqin Duan



## Michelle Christine LaViolette

**SECOND PLACE, Female (\$2,000)**

**Hometown:** Gridley, Calif.

**School:** Gridley High School

**Educational/career goals:** Elementary school teacher

**Colleges/universities applied:** Accepted to Cal. State Univ. Chico

**Activities:** Student government, including student body president, Friday Night Live VP, Spanish Club president, yearbook staff, leadership class, volleyball, track, softball, modern dance, Girl Scouts.

**Achievements:** Principal's Leadership Award, Congressional Youth Leadership Council, Outstanding Senior, Who's Who Among American High School Students, Bank of America Certificate in Foreign Language (Spanish), Girl Scouts Silver Award, numerous athletic awards.

**Parent:** Charles LaViolette



## Lester Alfred Jenkins Jr.

**SECOND PLACE, Male (\$2,000)**

**Hometown:** Oakdale, Calif.

**School:** Oakdale High School

**Educational/career goals:** Civil engineering

**Colleges/universities applied:** UC Davis, Univ. of Pacific, Stanford

**Activities:** Science Club president, student government, Service Club, Trap Club, Art's Club, Renaissance Club, California Scholarship Federation.

**Achievements:** CSF Gold Seal, Renaissance Gold Card, gold medal in County Academic Decathlon, gold medal in Science Olympiad.

**Parent:** Lester Jenkins Sr.

*Note: If anyone has information about past scholarship winners with success stories to tell, please contact the Local 3 Public Relations Department at (510) 748-7400, ext. 3472, or write to the Operating Engineers Local 3, Public Relations Department, 1620 S. Loop Road, Alameda, CA, 94502.*



## ADDICTION RECOVERY PROGRAM

### What's the difference between alcohol and illegal drugs?

**F**or many employers, knowing exactly what to do about alcohol use and abuse is a mystifying subject. After all, alcohol is legal, unlike marijuana and cocaine, the two most popular illegal substances abused by workers.

Why would employers prohibit their employees from drinking during their lunch break? While entertaining clients? At company-sponsored events, such as holiday parties and company picnics? Why stop someone from doing something that is perfectly legal under most circumstances?

A close look at alcohol as a drug can be very sobering, and it can help alleviate many employers' reluctance to address the issue. The fact that drugs are illegal and alcoholic beverages are not is where most of the differences end.

Experts agree alcohol is a drug -- a very addictive and potentially harmful drug when abused. Its impact on workers' job performance and the morale of the workforce is just as real and, perhaps, even more pervasive than that of marijuana and cocaine.

When a person drinks, alcohol enters the bloodstream and spreads throughout the body tissues. Many people think that only hard liquor can be harmful. However, a 12-ounce can of beer has about the same level of alcohol as a 5-ounce glass of wine or 1 1/2 ounces of 80-proof alcohol.

Though the effects of alcohol on the individual greatly depend on the person's size, weight, sex, age, and the amount of food and alcohol consumed, they can be very similar to many illegal drugs. For example, drinking typically slows a person's reflexes and impairs judgment and coordination. It can cause a person to feel dizzy. Larger amounts can result in slurred speech, nausea and vomiting.

The long-term impact of heavy alcohol abuse on the body can be debilitating, even fatal, the same as with drugs. Heavy drinkers risk alcohol dependence, liver disease, ulcers, hepatitis, nervous disorders, heart problems, strokes, cancer and blackouts. Drinking during pregnancy can cause miscarriages and lead to babies being born with birth defects.

Like employees who abuse drugs, alcoholics tend to be troublesome workers. Alcohol abusers, compared to nonabusing coworkers, are involved in more on-the-job accidents that cause property damage, injuries or death to themselves and others. They are absent from work or late showing up more often than their nonabusing co-workers. They overuse health care benefits, causing health care costs to rise.

According to the National Institute on Alcohol Abuse and Alcoholism, a problem drinker is someone who:

- Drinks to function or cope with life.
- Frequently drinks to the state of intoxication.
- Goes to work under the influence of alcohol.
- Drives a car while under the influence of alcohol.
- Is injured and requires medical attention as a result of his or her drinking.
- Under the influence of alcohol does something he or she would never do otherwise.

If you or a loved one are experiencing problems with drugs or alcohol, confidential help is only a phone call away. Contact your ARP at 1-800-562-3277 for confidential advice and assistance.

by Bud Ketchum

Director

Addiction  
Recovery  
Program

(800) 562-3277

Hawaii Members Call  
(808) 842-4624



## FRINGE BENEFITS

### Insights from retiree's book 'Orgies & Egos'

**D**an Heeney, a retired Operating Engineer, wrote a book a few years ago titled "Orgies & Egos... in the Construction Industry." He dedicated his book "to the hard-working, fun-loving, honest, outrageous, courageous and, last but not least, intelligent men and women of the construction industry."

*Here are a few excerpts:*

"When I started operating heavy equipment, the union scale was \$1.45 per hour. However, you could buy a nice house for \$10,000. Not so today. Prices were pretty much relative. We did not have an apprenticeship program, but we did have the incentive we needed. We liked to eat and if you did not have a job, you did not have money for food or for anything else. That incentive, or awareness, will damn sure make you sit up and take notice and make you want to learn -- especially if you have missed a few meals along the way..."

"If you're in construction and you're having a nice R. & R. drive over a fine highway through the mountains, when you start up to where the cut was started for that highway, well, you really know what you're looking at and you appreciate all that went into this beautiful, useful part of life...take time to look up and realize all ... who gave their working lives to creating the incredible highway for us to skim over..."

"Any way you slice it, being a blademan is not an easy job. However, if it were easy, the prima donnas wouldn't want the job. Yes, we blademen are called by many the prima donnas, and all this does is irritate the person who is trying to do a good job. A good, decent job means getting the grade right where it belongs. As an example, if the grade is 1/4 inch low on a 500,000 square foot job, the extra cost in rock is \$7,000 or \$8,000; one quarter inch low on rock and the extra asphalt costs \$30,000. This should give you white-collar people some insight into our world."

These are just a few excerpts from the insight of one of our retirees. The collective insight and experience of all our retirees would fill the Library of Congress many times over, and no one would ever finish all the interesting reading.

### Notice for Fresno retirees

There's going to be a retirees potluck and meeting.

Where: Woodward Park, Valley View Area

When: Thursday October 10, 11 a.m. - 3 p.m., meeting at noon

Please bring your favorite dish.

by Charlie Warren

Fringe Benefits

Director



## How to use your ATM card without getting charged a fee

**Y**ou might have heard last spring that Visa USA and MasterCard International lifted the ban on ATM surcharges. This cleared the way for banks and other financial institutions to charge some ATM users a fee for using their machines.

Since the ban was lifted, banks are doing two things: charging noncustomers ATM fees and luring new checking account customers by offering no-surcharge ATM service. They're saying, "Become our customer, we have ATMs you can access with no surcharge."

While you may save a few bucks on ATM charges, you'll wind up paying much more than at your credit union for all those other important bank services. It doesn't make financial sense to pay high monthly fees on checking accounts, credit cards and even phone inquiries just so you can use a bank's ATMs without charge. Besides, you don't even need another bank's ATM to get cash.

You can avoid ATM surcharges yet still enjoy the convenience by using so-called "point-of-sale terminals" such as those at supermarket checkouts, gas stations, fast food restaurants and stores. You can get cash back with your purchase or withdraw

funds from your checking account without even making a purchase. You won't pay any surcharges if you use point-of-sale sites displaying the Co-op or Explore logos.

Another advantage of point-of-sale sites is that if you need cash at a time when the bank ATM parking lot is deserted -- usually very early in the morning or late at night -- you are better off getting cash inside a safe, well-lighted store. Major supermarket chains open 24 hours are a good choice. Most point-of-sale purchases include no fee. If a merchant does charge a nominal fee, it will be posted at the check-out.

### New check card

Your credit union is about to introduce its new check card, which will show a small Visa logo to remind members that they can use it to make purchases anywhere the VISA logo is displayed. Many merchants also will offer you the convenience of using your check card to get cash.

The new check card will not be a VISA credit card, rather it will give you the advantage of using funds in your checking account to buy everything from movie tickets to back-to-school clothes. With your check card you won't have to stop at an ATM or write out checks anymore.






by Rob Wise

Credit Union

Treasurer

## How your credit union compares

Here are just three of the areas where OE Federal Credit Union membership protects you from extra costs month after month:

SERVICES	OE FEDERAL CREDIT UNION	BANK OF AMERICA	WELLS FARGO BANK
 <b>Monthly checking account</b>	<b>NO FEE</b> and no per check charge	\$4.50-\$9.00 unless \$2500 balance	\$3.50-\$9.00 unless \$2500 balance
 <b>Personal phone service</b>	<b>NO FEE</b>	\$1.50 per call	\$1.50 per call
 <b>Automatic phone service</b>	<b>NO FEE</b>	\$.50 per call each call over your call limit	\$.50 per call each call over your call limit

### Consistent value

New ATM surcharges are just one area in which banks see their customers as a means to an end -- making money for their stockholders. Your credit union, by contrast, sees ATMs and point-of-sale technology as a means to further the value we offer our members. You, not stockholders, are the reason we exist. And the value we offer our members has been consistently better than that offered by other financial institutions. This value includes a generally higher return on your savings and lower rates on loans.

