



ENGINEERS NEWS

OPERATING ENGINEERS LOCAL 3

STATIONARY ENGINEERS LOCAL 39

VOL. 12—No. 3

SAN FRANCISCO, CALIFORNIA

MARCH, 1954

Read Full Details in This Issue—

COMPLETE REPORT IS GIVEN ON ENGINEERS-AGC HEALTH PLAN

This March issue of the "Engineers News" has 16 pages for the first time in its 12-year history and is of more interest and value than most issues of the paper because it contains the most complete report possible on the Engineers-AGC Health and Welfare Plan, a matter of importance to all those members affected.

We felt that the interests of the membership could best be served by printing the complete details on the plan.

Therefore, you will find on inside pages two major sections, one giving the complete opinion and decisions of the impartial umpire, and the other giving complete report on the Health Plan itself, with full list of benefits and coverage and detailed instructions on how to proceed under the plan.

In addition, at the bottom of this page is carried an exact duplicate of the Member Enrollment Card of the Operating Engineers Trust Fund—in other words the health plan enrollment card. Those members who have not yet filled out such a card may fill out the duplicate on this page (please print all words), clip it out, and send it in to the Trust Fund Office, 476 Valencia St., San Francisco.

With all of this important information, this issue is an important one, and all members covered

by the Health Plan should keep pages 7 and 8 of the paper for future reference. There will be many times that it will prove helpful and useful in clearing up questions on the Health Plan.

This issue of the paper is also somewhat historical in that it contains the full umpire's report and marks the end of a long period of uncertainty during which Local 3 has held out firmly for the very best possible arrangement for its members but has also been diligent in following legal requirements arising in this case.

We are glad to have the record straight and the plan finally in operation. We sincerely hope that it will prove of value to all those members and their families who may find it necessary to use Health Plan Benefits.

Sickness and death are not pleasant subjects, but they affect all of us sooner or later, and this is one of the modern ways in which

We can join together for mutual protection against the heavy costs that usually go with them.

Few benefits in our long history of bargaining have entailed as much difficulty and detail as has the Health and Welfare Plan, and certainly we all therefore appreciate its final enactment much more than if it had been a quick and easy step.

We urge all members affected to learn the workings of the plan, what benefits they are entitled to, and how they should proceed to take advantage of them. It is your Health Plan—make use of it.



West's Largest Power Plant at Pittsburg

This fine aerial view shows the west's largest steam generating plant, currently under construction for the P. G. & E. by Bechtel Corp. at Pittsburg, an \$80 million project. At right are fuel storage tanks. In center is main plant erected by Consolidated Western Steel, with the huge stacks and four Babcock-Wilcox boilers erected by C. C. Moore and Co. General Electric generators are being installed by Bechtel. Healy-Tibbets is building pier, in background. Note tidal flow in water. Similar plants are being completed at Moss Landing near Monterey and at Morro Bay near San Luis Obispo. This picture was taken by Jim Jennings, member of Local 3.

IN MEMORIAM

- Orville L. Johnson
Rio Vista, Feb. 11, 1954
- John R. Prince
San Andreas, Feb. 13, 1954
- Earl McAvoy
Oakland, Feb. 14, 1954
- Bert W. Lynch
Stockton, Feb. 25, 1954
- Orel S. Bell
Eureka, March 8, 1954
- Jack L. Bellah
Palo Alto, March 8, 1954
- Henry Murphy
San Francisco, Mar. 9, 1954
- M. Jensen
Salinas, Mar. 10, 1954
- Chas. R. Hale
San Francisco, Mar. 10, 1954

The Brothers Are Rarin' to Go

Patches of very good weather in the past few weeks have given a healthy stimulus to the annual backlog of work held up by foul weather, and many projects have gotten under way altho the overall picture is one of delay and watchful waiting. March is expected to see considerable drop in the out-of-work lists and April still more.

It has been a frustrating winter, with long periods of sunshine tempting contractors to get going on waiting jobs. But then the usual storms have come in from the Pacific, sogging up the coastal areas and loading the Sierras, Nevada, and Utah with white stuff.

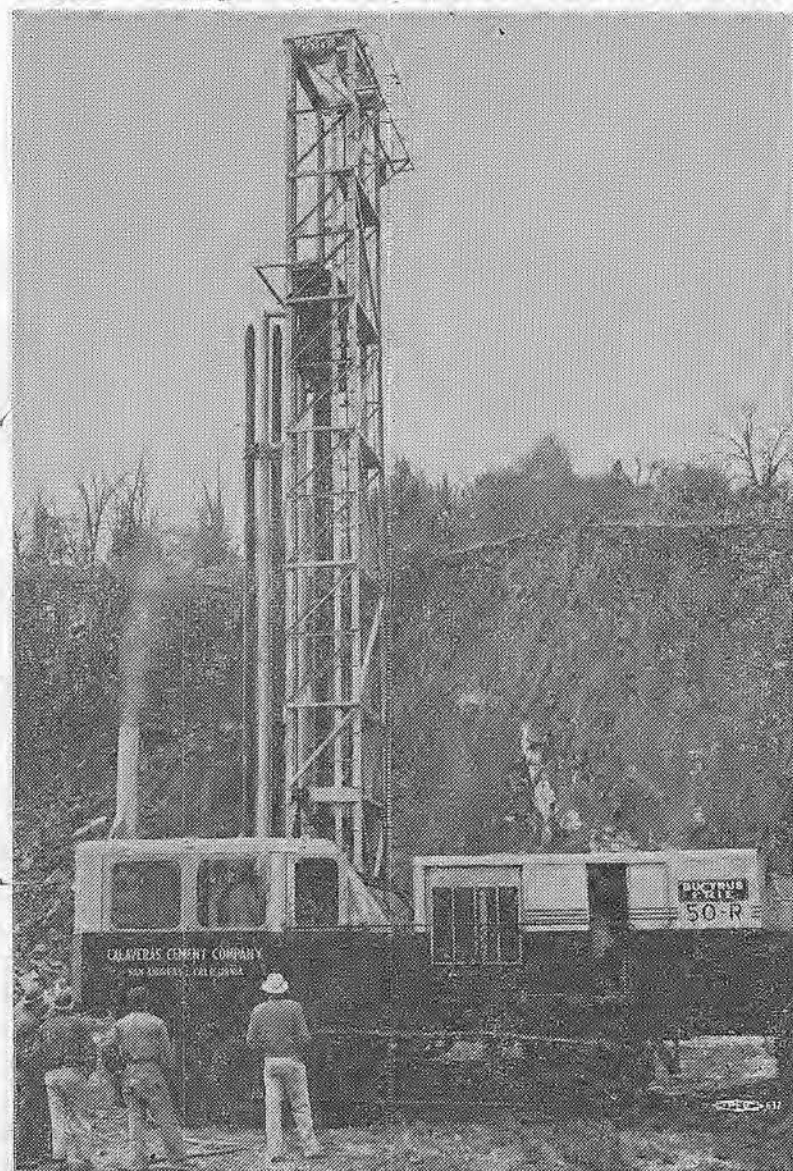
It has not been a wet season, however, and many smaller jobs have been able to take advantage of the good weather. Bigger projects, with more money involved,

wait as usual for the safer period later in the Spring.

Engineers have been busy on small jobs, maintenance work, considerable construction work, and the usual storm damage. Two big slides, one on Highway 40 near Truckee and one in the Eel River canyon on the NW Pacific railroad, have required considerable attention.

Work prospects for the Spring are good, as of now, though with the rain total at a low figure there may be much late rain.