If you are not already a member, the new ATM surcharges and ongoing high costs of bank checking accounts make this a great time to open an account. Take advantage of this important credit union membership benefit. All it takes to become a credit union member is a deposit of \$5 or more into a regular savings account.

To help meet the expenses of computers, books and clothes for school, consider our—



## BACK-TO-SCHOOL SPECIAL

Borrow up to \$1,000 at a Special Rate of 9.9%.

And you have up to 12 months to repay. Starts August 15th and runs through September 30th.



Operating Engineers Local Union No. 3  
Federal Credit Union

6300 Village Parkway, Dublin, CA 94568 • 510/829-4400

Stop by any branch for a free calculator.\*

**Call Today! 1-800-877-4444**

\*Upon loan approval.



## Former RMTTC administrator Larry Uhde inducted into Apprentice Hall of Fame

At its biannual meeting May 1-3 in Monterey, the California Conference on Apprenticeship California inducted Larry Uhde into their apprenticeship Hall of Fame. Considering that the California Conference on Apprenticeship involves well over 40 unionized trades and spans the entire state, being a recipient of this award is very significant indeed.

### Larry's career highlights included:

- Sacramento Sub-Joint Apprenticeship Committee for the Operating Engineers as a management representative in 1963
- Local 3 dispatcher
- Apprenticeship training coordinator
- Apprenticeship division manager and retired administrator for the Operating Engineers Apprenticeship
- Chairman of the Blue Ribbon Committee and California Apprenticeship Council
- Commissioner California Apprenticeship Council
- First chairman of the Sacramento Valley Apprenticeship Training Coordinator's Association
- Director for Western Apprenticeship Coordinator's Association
- Statewide Director for California Apprenticeship Coordinator's Association
- Trustee for the California Council on Apprenticeship
- Sacramento General Joint Apprenticeship Committee member
- Chairman of the first Women in Apprenticeship seminar held in Sacramento in 1972
- Representative to the Sacramento Sierra's Building and Construction Trades Council

Thanks Larry for your contribution to apprenticeship and happy retirement.

by Art McArdle

Administrator



As many of you may know, Larry is retired now from his position of administrator of the Operating Engineers Joint Apprenticeship Committee training program at Rancho Murieta. The hall of fame award signifies his dedication to Local 3 and to apprenticeship statewide.

Hall of fame nominees must have made a significant contribution to apprenticeship. The Public

Relations and Publicity Standing Committee of the CAC, which serves as the selection panel for the award, recognized that Larry easily fits this criteria. Having worked closely with Larry on various apprenticeship committees, I know he was very deserving and that Local 3 was fortunate to have his talents.

Larry was honored at the CAC banquet. His longtime friend and colleague, Ted Sanchez, JAC coordinator for the San Jose District, sang the National Anthem. The award was presented to Larry by Bob Berger, chair of the CAC's Hall of Fame Committee.



## Some important information about lunch breaks

In the spring, the work picture took on a strange pattern. Work would pick up one month then drop off the next. Today the work picture appears to have improved and is maintaining a strong outlook.

The San Francisco International Airport expansion has quite a few survey crews working, with additional work on the way. Housing throughout the 12 Bay Area counties is going full swing, as are commercial and public works projects. In all, work seems to be slightly better than last year.

As you'd expect with the improving work picture, the out-of-work list has greatly improved. The total number of surveyors on the out-of-work list, which includes San Francisco, Santa Rosa, San Jose and Oakland districts, is about eight party chiefs and 15 rod/chain people.

### Lunch breaks

The Technical Engineers Division office has received several phone calls requesting information on lunch breaks. To elimi-

nate any confusion, the following has been taken from the current Technical Engineers master collective bargaining agreement:

### Page 17, Section 04.04.00

"Meal period: there shall be a regularly scheduled meal period. The meal period shall be one-half (1/2) hour and shall commence not earlier than three and one-half (3 1/2) hours and not later than four and one-half (4 1/2) hours from the beginning of the shift. If the individual employer requires the employee to work through his or her scheduled meal period, the employee shall be paid at the applicable overtime rate for such meal period."

### Golf tournament

The 2nd Annual Technical Engineers Golf Tournament will

con't next page

by Paul Schissler

Tech Agent



## New round of Hazmat classes starts this fall

**B**elow is the Hazmat schedule for the fourth quarter of 1996. The starting time for all classes is 7 a.m. You must contact the district office to attend classes scheduled in that district. Those who wish to attend classes in Alameda will be required to contact the Safety Department at (510) 748-7400 ext. 3358 to have your name placed on the roster.

**Please note the following change:** You will not be allowed to attend an eight-hour refresher classes if the last class you attended was prior to 1993. After December of this year everyone who has not taken a class after December 1994 will be removed from our lists and will have to retake their 40-hour class in order to be certified for Hazmat.

### Eight-Hour Refreshers

#### Fairfield District

Sat., Oct. 12

Location: Fairfield District office, 2540 N. Watney Way, (707) 429-5008

#### Santa Rosa District

Sat., Oct. 5; Thurs., Nov. 7

Location: Labor Center, 1700 Corby Ave., (707) 546-2487

#### Oakland District

Wed., Nov. 6; Sat., Nov. 16; Sat., Nov. 23; Mon., Nov. 25; Tues., Nov. 26; Tues., Dec. 17; Wed. Dec. 18; Thurs., Dec. 19  
Location: Local 3 headquarters, 1620 S. Loop Rd., Alameda, (510) 748-7446

#### Stockton District

Sat., Dec. 14

Location: Stockton District office, 1916 N. Broadway, (209) 943-2332

#### Fresno District

Sat., Nov. 2

Location: Cedar Lanes, 3131 N. Cedar, (209) 252-8903

#### Marysville District

Fri., Dec. 20

Location: Sutter-Yuba Assoc. of Realtors, 1558 Starr Drive, Yuba City, (916) 743-7321

#### Redding District

Sat., Dec. 21

Location: Redding District office, 20308 Engineers Lane (916) 222-6093

#### Sacramento District

Sat., Sept. 14, Wed., Nov. 27; Wed., Dec. 18

Location: Sacramento District office, 4044 N. Freeway Blvd., Ste. 200, (916) 565-6170

#### San Jose District

Fri., Nov. 8; Sat., Nov. 9

Location: To be determined  
(408) 295-8788

### 40-Hour Classes

#### Sacramento District

Oct. 28 - Nov. 1

Location: Sacramento District office, 4044 N. Freeway Blvd., Ste. 200, (916) 565-6170

#### Alameda Headquarters

Oct. 7-11; Nov. 18-22, Dec. 2-6

Location: 1620 S. Loop Road, Alameda, (510) 748-7400 ext. 3358



by Brian Bishop

Safety Director

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be held Sunday, September 29. Tee time will be at 7:30 a.m. For those who would like to participate, contact Paul Schissler at (510) 748-7431 or in the evenings at (510) 538-5611. Last year's tournament was a complete sellout, so sign up early to ensure your spot.

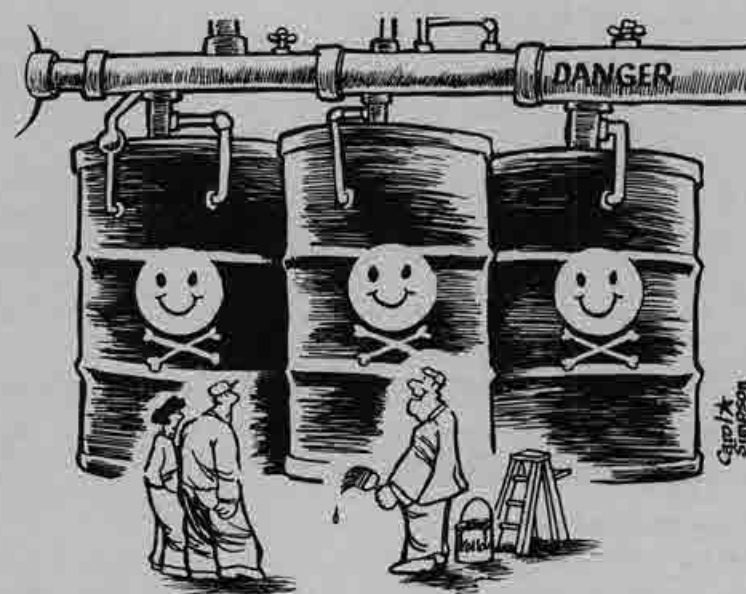
### A Look into the Past-1978

Recognize anyone?