West's Largest Rotary Drill at Calaveras



One of nine largest industrial rotary drills in the world, and the largest one west of the Mississippi, is shown here as it went into operation at the Calaveras Cement Co. quarry at Calaveritas in the Mother Lode country. The 54-ton monster, known as the 50-R Bucyrus Erie rotary drill, drills a hole up to 13 inches in diameter, mechanically coupling three 33-foot drill sections together to bore down 100 feet. See page 16 for another picture and more details.

MEMBERS: FILL OUT THIS CARD IF YOU ARE ELIGIBLE TO DO SO

Any Local 3 member employed by an AGC employer in Northern California who HAS NOT received or filled out an enrollment card in the Health Plan for these members, may do so by clipping out the form shown below, filling it in carefully (print the information so it will be legible), and sending the clipping into the Operating Engineers Trust Fund Office, 476 Valencia St., San Francisco. If you have not filled out a card, fill out this one and send it in. (Please Print!)

OPERATING ENGINEERS TRUST FUND MEMBER ENROLLMENT CARD					
MEMBER TO COMPLETE					SOCIAL SECURITY NO.
MEMBER'S LAST NAME	FIRST	INITIAL	LOCAL NUMBER		
DATE OF BIRTH	MONTH	DAY	YEAR	SEX	
NAME OF COMPANY FOR WHOM YOU WORK			ADDRESS	DATE OF EMPLOYMENT	
BENEFICIARY—FIRST NAME	MIDDLE INITIAL	LAST NAME	RELATIONSHIP		
ADDRESS:					
DO YOU HAVE A SPOUSE?				FOR HOME OFFICE USE ONLY	
				YES OR NO	
UNMARRIED CHILDREN 14 DAYS TO 19 YEARS OF AGE				NUMBER	
I HEREBY REQUEST TO BE INSURED FOR BENEFITS TO WHICH I MAY BECOME ENTITLED UNDER THE GROUP POLICY OR POLICIES FOR WHICH APPLICATION HAS BEEN MADE TO NEW YORK LIFE INSURANCE COMPANY.					
DATE SIGNED			SIGNATURE OF MEMBER		

RENO ROUND-UP ... Nevada Boys Keeping Busy

By H. L. "Curly" SPENCE, Business Representative

Utah Construction Company have an extension of 2300 feet on the Chilcoot (Calif.) Tunnel and there is still quite a bit of work left on the present job of realigning the old wooden tunnel with concrete. Brother Paul Collett informed me that he is not a "Mule Skinner" as I reported before; however,

he is strictly a horseman since he follows the horses, not mules. Bro. Ira Bashaw has his troubles with his hired help, especially the riggers; however, his oiler, Brother George Kimsey, has improved a lot. Ira doesn't have any more worries only when he comes to Reno. Bro. W. K. Clinkenbeard, the welding kid, has his hands full trying to keep things rolling for Brother Joe Swicegood, the master mechanic. Bro. W. R. Weeks is batching bigger and better every day. Brother Henry Allen has a snack bar along with his wind making deal. That "Henry" is a real compressor man. Bro. Bob Harles, the tunnel superintendent, has his troubles. He is up and down that tunnel in high gear but he is a good super. All the brothers swear by Bob. There is another outstanding feature about the tunnel job and this is the "Change House" for the tunnel stiffs. Boy, it's a treat to walk into that change house.

There was a mass meeting held in Fallon, Nevada, downstairs at the Sagebrush, for all the Silver State Construction Company employees, better known as Andy Drumm, Jr. I didn't know there were so many Union Men in Fallon, especially Engineers. The hall was full of brothers. Engineers, Cement Finishers were there in full force, Carpenters and quite a few Truck Drivers. Believe me, it was a hot meeting. We plan to have more meetings around the great state of Nevada in the future.

The George Miller Company is getting bigger and better each year. Miller is putting in a new subdivision in Carson City, Nevada, consisting of 68 units. A real up to date deal for the smallest Capitol in the United States. Mr. F. Riley, the big superintendent, is going to move the Miller Gravel Plant to Carson City in a few days, to crush some rock for the new housing project. Miller is also installing Batch plants in Reno, Carson City, Hawthorne, Ely, and Las Vegas, Nevada. It will be known as the GEM Cement Products, Inc. Bro. Howard Johnston, the general super for Miller, has everything under control in Reno. Brothers Victor Busch, Dusty Busch and John Livingston at Miller's shop have most everything overhauled and ready for a big summer run. Bros. Frank Gerhard and O. D. Crabtree are on the backhoes around Reno. Brother Crabtree has nothing but trouble with that oiler of his, Bro. Vincent Puccinelli. He is either in his way or out goofing off or entertaining someone or talking to the boss. Sometimes he forgets his lunch or else he is out of cigarettes or he thinks he's cold and goes home for his coat. That "Puch" is a mess; however, Brother Johnston says he is the best oiler in Reno and that he gets the job done.

JOBS AROUND RENO

LaGrange Construction Company, better known as Johnnie DeLaGrange, has quite a bit of work going on around Reno. Bro. Tobie Conner and his oiler, Bro. Dale Morlan, are on the backhoe. Tobie doesn't have much trouble with "Junior"; however, DeLaGrange has Dale in high gear once in a while. Junior says between the two of them life is a problem but that Morlan boy is quite an oiler so he can take it.

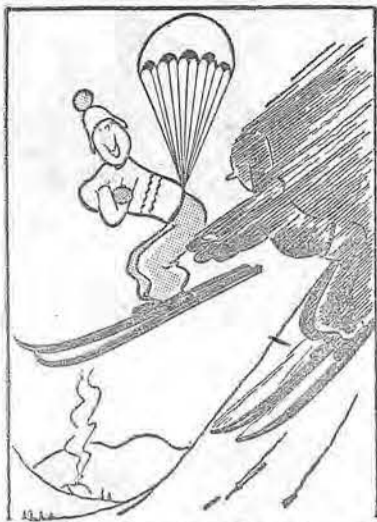
Brother Reggie Fields is in LaGrange's shop. He had been out of work for a while due to a broken wrist, but he is O.K. now, no ill effects. You know the old saying, "you can't keep a good man down," especially Reggie Fields. Everyone is glad to see him back in Reno. He went straying down south for a while but we will forgive him for that. I'm sure Brother DeLaGrange

is glad to see his smiling face around the shop each morning.

C. Dieterich Company has kept most of his crew working all winter either repairing, painting or fixing everything up for the summer. Bro. Clarence Dieterich is very good to all brothers working for him and they really appreciate it. They are a real good bunch, including Joe the truck driver.

Part of Earl Games crew are working on the George Schilling Disposal plant in Sparks, Nevada. Bill Games on the Northwest dragline and Bro. Les Jacobsen on the Dozer slinging the mud and stuff around. They sure have a stinking old job. Bro. Del Pergrossi is on the backhoe for Games digging some sewer lines and flunking around town on basements and what have you.

Young and Smith have started their bridge job across the Humboldt River, south of Carlin, Nev. Bro. Lloyd Burger is the "Pilot" on the dragline and Bro. Fay Mills



is doing the honors on the Skippy. Hoops Construction Company will be using a good number of our worthy brothers on Highway 20 job, south of Carlin, Nevada. This job amounts to about 14 miles.

Brother Lou Nielsen is overhauling the Northwest 80 for Gibbons-Reed at Conners Pass, east of Ely. Work on this job will probably start about May 1st.

Foley Bros. job at Deep Ruth and Kellinski are also on a 40-hour week and a few more men have been hired to fill in. Bro. Harold Gehers, steward on the job, has this operation going along in good shape.

Business Representative J. W. "Bill" Barr has been transferred to California and is working out of the Oakland office. Lots of luck to Barr on his new assignment.

Ukiah District Plans Much New Improvement on Highways, Roads

By GLENN L. DOBYNS, Business Representative

Considering the date, this district has had exceptionally fine weather. Consequently our members have been able to get back to work earlier than was anticipated. Let's keep our fingers crossed for the next few weeks!