From left to right:

Gene Schaufler, Pat Keith, Wayne Patch, Wally Schissler, Brent Robertson, Joe Sully, Mark Barnes



"After the latest CANCER scare, we thought you needed a little cheering up."

## Gibbons & Reed crews working smoothly on Kennecott Copper dike project

SALT LAKE CITY — Gibbons & Reed was awarded a dike maintenance contract earlier this spring at the north area of the Kennecott Copper Company mine. The company has been able to keep about 12 Operating Engineers working 40 hours a week since late March.

The project consists of raising the dike 9 feet and about 800 feet toward the center of the pond. Slurry is pumped into the pond from the smelter area. The sludge then settles and the water is recycled to pump more sludge from the smelter area to the settling ponds. Different areas of the pond are worked so the sludge has a chance to dry. The settlement is excavated and used to build and maintain the dike.

Steve Swisher, project manager for Gibbons & Reed, said he's very happy with the operators that have been in the seats this summer and that they've done a great job. Glen Mills, a 38-year member is the foreman on this project and is the one responsible for putting together a great crew of Operating Engineers. Jeff Hunter, project safety superintendent, says the safety record is excellent and is happy to report, at press time at least, that there have been no lost-time accidents.

Thanks to all our brother engineers on this project who are demonstrating the best skills.

**H.K. Pang,**  
Business Rep.

▼ **Gibbons & Reed dozer operator Jacques Dangemanse at Kennecott Copper dike project.**



## Adams Smith finishing up Salt Lake airport tower

SALT LAKE CITY — The work in Utah is picking up well again this season. One of the projects filling the skyline at the Salt Lake International Airport is the new air-traffic control tower being erected by Adams Smith, one of Local 3's good union contractors.

The Manitowoc 4100 tower crane shown in the photographs was furnished by Acme Crane Rental, and the operator running the rig is 36-year member Claude Lish. Claude's talking about retirement, but we all know the work gets in your blood and it's hard to leave it.

The control tower is 316 feet high with the crane running 415 feet of boom, the most boom Claude has handled on a crane. Able and willing operators like Claude give us our reputable name, and Acme Crane has several other very good operators on its payroll. Our other crane companies, Shurtleff Andrews and Alpine Crane, have also kept their crews going this spring.

The Sharon Steel cleanup in Midale that Ogden Remediation is doing is another busy site. This is a hazardous waste project, and we've had a difficult

time staffing it with Hazmat certified hands. Our training program has gone out of its way to put on the 40-hour Hazmat classes to get these jobs filled.

I attended one of the 40-hour classes early this year at the Spanish Fork Training Site and was very impressed with the training given by Joe Richins, Verlyn Shumway and Rickie Bryan. Every member should get Hazmat training when he or she has a chance in the winter layoff months. It could be invaluable to you.

We're starting negotiations with our rock, sand and gravel companies of Geneva Rock, Fife Rock, Concrete Products and Valley Asphalt. It looks like a long, hot summer ahead. We hope to come out with some profitable contracts this year as the work has been there the last few years, and it looks like it's going to stay with us for several years to come.

Have a great summer, and like you were told when you were a kid, use it up, wear it up, or do without.

**Virgil A. Blair,**  
Business Rep.

## Local 3 and Kennecott break off master agreement talks

SALT LAKE CITY — The unions that bargain with Kennecott Copper Company began early negotiations last May in an effort to work back to a June 30 contract expiration date, which we lost in negotiations three years ago.

The goal is for each of the 17 local unions who represent workers at Kennecott to finish negotiating their local supplemental agreements by June 5. From June 10-30, the bargaining committee would then try to resolve master contract language, work on fringe benefit improvements and economics.

As of July 1, 11 unions, including Local 3, have reached tentative agreement on local issues. However, master negotiations broke off June 23, with no meetings scheduled and the expiration date of the agreement September 30.

Kennecott negotiations are long and difficult because so many diverse parties and interests must come to an agreement. There are several important issues that have to be resolved, with pension, wage and health benefits at the top of the list. I'm hoping we can put some of the more minor issues to rest so we can concentrate on the more serious bread-and-butter issues discussed earlier.

If you have questions regarding negotiations, contact your stewards so he or she can keep you informed during these important times. I want to thank all the Kennecott stewards for the fine job they are doing to represent you in these negotiations.

**George Stavros,**  
Business Rep.



▲ Crane operator Claude Lish, left, with Business Rep. Virgil Blair at the Salt Lake airport tower job.

► Using 415 feet of boom, Claude Lish lifts a panel into place on the 316-ft. high air-traffic control tower.





## Good work season pulling lots of members off out-of-work list

SANTA ROSA -- We reported in the April Engineers News that some Caltrans projects would bid before May. Unfortunately, three of these projects are still on hold and should go out to bid this month. We hope they are the Squaw Rock U.S. 101 project, the Leggett U.S. 101 slide and the downtown Willits U.S. 101 widening.

Local contractors have their operators back to work and have pulled a few members off our out-of-work list. Dillingham Construction is just getting off the ground on the Healdsburg bridge job and might put a few more hands to work. Ghilotti Construction has two crews working north of Santa Rosa. The Kendall-Jackson Winery is just about completed, and the underground retaining walls on the Healdsburg widening project are finished.

Argonaut Constructors has three waste water treatment plant jobs going on in Sonoma County. The company is getting started on the third phase of the Skyhawk Development project on the east side of Santa Rosa.

A lot of North Bay Construction's work is in other districts, but it does have two subdivisions in Rohnert Park and one in Cloverdale, jobs that are

keeping some of our operators busy.

It's refreshing to see a union contractor doing some agricultural work in Alexander Valley. Harold Smith Construction out of Napa has been working on phase three and four of the Kendall-Jackson project, which will provide a couple of years worth of work for about five to seven operators.

We know that there are a few non-union agriculture contractors in the area trying to figure out how Harold Smith can afford to pay "those kinds of wages and fringes." The answer is quality work and good production.

Siri Grading and Paving just began a \$720,000 Caltrans parking facility in Cloverdale. It's also working on a \$5 million project in Pleasant Oak Park in Windsor. Engelke Brothers of Healdsburg has been waiting on some FEMA money so it can start a \$220,700 box culvert job.

Oak Grove Construction has been busy working in southern Sonoma County at various jobs in Petaluma and Rohnert Park. Up North, Parnum Paving picked up two pretty good sized jobs. One is

a \$4 million job at the Homestake Mine, the other a \$3.5 million project in Humboldt County.

Huntington Brothers is currently going full bore at Sea Ranch and its hands are picking up some overtime. Mendocino Construction Services has been busy on the Ukiah sewer treatment project and on the bank crossing job. Most of its employees are back to work, and they are hoping to pick up some Caltrans jobs that are ready to go.

We just completed a pre-job conference with R. M. Harris Company Inc. regarding the \$8.7 million bridge replacement realignment project on Wood Road in Sonoma County. Also, Pacific Mechanical Corp. was recently awarded the second phase of the \$2.5 million Sweetwater Springs Water Supply and Storage improvements.

As many of you already know, we are not having our annual barbecue this summer. Instead, we are planning to have an open house once we move into our Rohnert Park office. We will be sure to give you more information as soon as we have more details.

**Gary Wagon, District Rep., J.K. Killeen and Greg Gunheim, Business Reps.**

## SAN FRANCISCO DISTRICT news

### Enjoying the good life

Bert Kremsreiter, right, receives 50-year watch from District Rep. Don Jones



SAN FRANCISCO -- Martin Lovrin took a break while remodeling his living room and dining room to receive his 50-year membership watch and pin. Marty has been retired for about four years and feels he has made the adjustment. Prior to retiring, Marty worked his last few years in the trade at Homer J. Olsen Inc.

Lambert Kremsreiter receives his 50-year watch and pin from San Francisco District Rep. Don Jones. Bert has been retired for about 19 years. His career as an Operating Engineer started with Cahill Bros. Construction Co. In 1956, he went to work for Clementina Ltd. as a master mechanic where he stayed until his retirement.

We would like to recognize Marty and Bert's many years of service to the union and the industry. To a couple of "old boys" with real grit, we thank you.



Martin Lovrin

## RENO DISTRICT news

### Reno-Sparks teaming with subdivision work

RENO -- Work in northern Nevada is booming, a fair amount of which consists of subdivision work and asphalt overlays.

Frehner Construction is starting two overlays on Hwy. 50 between Ely and Eureka, Hwy. 95 at Paradise Hill, and Hwy. 51 at Mountain City. The company is finishing work on Hwy. 95 near Hawthorne, Alternate 95 at Silver Springs, and I-80 at Deeth and Jackpot.