Following is the list for road construction in Mendocino County:

Realignment of Hillvillia portion of Highway 101.

Realignment of 101 from Longvale south, to include two bridges.

Realign 101 and completion from Low Gap road to Forsythe Creek, that portion from Low Gap road to Ford road to be completed first.

Realign Simonsen corners on 101 north Willits city limit.

Widen 101 on Burk hill to four lanes.

Realignment of Shoreline highway from the mouth of the Navarro River south.

Realignment of Highway 123, to begin at Sonoma County line and stretch for 7.2 miles northerly in vicinity of Haehls ranch.

Realignment of Shoreline highway over Caspar Creek.

Realignment of Abolobidia gulch grade on Shoreline highway.

Realignment of Highway 123 at Boonville from Anderson Creek westerly approximately two miles.

More than \$28,000,000 has been earmarked for Redwood Highway counties. Of this amount, \$7,655,500 will go to Mendocino County.

Funds have been provided for construction of a bridge over Anderson Creek, approximately one-tenth of a mile northwest of Boonville. The existing bridge at this location was constructed in 1930 and consists of two timber stringer approach spans and one 80-foot timber through truss span on reinforced concrete piles and abutments. The bridge timbers have become so seriously weakened through general decay and deterioration that complete reconstruction of the superstructure is necessary.

The State Highway Commission has ordered grading and other improvements to 3.3 miles of the tortuous Bodega Bay highway, between the Valley Ford cutoff and Doran Park Road.

Also improvements to the Ukiah-Boonville road from Highway 101 to a point six miles west of the highway.

The firm of Charles E. Strot-

kamp, of Napa, was low bidder for the cement work on the construction of the municipal parking lot on Standley and Main Streets, in Ukiah.

Ukiah Valley is no longer just a wide place between the hills and mountains where scattered farm houses were the only indication of human habitation. The "home on the range" has given way to many homes. In fact, much of the valley can no longer be classed as "rural" insofar as that word connotes isolation and wide open spaces. Most of the Ukiah Valley area is now definitely better described as "suburban," and with more and more homes dotting the landscape in every direction.

Hundreds of families, preferring suburban living with lots of elbow room, occupy these homes and enjoy a semi-rural way of life, away from the more crowded residential districts of the city. Fortunately for them, most of the conveniences of city living such as paved streets, telephones, electric power and gas lines and mail delivery are extended out there to serve them. But one modern requisite for decent living is still lacking; the suburban areas of Ukiah Valley are still dependent upon septic tanks, or in a few instances cesspools, for disposal of the sewage.

This lack of proper sanitation in the valley, especially in the more congested suburban districts immediately adjacent to the city of Ukiah, has long since been noted

Report of Last Meeting

The meeting was called to order at 8:10 P.M., President Clancy presiding. Roll call showed Vice-President H. O. Foss and Financial Secretary Russell Swanson absent. Both were excused. Brother H. T. Petersen acted as Vice-President.

A synopsis of the Regular Meeting Minutes of February 6 read and by motion approved as read.

A synopsis of the Executive Board Minutes of February 17 and of March 3 read, and the acts and recommendations of the Board were by motion approved as read.

Cards of thanks received from June Fairweather and John Battenfeld. Received and filed.