Granite Construction is starting overlays on I-80 at Golconda, Hwy. 50 at Middlegate, Virginia Street in Reno, Hwy. 28 at Lake Tahoe and finishing I-80 at Fernley. W. Jaxon Baker is starting on a Regional Transportation Commission project

on Mill Street in Reno and has been doing overlays on Hwy. 95 and the city streets in Winnemucca.

Q & D Construction is busy with the housing boom in the Reno-Sparks area. Ford Construction has underground work on a subdivision in Lemmon Valley and was low bidder on the Sparks effluent water line from the Sparks wastewater treatment plant to the Wildcreek Golf Course.

T.W. and Earl Games are working around town on many site preparation jobs. We have contractors on the Circus Circus parking garage, airport parking garage, IGT expansion

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### SAN FRANCISCO - SAN MATEO - MARIN DISTRICT PICNIC

Saturday, Aug. 10, 1996 • 1 pm to 4 pm • Junipero Serra Park, San Bruno

Adults \$12.50 • Retirees \$10.00 • Children Under 12 FREE

**AVOID THE RUSH!!! Order your tickets now!**  
Call S.F. District Office for more information  
(415) 468-6107

## Come to the Oakland District Picnic!

The Oakland District will hold its picnic on Labor Day, September 2, at the Alameda County Fairgrounds in Pleasanton in association with the Alameda County Central Labor Council.

**Tickets:** Adults \$10, retirees \$8, children under 12 \$3.50

**Notice:** There will be no tickets sold at the fairgrounds. You must purchase your tickets in advance from the Oakland District either at the office or in the field from your business agent.

**Menu:** Lunch of steak with all the trimmings for adults; hot dogs and hamburgers and chips for the children. Beverages include soft drink and beer.

There will be a separate raffle to raise money for our picnic fund.

This is the year we must get involved in politics, so come out and have a great time and meet some of the candidates we need to get elected. For more info, call (510) 748-7446.

## Attention Women Operators!

There's going to be a Women's Support Group potluck

**When:** Sunday, August 18

**Where:** Pam's house in Berkeley

This will be an opportunity to welcome many of the new women in our union and to catch up on what's going on during such a busy work season. Because we won't have time to send a flyer, call one of us to get the details and directions.

Kristi (415) 364-4183, Pam (510) 540-6937 or Beth (510) 835-2511.

## 1996 District Picnic Schedule

### Reno District

- Saturday, July 20
- Deer Park, Sparks, NV
- Retirees meet 11:00 a.m.
- Picnic starts at 1:00 p.m.
- Menu: steak, hot dogs,
- salad, beans, garlic bread, ice cream, beer, soft drinks
- Music, raffle
- \$7.50 each, \$15 per family, retirees free

### KAUAI PICNIC DATE CHANGE

Please note the date of the Kauai Picnic has been changed from July 7, 1996 to July 21, 1996. For more info call the district office (808) 845-6438

### San Francisco District

- Saturday, Aug. 10
- Junipero Serra Park, San Bruno
- Menu: steak, chicken, hot dogs for kids
- Tickets avail. May 15
- Adults \$12.50
- Retirees \$10.00
- Under 12 free
- Info: (415) 468-6107

### Utah District

- Saturday, Aug. 24
- Murray Park, Pavilion No. 5, 495 E. 5300 S., Murray, UT
- Retirees served at 12 noon
- Meal for active members served at 1 p.m.
- \$6 per person, \$10 per family

### Oakland District

(See note to left)

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and Nugget tower. Foster Wheeler and its sub-contractors are at the Pinon Power Plant and have over 50 operators working on site. Ames has had a busy year in the mines at Carlin and Beowawe.

I would like to thank Bob Miller for giving the COMET class in Nevada, and also thanks to the members who participated. The members are showing a lot of interest in organizing. If anyone is interested, contact the district office at (702) 329-0236. We will have meetings for members that have completed the class.

Based on membership meetings and surveys, contract increase allocations are as follows:

- Master: \$.44 to wages, \$.15 to pension, \$.16 to vacation
- Private: \$.50 to wages 7/1/96 and \$.50 to pension 1/1/97
- Rock & Sand: \$.50 to pension
- Truck Crane: \$.24 to wages, \$.20 to pension, \$.16 to vacation
- Concrete Pumping: \$.50 to pension, \$.25 to vacation
- Mine Stripping: Additional \$5 per day subsistence, 7/1/96
- Mine Maintenance Crane: \$.25 to pension, \$.25 to vacation

Recently a group of 24 retired members met for a breakfast reunion in Fernley at the old Wig Wam Restaurant. They had one thing in common: all worked at one time or another for Silver State Construction. Special thanks to Mike Gabiola, Al Montrose and Millard (Sam Brown) Bowers for their efforts in rounding everyone up. You can be sure there were a lot of stories that went around the table that day.

District 11 staff wants to thank everyone for their participation in and support of our annual picnic. Your district works very hard on the picnic and appreciates your attendance. Also, thank you to all the contractors for their contributions to make this a free event for our retirees and their spouses.

**Chuck Billings**  
Business Rep.



**The June 8 Comet class in Reno, Nev.**





# Aloha from the Hawaii District!

▼ A panoramic photograph of those who attended the December Retiree Association meeting in Honolulu.



▼ At a recent retiree meeting are from left: Vice President Jerry Bennett, former business rep. and organizer Burt Nakano, Financial Secretary Max Spurgeon and Wilford Brown, Hawaii Retiree Association chair.

▼ The Hilo COMET class participants receives their certificates.



▼ Joseph Catcart, middle, receives 50-year watch from Vice President Jerry Bennett, right, and District Rep. Adrian Keokokalole.

► Maui COMET class participants receive their certificates.





## MEETINGS & ANNOUNCEMENTS

### HONORARY MEMBERS

The following retirees have thirty-five (35) or more years of membership in the Local Union as of June, 1996, and have been determined to be eligible for Honorary Membership effective July 1, 1996. They were presented at the June 23, 1996 Executive Board Meeting.

Bobby R. Boggs*	# 0950880
Donald E. Boldt	# 0590527
Edgar W. Cavelli	# 0991001
Robert O. Currie	# 1061934
Henry E. Felber	# 1070931
Maurice D. Herlax	# 1070943
John L. Hinote	# 1051423
John C. Lamb	# 0999187
Morris A. McQuerry	# 1070955
Earle W. Pourroy	# 0920786
Benjamin Richards	# 0876268
Aaron Richardson	# 0750377
F.M. Schwartz	# 0889194
Ellis Strmiska	# 0955147
Carl Wegren	# 1071088
David Wilson	# 0654219
William Withers	# 0754368

\*Effective April 1, 1996

### Bring your dues card

Recording-Corresponding Secretary Robert L. Wise wishes to remind all members to carry their paid up Local 3 dues card. When attending a semi-annual, quarterly district or specially called meeting of the union, your paid up dues card is proof of your good standing status as a member of IUOE Local 3 and your right to vote in such meetings and/or participate in the business of the union.

### Maui District office moves to new location

On July 1, 1996, the Maui District office moved to their new office location. The new address and phone number are as follows:

**Operating Engineers Local Union No. 3**  
**Wakea Business Center**  
**350 Hoohana Street, Bay C-5**  
**Kahului, Maui HI 96732**  
**(808) 871-1193**



**LEGAL SERVICE**  
**1-800-452-9425**

**FREE LEGAL ADVICE:** Free 30-minute consultation in person or over the phone; free follow-up phone call or letter.

**FREE DOCUMENT REVIEW:** Important papers, leases, insurance policies or other contracts are reviewed and explained. (Written evaluations are not part of this service, nor are documents written by you or for use in a business capacity.)

**LOW-COST SERVICES:** A 30 percent discount for complex matters.

### DISTRICT MEETINGS

All meetings convene at 7:00 p.m.