The following brothers were reported ill: Raymond E. Ames, Charles Baker, Jack L. Boles, Claude Brown, Martin J. Blinn, Wm. M. Buckman, Philip R. Brown, Stanley W. Coach, L. E. Carroll, Thomas Campbell, L. W. Dahl, Jesse H. Dansie, Geo. A. Dorsa, LeRoy Froek, Ray C. Fields, Raymond Gordon, Neal Gregory, F. O. Grisson, Floyd Govier, James L. Hodges, Harold Hurd, Geo. H. House, Virgil Ide, Monroe Johnston, Herman Lowe, Bert W. Lynch, Geo. Larson, Russell McAllister, M. E. Montgomery, Joseph Pierce, Tony Pettitt, R. A. Parker, Levi R. Russell, Robt. D. Rich, Virgil Rosiere, Jennings Romine, Raymond Smith, Robie E. Smith, Edwin Silva, Richard Sanders, Wm. Silvester, Claude Smalley, D. Slaybaugh, Geo. D. Smith, James M. Sargent, Jr., Allen R. Swanson, Wm. Savage, Dall Turner, Fred Thomsen, Louis A. Wenger, Leo L. Wright, Paul Whiteside, Royal Winfred.

The following brothers were reported deceased: Earl McAvoy, Orville L. Johnson, Bert W. Lynch, John R. Prince, Bartola Giron. The membership stood one minute in silence in respect to our deceased brothers.

Report of the General Secretary-Treasurer was read by President Clancy.

The Business Agents gave their reports which were accepted as given.

Assemblyman Dan Doyle of Contra Costa County, and member of Local No. 3, stated he would be up for re-election this year. He spoke on the needs of the State, such as schools, highways, etc. His remarks were well received by the membership.

There being no further business to come before the meeting it adjourned.

Respectfully submitted
C. F. MATHEWS, Recording Secretary



Got any Rembrandt patterns? I don't appreciate modern art.

FARM COLLAPSE LED IN '29 DEPRESSION

In 1929, the great depression began with the collapse of America's farm economy. Government figures now show that the farmers of this nation suffered a nine billion dollar loss in net worth last year.

by both state and local health authorities. In fact, contamination from the effluent from too many septic tanks or seepage from cesspools has become a growing public menace.

It is hardly conceivable that the leaders of the Citizens Committee will find any great difficulty in obtaining the required signatures from home owners. Suburban dwellers realize that it is only a question of time, perhaps only a very short time, that their present sanitary arrangements may be condemned by the health authorities. This would mean, of course, that they could no longer occupy their homes.

While such a mandate would be a very harsh thing for home owners, it COULD happen at any time. The problem of contamination and pollution is not to be solved by wishful thinking nor by each home owner stoutly claiming that HIS septic tank is a good one, etc. Just as the old "Chic Sale" out-building gave way to cesspools and they, in turn, had to be replaced by septic tanks, the sewage disposal problem in the Ukiah Valley must be met by united action rather than by each individual family unit.

"I'm going out to buy a book."
"A book?"
"Yes, my husband bought me the most adorable reading lamp yesterday."

Mrs. White to Mrs. Black over the back fence:
"I don't like to repeat gossip, but what else can you do with it?"

Label on a fish box in an express office:
"If not delivered within ten days ... never mind!"



8834
10-20

BARBARA BELL PATTERN

No. 8834

For dress-up dates and special early-spring festivities—a frock so easy to sew that Teena can put it together on the spur of the moment! Easy to wear, too, with demure neckline, cap shoulders, and gently-flared skirt, and its simple lines make it easy to care for.

Pattern No. 8834 is designed in sizes 10, 12, 14, 16, 18 and 20. Size 12 requires 4 yards of 39-inch fabric, 2 yards narrow ribbon.

ENGINEERS' NEWS
Managing Editor, V. S. SWANSON
Published Each Month by Local Union
No. 3 of the International Union of
Operating Engineers
Northern California, Northern Nevada,
State of Utah
Office 474 Valencia Street
San Francisco 3, California
Subscription Price: \$2.50
per year
Mail all news items to editor not
later than the 5th of each month
Entered as Second Class Matter Sep-
tember 9, 1943, at the Postoffice at San
Francisco, California, under the Act of
August 24, 1912.

What's Doing in the Oakland Area

By AL CLEM, T. D. BRYSON, L. L. LAUX and J. RILEY, Business Representatives

It is still somewhat too early to be able to issue an encouraging report; however, we are hopeful enough to believe that the next few months will bring forth an additional amount of activity in the construction industry, resulting in a few more jobs for the members. While we have dispatched a few men to jobs during the past four weeks, most of the jobs have been of short duration, and have had very little effect on the length of the out-of-work list.