#### AUGUST 1996

- 8th ..... District 01: San Francisco, CA**  
 Seafarers Int. Auditorium  
 350 Fremont St., S.F., CA
- 15th..... District 04: Fairfield, CA**  
 Engineers Building  
 2540 N. Watney Way, Fairfield, CA 94533
- 22nd.... District 11: Reno, NV**  
 Engineers Building  
 1290 Corporate Bl., Reno, NV 89502
- 23rd .... District 12: Salt Lake City, UT**  
 Engineers Building  
 1958 W. N. Temple, S.L.C., UT 84116
- 29th..... District 50: Fresno, CA**  
 Laborer's Hall  
 5431 East Hedges, Fresno, CA

#### SEPTEMBER 1996

- 5th ..... District 20: Alameda, CA**  
 Local 3 Headquarters  
 1620 S. Loop Rd., Alameda, CA 94502
- 10th..... District 17: Hilo, HI**  
 Hilo ILWU Hall  
 100 W. Lanikaula St., Hilo, HI
- 11th..... District 17: Maui, HI**  
 Waikapu Community Center  
 22 Waiko Place, Wailuku, HI
- 12th..... District 17: Honolulu, HI**  
 Washington Intermediate School Cafeteria  
 1633 S. King St., Honolulu, HI
- 17th..... District 17: Kona, HI**  
 Waimea Community Center  
 Kamuela, Kona, HI
- 19th..... District 10: Santa Rosa, CA**  
 St. Eugene's Church  
 2323 Montgomery Dr., Santa Rosa, CA
- 19th..... District 17: Kauai, HI**  
 Kauai High School Cafeteria  
 Lihue, HI
- 24th..... District 90: San Jose, CA**  
 San Jose Dispatch Hall  
 760 Emory St., San Jose, CA 95126

#### OCTOBER 1996

- 1st ..... District 80: Sacramento, CA**  
 Engineers Building  
 4044 N. Freeway Blvd., Sacramento, CA 95834
- 10th..... District 50: Fresno, CA**  
 Laborer's Hall  
 5431 East Hedges, Fresno, CA
- 15th..... District 40: Eureka, CA**  
 Engineers Building  
 2806 Broadway, Eureka, CA 95501
- 16th..... District 70: Redding, CA**  
 Engineers Building  
 20308 Engineers Lane, Redding, CA 96002
- 17th..... District 60: Marysville, CA**  
 Veterans Memorial Center  
 1703 Elm Street
- 24th..... District 30: Stockton, CA**  
 Engineers Building  
 1916 N. Broadway, Stockton, CA 95205
- 29th..... District 04: Fairfield, CA**  
 Engineers Building  
 2540 N. Watney Wy., Fairfield, CA 94533

### DEPARTED MEMBERS

Our condolences to the family and friends of the following departed members (compiled from the May and June 1996 database).

William Adams	Yachats, OR	05/25/96
John Ade	Concord, CA	04/21/96
George Babson	Kula, HI	05/11/96
Dorset Ball	Salt Lake City, UT	06/15/96
Cecil Ball	Oroville, CA	06/16/96
Harvey Braden	Livingston, CA	06/09/96
Donald Bruner	Steamboat, NV	05/20/96
Merrill Burch	American Fork, UT	05/20/96
William Burke	Clearlake Oaks, CA	05/23/96
Patrick Callahan	Auburn, CA	06/11/96
Tom Clements	Onalaska, WA	06/01/96
R. Connor	Deming, NM	05/22/96
Melvin Cross	Sumner, WA	06/26/96
Zell Darden	Chico, CA	05/09/96
Jack Delatorre	Santa Rosa, CA	06/13/96
Roston Dillard	Yuba City, CA	03/17/96
Aubrey Faulkner	Fremont, CA	05/13/96
Herbert Flores	Soquel, CA	05/12/96
Charles Flynn Jr.	Reno, NV	05/27/96
Joe Gasaway	Citrus Heights, CA	05/02/96
Herbert Goehring	El Sobrante, CA	06/20/96
Paul Graves	San Jose, CA	04/25/96
Richard Guttridge	American Canyon, CA	04/19/96
Frank Hays	Redding, CA	06/12/96
Leonard Hendricks	Shingle Springs, CA	05/27/96
Ralph Herbert	Orem, UT	05/26/96
Jerry Hilbert	Tracy, CA	04/11/96
Ray Hogue	Carlin, NV	04/16/96
Cecil Johnson	Central Point, OR	05/06/96
George Kerr	Loomis, CA	05/18/96
Lawrence Kinkead	Red Bluff, CA	05/02/96
Charles Lance	Moraga, CA	06/02/96
Nelson Lingston	Kapaa, HI	06/20/96
Al Maggini	Walnut Creek, CA	06/22/96
Joe Mathias	Campbell, CA	05/07/96
Manuel McCloud	Schurz, NV	04/07/96
Marvin McQuone	Fresno, CA	04/07/96
Joseph Merri	Sacramento, CA	06/06/96
S. Moody	Brea, CA	05/14/96
John Nevarez	San Francisco, CA	04/24/96
William Parks	Sparks, NV	05/21/96
Leroy Peoples	Folsom, CA	06/02/96
Charles Pia	Honolulu, HI	05/30/96
Art Rackham	Ogden, UT	05/24/96
Ray Richards	Panguitch, UT	05/12/96
Robert Riede	Modesto, CA	05/04/96
Charles Rockhoff	Eureka, CA	05/05/96
Walter Schmitz	Fresno, CA	06/10/96
Melvin Sevey	Rough Ready, CA	05/14/96
William Sharpless	Sparks, NV	05/21/96
George Smith	Red Bluff, CA	05/04/96
Willard Smith	Stockton, CA	05/02/96
George Stinnell	Modesto, CA	05/07/96
Glenn Tabler	Fremont, CA	05/16/96
Rayford Triplett	Oakdale, CA	05/30/96
Myron Vandenburg	Reno, NV	05/06/96
Kenneth Weidner	New Pine Cree, OR	04/05/96
Grady Williams	Santa Cruz, CA	05/31/96
Edgar Wolfe	San Jose, CA	05/11/96
Glendon Woodcock	Monterey, CA	06/03/96
E. Wright	Provo, UT	04/08/96

#### Deceased Dependents

Thursia Beaty (Wife of Lester Beaty)	05/07/96
Barbara Brown (Wife of Larry Brown)	06/04/96
Ina Brown (Wife of Charles Brown)	06/02/96
Beatrice Davis (Wife of Paul Davis)	05/07/96
Louise Laca (Wife of Pete Laca)	06/04/96
Phyllis Lynn London (Wife of E.Z. London)	08/25/94
Christina Nevarez (Wife of John Nevarez)	04/24/96
Noemi Nevarez (Daughter of John Nevarez)	04/24/96
Helen Oda (Wife of Mitsuo Oda)	05/19/96
Christopher Plowman (Son of Chris Plowman)	06/08/96
Kathryn Quinn (Wife of James Quinn)	06/18/96
Wanda Quist (Wife of Carl Quist (decd.))	05/24/96
Elizabeth Vaughan (Wife of Gordon Vaughan)	06/04/96
Naomi Wellman (Wife of Carl Wellman)	06/17/96
Dora Wilcox (Wife of Marv Wilcox)	04/03/96



## Free Want-Ads for Members

**FOR SALE: Revolver.** .38 Special: \$150. Also: .25 cal semi-auto pistol; two 7.62 x 39mm rifles, pre-ban, pre-registration style. Call Robert (510) 372-5893 after 6pm. #2084439

**FOR SALE: Misc items.** 1-Velcon Hyd oil refiner filter system, on dolly; 1-Hyd sliding table cut-off saw, 30" blade on trailer; 1-Hyd vertical splitter, 36" table, 26" stroke; 1-55gal Lincoln grease-gun; 1 yd cement bucket; 500/300 gal fuel tanks w/stands; misc split cords; 40' alum ext ladder. Call for more items. (209) 984-5343. #693648

**FOR SALE: '91 Goldwing 1500 cc.** Anniversary Edition, 4-spkr stereo, intercom, CB, lots of chrome, one owner, 17K mi. \$10K. Marysville area. (916) 742-1045, lv msg. #1425012

**FOR SALE: 1990 Bonneville SSE.** 4-door, 61K mi, exc cond, loaded, incl CD player, new tires, sun roof, leather int. Take over payments. Also: 2.5 acres on river w/mobile in Scottsburg, OR. For more info call (541) 587-4345 eves. #899465

**FOR SALE: Campground membership.** Klamath River, CA—Coast to Coast on south bank of Klamath River near ocean—good fishing & hiking trails: \$700. Incl transfer fees. (209) 634-8175. #0987265

**FOR SALE: 1990 F350 7.3L Diesel Supercab Dually.** Lariat 5-sp w/hideaway gooseneck back, frame welded. Hefty chrome drop bumper, AC, cruise, very clean. Fabric bench seat, sliding rear window, PDL, PW (tinted), outside visor, bug shield, new tires, shocks, brakes, cyl etc. \$14,500. (510) 582-4443. #0863943

**FOR SALE: Mobilehome** in Napa, CA. Very spacious, 24' x 60', 8' x 24' den w/stone f/p, 2-bd/2-ba, family rm, shed, carport on corner lot in family park. \$45,000 OBO. (707) 224-4630. #2035147

**FOR SALE: 4x4 wheels.** Set of four Dodge five-lug wheels w/hub caps and 31 x 10.5 tires and snow chains. \$100. Rod (415) 731-2399. #2264355

**FOR SALE: 1974 Monte Carlo SE.** AC, swivel seats, orig 400 engine and paint, new stereo, tires, battery. 107K mi, excel cond. \$5,500 OBO. (707) 274-2517 before 8 am or after 6 pm. #2005036

**FOR SALE: 1989 London-Aire 37'.** 454, 20K mi, luxury std equip, 6.5 Onan, Auto-Hyd jacks, Dr/door, basement storage, 2/air, 2/hr, rear island queen, white Corian, upgrade stereo w/CD. Ext-white/blk, Int-grey/mauve & mahogany. Must see, excel cond. \$65,500. (602) 491-9784. #0889194

**FOR SALE: Newer home in Arkansas Ozarks.** On Scenic Hwy 7, south of Jasper. 1,950 sq ft, 2.5 acres. lg vaulted ceiling, lvg rm, fam rm, 2-bd/2-ba, covered porches, patio. Self-contained guest cabin. Circular driveway, greenhouse, pond, orchard, gardens. \$89,000. (501) 446-2933. #108781

**FOR SALE: Ford Bronco II XLT.** 4WD, V5, auto trans, PS, PB, AC, 37K mi on rebuilt eng, \$6,000 OBO. Need to sell. (209) 531-2044. #1972252

**FOR SALE: Forced to sell due to illness.** Membership in "R" Ranch, Napa Co., CA. Paid \$12,000, sell for \$6,000 OBO. Also: 1 week timeshare: Thunderbird Resort, Sparks, NV. Paid \$9,000, sell for \$5,000 OBO. (707) 539-1112. #982957

**FOR SALE: 1990 Ford F250 Extra Cab XLT Lariat.** 7.3 Diesel auto w/overdrive, fully loaded incl capt's chairs, tow pkg, goose-neck hitch for 5th wheel, PS, AC, PW, PL, more. Excel cond w/only 68K mi. \$15,900. (510) 449-5164 eves or lv msg. #1953042

**FOR SALE: Misc items.** '77 Dodge mobilehome Monaco 23' 54K mi, new tires (7) \$7,000 OBO. '66 Ford pickup camper special/work truck \$750 OBO. 350-ft new phone line-direct burial multi line \$100. 2-axle trailer 4 1/2' x 16' elec brakes, HD \$500. 1-axle trailer 5x8' \$100. Bedliner for full size Ford pu \$50. HD Const tool box for step side pu \$50. (408) 246-1669 after 5pm. #1586447

**FOR SALE: 22 mag revolver S&W,** new in box. Also: Fussion SKS Curio Relic long guns—not on ban list in CA. Scope, synthetic stock, semi-auto, sling, 10 round mag, reg is not required under current state law. Have no FFL and am not a gun dealer. Will sell or trade. (510) 372-5893. #2094439

**FOR SALE: 3 city lots.** In Klamath Falls, OR. Golfing, store, bus on blk town 3/4 mi. All utilities at curb. \$3,000 dn-\$100/rmo or \$14,000. (541) 798-1073. #0728471

**FOR SALE: '83 Beachcraft.** 18 1/2 ft Cuddy, 305 V8 OMC, fish/ski, depth finder, porta-potty, compass, cass stereo, dual axle trailer, new rubber, blue/white. \$6,000 OBO. (415) 726-4326. #1159431

**FOR SALE: Misc items.** 3-sp boys bike \$40. 1970 Ford ltrk cab glass, tinted \$25. Elec hedge trimmer \$15. 2-coil springs (rear) for '64 Chev \$40. Elec soldering iron w/var heat \$10. Exercise bike w/speedometer \$50. Garage vacuum 1.25hp 5 gal cap, needs work \$10. (415) 593-6385. #558767

**FOR SALE: 1924 Cadillac.** 4-door, very good cond \$16,000. Also: 1926 Dodge touring car, needs upholstery \$5,000. (408) 258-7935 or (209) 239-2264. #0931083

**FOR SALE: Portable electric cement mixer.** 1/2 yd, good cond \$375 OBO. Also: Homelite chain saw, 16" Super XL \$75. (916) 482-1969 (Sacramento, CA). #1058503

**FOR SALE: Home in Brookings, OR.** Fantastic view of ocean, harbor, city, Pelican Bay, light house, etc. 2,700 sq-ft, 3-bd/3-ba, RV parking, covered boat storage, 2 garages, in-law quarters w/kitchenette, garden, 2 shops. \$269,000. (541) 1130324. #1130324

**FOR SALE: Art piece.** Beautiful Italian white marble statue of Eve. 4-ft tall and 32" marble base. \$3,000 OBO. Also: 1970 Cord Replica by Samco. 440 V8, new tires, top, PS, PB, PW, real sharp, must sell \$14,000. (707) 823-4667. #924959

**FOR SALE: Antique French armoire.** Solid carved oak w/3 doors, beveled mirror in middle door, carved roses on side doors.

Shelves inside. Measures 5'3" wide, 7'9" tall and 1'6" deep. Minto cond \$6,000. (209) 333-2506. #1774822

**FOR SALE: 1989 Ford F350.** Red w/grey int, new tires, 4X4, heavy duty low pkg, big diesel eng, rear bumper, bed liner, 2 tanks, sliding back window, more. 31K mi. \$15,995. (415) 692-3635 or (415) 515-2275. #1203443

**FOR SALE: 76-acre ranch.** Double utilities and city water, 1 well, excel white rock road onto and on property, creek, 75% wooded, excel bldg view sights or trailer locations. 4 mi north Marble City, OK. Low taxes, excel retirement. P.O. Box 9, Marble City, OK 74945 or call (918) 775-4647. #1651736

**FOR SALE: 1987 Chevy S10 Blazer.** 4X4, one owner, 2-tone green/white. Loaded: PW, PL, PS, AC, auto, cruise, AM/FM cass, alloy wheels. All maintenance records and books avail. Mechanically sound. 110K mi, excel cond in/out. Lo blue \$5,800—hi blue \$8,800. Sell \$6,800. (707) 632-5677. #2077224

**FOR SALE: 1964 Classic T-Bird.** Blue in/out, needs paint and vinyl top. No rust. Power windows & seat, new rebuilt 390 V8. \$6,000. Photo avail. If interested. In Shawnee, OK. (405) 273-6015. #0587424

**FOR SALE: Duplex in Modesto, CA.** 2-bd/1-ba units, one 1,200 sq ft w/double garage, other 1,000 sq ft w/single garage (all w/openers). Walk-in closets, new roof, carpet, paint in/out, dishwashers. Lg unit has new heat pump, small unit has new stove and hood. \$155,000 OBO. (209) 575-2456. #904634

**FOR SALE: '89 Nova.** 6-cyl, column shift 3-sp, good work car \$850 OBO. Also: portable air compressor, 7-gal tank, 100 lbs pressure, auto on/off, 110 v elec: \$85 OBO. Prof model hair dryer on stand w/rollers, 3-settings, 110 v elec: \$75 OBO. (209) 823-1906. #1563111

**FOR SALE: Burial plots.** 2 spaces, Green Lawn Memorial Park in Colma, Ca. Lot 79. Good Shepherd section, spaces 9 & 10. (415) 591-3716. #1382469

**FOR SALE: Aux. 50-gal gas tank** for p/u trucks - w/accessories. Like new. \$340 OBO. (707) 747-3171. #1759119

**FOR SALE: 2-bd house** on 4 lots. Four out bldgs, 20+ fruit/nut trees, concrete drive & patio, new carpet, all fenced, city water, sewer & well: \$75,000. Also: adjoining 95' x 60' lot w/8' x 40' mobile w/g porch, storage bldg, cement pkg, good rental: \$35,000. Sell separately or both for \$105,000. (707) 995-7031. #1196400

**FOR SALE: 1996 Bouncer motorhome.** Sudden death in family forces sale. 28-ft - a real steal! Assume loan, TOP. Used 1 time. Double bed, fully loaded, 2 TVs, VCR, window coverings & more. (707) 837-9372. #0994110

**FOR SALE: 4,000-gal alum semi tank.** Excel cond \$3,500 OBO. Also: 1970 Bobcat 610, good digger, Wisconsin attachment ready: \$2,500. '74-'79 GMC full time transfer case, turbo 400 & converter: \$400. 30-06 scope A1, made in Spain: \$200. 1980 YZ125 Yamaha, new lower/upper end: \$800. (510) 672-5117. #2251878

**FOR SALE: '78 Corvete** \$6,000. Also: '85 Z28 hood, doors, f-tops/radiator, brakes, master cylinder. (408) 757-5614. #1192168

**FOR SALE: Homette motorhome.** Excel cond, clean, 24' x 60', in park in Brownsville, CA. 3-bd/2-ba, lvg/fam rm, dining rm, carpet, Pettit heater & cent heat, water cooler, W/D, ref, 8' x 50' covered deck, 2 storage sheds. \$27,000. (916) 675-1433. #1178350