The J. H. Pomeroy Company has the general contract to construct a metal processing plant for the Continental Can Company, at Pittsburg. The new building will be used for the processing of sheet metal. E. A. Forde has a sub-contract to fill the area to be used for the building site. Involved in this phase of the work is the moving of 10,000 yards of fill from a borrow pit to the building site. E. A. Forde is superintendent of the project, and is assisted by Bro. Orville Cooper, foreman, Everett May on a cat-tamper, Gene Crawford on a push-cat, Thurman Smith, Jim Stewart, and Frances Katarzy are on DW 10's, and Bill Collins is doing the greasing.

Jibson Brothers of Centerville are keeping a few of the brothers busy on a paving job at the Harbor School in Hayward, and also have a contract for all the street work at Glenmoore Homes, a new subdivision in Centerville. Approximately four members of Local 3 will be employed on this project for the coming six months. This company recently purchased a brand new carryall, a 3 legged Austin Roller, and an O. C. 3 Loader, and are putting them to good use on these projects.

Galbraith Construction Company are employing seven engineers on their waterline job at the Braddock Logan and Valley Tract, in San Leandro, where 8,000 feet of pipe will be installed. This company also has 30,000 feet of sewer-pipe and water-line to lay, and the storm drains to install on the Rousseau Tract on Harbor Road in Hayward.

BECHTEL—MARTINEZ

The work on Bechtel Corporation's project for the Associated Oil Company, at the Amarco plant, Martinez, is well underway. Involved in this project is the erection of tanks, a pumping plant, a pier, the installation of four miles of pipeline, and approximately 15,000 yards of excavation. Bechtel has employed Bro. C. Stanley in the capacity of Technical Engineer. A number of different firms have been awarded sub-contracts for various phases of the work. Winton Jones and his gang were selected to do the dirt work, and at the present time, Bro. Harold Cooper is on a dozer, Jim Bolbos is on a jeep, Jim Browning is on a loader, and Fred Schalesky is working as mechanic on this spread. The A. O. Penrose Company, who has contracted to do the boring on this project, will drive six holes beneath the Railroad tracks and highway. Bro. John Bicknell is operating their boring machine. Brogen Brothers have their truck crane on this phase of the work, operated by Bro. M. E. Solt, with D. E. Ling doing his oiling. Rosendahl has Bro. C. F. Daigh laying pipe with one of their boom-cats. Duncanson and Harrelson will do the work involved on the extension of the wharf.

Martin Brothers will do the excavating and grading of the streets and sidewalks at the Pleasant Hill Manor on the Pacheco Highway near Gregory Highway, and have contracted for work of the same nature on the Beckett Tract, located near Highway 4 and the Pacheco Highway. Bro. Louis Guerisoli is foreman of this project, Bros. John Koeger and Lloyd Spencer are operating blades, Oliver Atkinson is on a carryall, Virgil James is on a DW 10, Jack Wiginton is operating a trenching machine, Patrick Acompora is on a cat, and Anthony Salvador is doing the oiling.

Visitors from the Valley arrived in Alamo recently to install 7,500

feet of 10" waterline. Bro. Ray Rutledge is operating Vally Engineering Company's digger, Don Perry is operating their boomcat, and Bill Thompson is doing the oiling.

Swinnerton and Walberg have the prime contract for the construction of a distributing House and supply center to be built for Western Electric at Doolittle and Williams Streets, San Leandro. Bro. Clarence E. Leiter, Jr. is employed as technical engineer for this firm. T. K. McCaffrey has a sub-contract to do the excavating for the foundations and has put Bro. S. F. Orchard to work operating a backhoe, with W. P. Newson doing the oiling.