**FOR SALE: '93 Four Winds 5th wheel.** Cent air/heat, micro, dbl refrig, slide-out L/D, awning, mini blinds, full bath. Also: '89 Dodge 350 LE, Cummins diesel w/Honda generator. All for \$29,000. (209) 852-2054. #589221

**FOR SALE: Mobilehome.** 55+ Senior Park in Concord, CA. 1-bd, 16' x 44', double-wide w/screened in porch, covered patio, carport, very spacious. Excel location. \$19,950. (415) 825-5496. #1774540

**FOR SALE: 1987 Mazda RX7.** Excel cond in/out. CC, AC, AM/FM cass, sun roof, tinted rear window. Red body color. Must see. \$5,000 OBO. (916) 273-6852. #1829436

**FOR SALE: 1975 Oldsmobile Calif Cutlass.** 2-dr, hardtop, color butterscotch w/cream top, white int, one owner, rebuilt trans, new rotors and brake linings, deluxe steering wheel, AT, PS, good transportation. \$2,000 OBO. (510) 443-5927. #947100

**FOR SALE: '84 Ford Backhoe 555.** Cab w/heater, 4-n-1 loader, extendo, new tires \$14,500. Also: 1960 Adams grader, 12-ft blade, runs great \$4,500. Sport camper shell, full size, insulated, sliding glass cargo door \$375. Porta Fid (FID), new, gas leak detector, to detect hydrocarbons \$2,500. (408) 274-7595. #1137543

**FOR SALE: 1930 Model A Ford Coupe.** First class condition, rumble seat. \$10,000 OBO. (916) 284-6809. #0256621

**FOR SALE: 1966 Jaguar.** 3.4 liter, "S" type, 4-dr sedan, leather, walnut burl, lt hnd drive, all orig, looks and runs great. \$8,500. Also: 1974 22-ft Catalina sailboat on trailer \$3,000. (510) 283-1329. #1659360

**FOR SALE: 1992 Cord Custom Van conversion.** Loaded, leather seats, etc. \$19,000. (916) 244-7388. #2016985

**FOR SALE: Motorhome.** 1984 Ford Establishment, 24-ft, 460 Ford eng, 51K mi, good cond. \$11,500. (916) 372-3376. #0714950

**FOR SALE: Commercial bldg** in south Oregon. Approx 11,000 sq ft. Ready to open as grocery/supermarket. "Already stocked", new 15-yr roof, many 12-door refrigerated cases, refriger units in top cond. Money-maker. (916) 243-4302 for more info. #0865537

**FOR SALE: Ferguson 30 tractor** and two axle ramp, Zernan trailer. \$7,500. (408) 296-4686 eves. #0814769

**FOR SALE: Burial plots.** Roselawn Cemetery in Livermore, CA. 2 spaces: \$1,000 for both. (209) 523-6244. #1786470

**FOR SALE: 1955 International** 1/2-ton pickup. Runs good, body in good cond. \$950 OBO. (209) 931-3092. #0858085

**FOR SALE: Class A motorhome.** 23-ft Allegro. Low miles, 7 new tires, propane or elec, micro, AC, furnace, Onan gen. (916) 273-3666. #0290278

**FOR SALE: 1966 Mustang.** 289 V8, vinyl top, Pony int, all orig. 120K mi, new paint (orig color), new wiring and brakes. Min cond. \$10,000. (916) 622-6982. #2170805

**FOR SALE: 1977 Road Ranger motorhome.** 24-ft, Dodge 440 CID, 44K mi, dual air, stereo, CC, excel cond in/out. Well maintained. (408) 336-8663. #1155490

**FOR SALE: Easy Lift hitch.** 1,000-lb heavy duty tow bar. (510) 689-4932. #0921384

**FOR SALE: 1994 Toyota truck.** Like new, 3K mi, 5-sp, 2x4, AC, security system, AM/FM cass stereo, sliding rear window, deluxe bumper, metallic blue, great gas mileage. \$10,950. (209) 599-6917 after 5 pm. #301853

**FOR SALE: Commercial property.** 11,000 sq ft market in downtown Glendale, CA. All fixtures, incl cash reg. Ready to open w/inventory included. Great biz opportunity for \$325,000—includes bldg! (916) 243-4302. #865537

**FOR SALE: '92 1/4-ton Dodge Diesel** pickup. Tool box, tow pkg, 5-sp, good tires. \$13,000 OBO. (805) 237-9240. #0643249

**FOR SALE: 1989 Cutlass Cierra.** 68K mi, one owner, maroon color in/out, PW, PDL. \$6,500 OBO. (510) 769-5026 lv msg.

**FOR SALE: Real tailgate loader.** Hydraulic: over, 12v elec. \$125. (916) 689-4061. 1238702

**FOR SALE: BEST Walnut shaker.** Boom type, adapts to Massey Ferguson Tractor Model 35 or 135. Good cond, many extra parts. Must sell, will sacrifice to best offer. (209) 823-3996 after 6 pm, ask for Tom or Darío. #1584166

**FOR SALE: 1994 Honda Magna VFR 750** motorcycle. Black & chrome, perfect cond, only 3,200 mi. No time to ride—must sell. \$4,500. Also: 1993 Ford Mustang 5.0 GT, AT, AC, PW, PB, AM/FM cass, gray/silver, 37K mi \$10,500 OBO. (707) 987-9377. #2251841

**FOR SALE: '69 Ford E350 van.** 302-V8, AT, ex cond: \$2,300. Also: '66 Hi-Low lrvl trlr, new tires, w/add-on canvas room, ex cond: \$1,800. '76 CB 125S Honda cycle: 1,300K mi, stored for 17 yrs, needs batt and carb work: \$500. (209) 745-2574. #1826078

**FOR SALE: 1969 Lincoln Continental.** 460 cu eng w/116K all orig mi, garaged, leather int; paint & vinyl top in excel cond. New suspension, 80K mi tires, master cyl/brakes. Drives like a dream. \$6,900 OBO. (510) 671-2882. #2106359

**FOR SALE: or trade for beachfront property.** 40 acres w/Dutch barn, 580 backhoe, D7 Cat, 20 acres gold claim on South Fork the American River-Placerville, CA. \$225,000. (916) 626-5595. #1461541

**FOR SALE: Mobilehome in Brookings, OR.** At 55+, best park in area. 2-bd/2-ba, large lvg rm, dining and den. Attached garage w/elec door, covered driveway. Inside laundry w/appliances. 28' x 52'. (916) 666-6467. #0912056

**FOR SALE: '88 Teton 5th Wheel.** 37-ft Louisville w/living room slideout. Washer/dryer, micro, central vac, air, awning, much more. Ex cond. \$23,000 OBO. (209) 728-8911. #2108649

**FOR SALE: 24' x 60' Mobilehome.** Excellent condition. In Brownsville, CA. 3-bd/2-ba, family room, pellet stove, central heat, water cooler, W/D, refrig. Also a covered 8' x 48' deck, two storage sheds. (916) 675-1433

**FOR SALE: Golf cart.** EzoGo. Will sell at a loss - didn't need. Paid \$183 electric for battery recharge, \$294 this month: Will sell \$600. (916) 347-9172. #636969

**FOR SALE: Boat.** 1990 custom built Outlaw Day Cruiser w/3 axle trailer, 6' bed and 2 love seats in cabin, 2 capt chairs and bench seat on deck. Full canvas cover. Excel cond, low hours. \$10,800 OBO. (916) 338-5836. #2062743

**FOR SALE: Trailer axle.** 10.00 x 20 tires; good rubber, oil hubs, trailer hitch, landing gear, air tank w/axle valve, spring w/brackets.

\$275 OBO. (209) 847-5346. #519758

**FOR SALE: Hawaiian Ocean View Estates.** 1 acre of vacant wooded land, 21 mi from Kona. \$6,500 OBO. (808) 671-4779. #2126608

**FOR SALE: Mobilehome.** In Lake Havasu City, AZ. 16' x 70' w/9' x 36' Az. room, 3-bd/2-ba, water softener, 8' x 12' storage shed, trees on bubblers, min. to boat launch. In park w/lg pool. Near Laughlin, NV casinos. \$28,000. (520) 764-3557. #0888970

**FOR SALE: 1991 Ford F350 Cab "Dually".** White w/blue int, EF1 460 eng, AC, stereo cass/radio, new spare, rear bumper, equipped w/trailer tow (heavy hitch and brake control), CB radio, 13,580 mi. Blue book hi \$19,540. Call for price. (510) 685-2763. #1870367

**FOR SALE: 1987 24-ft Automate Travel Trailer.** Awning, twin beds w/front kitch, lg rear bath and closet, forced air heat, AC, stereo, gas-elec refrig, lg 2-way roof vent fan, elec front jack, tank flush accessory, equalizer hitch, set of Tandem wheel locks, new spare. \$9,500 OBO. (510) 685-2763. #1870367

**FOR SALE: Two burial plots.** Spaces 9 & 10, lot 79, Good Shepherd section, Green Lawn Memorial Park in Colma, CA. (415) 591-3716. #

**FOR SALE: 1975 Tioga motorhome.** 22-ft, new motor, new awning, new brakes. Radial tires, generator, all self-contained, roof air. \$5,400. (707) 459-4359. #2157916

**FOR SALE: 1972 Santa Fe trailer.** Self-contained, rear bath, new roof, AC, \$2,000. Also: Lincoln Welder SA 200, Continental engine, trailer mounted, 50' of leads, excel cond. \$2,000. (916) 673-3370. #1644316

**FOR SALE: Tools.** 30-piece 3/4 drive set w/tray, 1/2" deep socket set, impact sockets 3/8" to 1 1/2", 6 impact universals, torque wrench, assorted ratchets, extensions and sockets. Chain and cable come alongs. Boxes: (Craftsman) top 6 drawer, bottom 4 drawer. Taps & pipe taps. Other misc tools. Reasonable prices. (415) 692-2615. #369744

**WANTED to borrow:** \$20,000; to be secured by a new first mortgage against house and land on Oregon coast. Tax assessment is \$32,000; 9% int, amortize over 30 yrs; \$160.92/mo pmt; if desired \$17,887 balloon payment in 10 yrs. Excel credit history. Alexis Soule (510) 654-4025. #1896082

**WANTED: FMC motorhome.** 29-ft, give condition, floor plan and price. (707) 442-0993. #354313

**WANTED: Office trailer.** Used; in any condition. (707) 874-1839. #1312993

**WANTED: Motorhome to rent.** Just retired non-smoker wishes to rent 28' to 30' motorhome for 3 to 4 weeks. Will provide insurance and deposit. Sacramento or Placerville area. (916) 676-8656. #1510957

SwapShop ads are offered free of charge to members in good standing for the sale or trade of personal items and/or real estate, and are usually published for two months. Please notify the office immediately if your item has been sold. Business related offerings are not eligible for inclusion in SwapShop. *Engineers News* reserves the right to edit ads. **NO PHONE-IN ADS PLEASE.**

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Operating Engineers Local Union #3  
1620 S. Loop Rd., Alameda, CA, 94502  
ATTN: SwapShop\*

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\*All ads must include Member Registration Number or ad will not appear. Social Security Numbers are not accepted. All ads should be no longer than 50 words.

**NOTE: DUE TO RECENT HIGH VOLUME, SOME ADS MAY RUN FOR ONE MONTH ONLY. PLEASE RESUBMIT YOUR AD IF IT HAS BEEN DELETED.**

## PERSONALNOTES

► The Santa Rosa District wishes to extend its condolences and prayers to the families and friends of the following departed brothers: **Hugh Clarke** (4/5/96), **James R. Merritt** (5/29/96), **William Burke** (5/23/96), and **Jack Delatorre** (6/13/96). Congratulations to **Kevin and Judy Robison** on the birth of their daughter **Hailey** on Feb. 5. Congratulations to **Robert Hoffman** of O.C. Jones, who married **Pamela Keller** of C.A. Rasmussen on May 24. And finally, congratulations to brother **David Sass** and his new wife **Amy**, who were married on June 8 and reside in San Rafael.

► From the Marysville District: Congratulations to Local 3 scholarship recipients **Andrea Patricia Baca** of Downieville for winning first place, and to **Michelle Christine LaViolette** of Gridley for winning second place. Andrea is the daughter of brother **John Baca**, a Public Employees Division member, and Michelle is the daughter of brother **Chuck LaViolette**, of the Construction Division. We are very proud of these young ladies. Our deepest sympathies are extended to the families and friends of the following deceased retired brothers: **Cecil Ball** of Oroville; **Roston Dillard** of Yuba City; **Zell Darden** of Chico; **Lee Castleberry** of Oroville; **John Williams** of Marysville; and **Henry Baker** of Oroville. Also to brother **Carl Wellman** on the death of his wife **Naomi**; to brother **James Quinn** on the death of his wife **Catherine**; to brother **Ray Kramer** on the death of his wife **Irene**; and to brother **Robert Dietz** on the death of his son **Kevin Patrick Reynolds**.



# READY FOR WORK...

## New OE3 T-Shirts!

**\$12.00**

Order your new Local 3 T-shirts now!  
Available in black or white,  
in sizes L, XL, or XXL.

Fill out the order form below and send to:

Operating Engineers Local 3 / Attn: SELEC  
1620 S. Loop Rd., Alameda, CA 94502

No phone in orders please! Allow 3 to 4 weeks for delivery.

### "READY FOR WORK" T-SHIRT ORDER FORM

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

COLOR	L	XL	XXL
Black			
White			
Subtotal (\$12 ea.)			
Shipping/Handling		<b>\$3.00</b>	
<b>Total Due</b> _____			

**Make checks payable to: S.E.L.E.C.**

Complete form and send to: Operating Engineers Local 3 S.E.L.E.C.  
1620 S. Loop Rd., Alameda, CA 94502

## OPERATING ENGINEERS



## LOCAL UNION NO. 3

## RETIREE ASSOCIATION MEETINGS

**RENO** - XI Chapter Mtg. & Picnic  
Sat. July 20, 1996 11:00AM  
Deer Park  
Rock Blvd. & Prater  
Sparks, NV

**SALT LAKE CITY** - Pi Chpt  
Picnic & Meeting  
Sat. August 24, 1996 12:00PM  
Murray Park  
495 E. 5300 S.  
Murray, UT

**OAKLAND** - Nu Chapter  
Wed. Sept. 4, 1996 10:00 AM  
Oakland Zoo, Snow Bldg.  
9777 Golf Links Rd.  
Oakland, CA

**CONCORD** - Mu Chapter  
Thurs. Sept. 5, 1996 10:00 AM  
Concord Elks Lodge #1994  
3994 Willow Pass Rd.  
Concord, CA

**LAKEPORT**  
Thurs. Sept. 19, 1996 10:00 AM  
Lakeport Yacht Club  
55 5th Street  
Lakeport, CA

**SANTA ROSA** - Chi Chapter  
Thurs. Sept. 19, 1996 2:00 PM  
Luther Burbank Center  
50 Mark West Springs Rd.  
Santa Rosa, CA

**WATSONVILLE** - Iota Chapter  
Tues. Sept. 24, 1996 10:00 AM  
VFW Post 1716  
1960 Freedom Blvd.  
Watsonville, CA

**SAN JOSE** - Kappa Chapter  
Tues. Sept. 24, 1996 2:00 PM  
Italian Gardens  
1500 Almaden Rd.  
San Jose, CA

**AUBURN** - Epsilon Chapter  
Tues. Oct. 1, 1996 10:00 AM  
Auburn Recreation Center  
123 Recreation Dr.  
Auburn, CA

**SACRAMENTO** - Zeta Chapter  
Tues. Oct. 1, 1996 2:00 PM  
Operating Engineers Bldg.  
4044 N. Freeway  
Sacramento, CA

**FRESNO** - Theta Chapter  
Potluck Picnic & Mtg.  
Thurs. Oct. 10, 1996 11:00 AM  
Woodward Park - Valley View Area  
7775 Friant  
Fresno, CA

**EUREKA** - Alpha Chapter  
Tues. Oct. 15, 1996 2:00 PM  
Operating Engineers Bldg.  
2806 Broadway  
Eureka, CA

**REDDING** - Beta Chapter  
Wed. Oct. 16, 1996 2:00 PM  
Moose Lodge  
320 Lake Blvd.  
Redding, CA

**MARYSVILLE** - Gamma Chapter  
Thurs. Oct. 17, 1996 2:00 PM  
Veterans Memorial Center  
1703 Elm Street  
Marysville, CA

**CERES**  
Thurs. Oct. 24, 1996 10:00 AM  
Tuolumne River Lodge  
2429 River Road  
Modesto, CA

**STOCKTON** - Eta Chapter  
Thurs. Oct. 24, 1996 2:00 PM  
Operating Engineers Bldg.  
1916 N. Broadway  
Stockton, CA

**FAIRFIELD** - Chi-Gamma Chapter  
Tues. Oct. 29, 1996 2:00 PM  
Operating Engineers Bldg.  
2540 N. Watney  
Fairfield, CA

**S. F. - SAN MATEO** - Kappa Nu Chapter  
Thurs. Nov. 7, 1996 10:00 AM  
IAM Air Transport Employees  
1511 Rollins Road  
Burlingame, CA

**IGNACIO** - Chi Beta Chapter  
Thurs. Nov. 7, 1996 2:00 PM  
Alvarado Inn  
250 Entrada  
Novato, CA