E. T. Haas has just completed the installation of six and one-half miles of water-line for the City of Hayward. On March 12th, this company will begin work on a new contract for the telephone company, which will involve the installation of 6,000 feet of terra cotta pipe to house the telephone wires. Approximately seven members of Local 3 will be kept busy on this project during the coming four months.

Orinda Paving and Excavating have moved back in on their job at the Montalvo Gardens Subdivision, where they have approximately 300,000 cubic yards of dirt to move. This company now has five jeeps, one push cat, two dozers, one blade, and a cat pulling tampers, on the subdivision.

Associated Engineers, Inc. were the low bidders on the San Pablo Sanitary sewer job, and are putting five of the brothers to work on this project.

Bro. Clay Henry is operating J. D. O'Brien's truck crane of the Byron Elementary School, with Ralph Monk doing the oiling of this rig. J. D. O'Brien is setting all the structural iron on this new school building currently under construction at Byron.

EAST SHORE FREEWAY JOB MOVES ALONG

One of the larger projects in the East Bay, on which Local 3 men have been employed for the past three or four months, is the second section of the Eastshore Freeway, between Ashby Avenue, and the El Cerrito Overpass, which was awarded to Peter Kiewit and Sons. Previous issues of this report have dealt, in some detail with the pre-dredging phase, which has been handled by the San Francisco Bridge Company, and Simpson Brothers. This portion of the project has now reached completion. Work accomplished to date by the prime contractor, Peter Kiewit, consists mainly in the "dry" pre-dredging along the existing highway, in the Gilman St. area. To date some 133,000 cubic yards of unsuitable material, consisting of bay mud, trash, etc., have been removed by their Northwest 80 D and Northwest 95 draglines, loading into trucks and hauling to disposal dumps outside the highway right-of-way.

Other work consists of building a concrete overpass on Ashby Avenue, and various detours at the intersection of Ashby and the Eastshore Freeway. For the present, activity on this phase of the project has been confined to the building of the Powell Street Bridge, and the Pabco Underpass. During the first week of March Kiewit's engineers began moving the sand fill from the stockpiles into place, for the ramps on both sides of the Powell Street Bridge. Local 3 is represented on this project by the following men: Bros. John Kaufman, and Lonnie Lawler, grade foremen; Henry Vogt and

Urgent Need for Blood

Blood is needed urgently, as the demands on Local 3's reserve at the Blood Bank have been particularly heavy since the first of the New Year. Most of the blood released has been to wives of the members. We would like to take this opportunity to request that all of you encourage your wives, and families to take the brief time necessary to donate this life saving fluid to our Blood Bank reserve. A call to the office, is all that is necessary, and an appointment will be made for you at your convenience.

Mel Walker, Heavy Duty Repairmen Foreman; R. E. Davies, A. O. Lloyd and C. A. Spoon, crane operators; B. E. Williams, blade operator; G. H. Bowman, H. W. Corbett, R. A. Lacy, and L. L. Williams tractor operators; M. E. Greenwood, mechanic, J. L. Caetano, pump operator, C. E. Bahr, G. O. Shults, N. A. Williams, and C. D. Mulock, oilers.

Redgewick and Banke have a number of jobs lined up which should keep between ten and fifteen engineers busy throughout the coming months. Five members of Local 3 are on their grading and paving job at the Fairmont Hospital in Castro Valley, several of the brothers are doing grading and paving work on the Thornton School site in Centerville, and several others are doing this type of work on the site of Oakland High School's new swimming pool. In addition this company also has the building site fill and paving of the area at the Livermore Atomic Research Development Plant, where Bro. Arnold Silva is operating a cat, Ray Ochs is operating a loader and Lawrence "Wix" Wixon is on a blade.

On Sunday morning February 20th, a 2500 horse-power electric motor, at Pacific States Steel, Niles, burned out, resulting in 50 of our brothers being laid off for a period of approximately 30 days. This motor, which cost approximately \$150,000, is used to run the 26" rolling mill. It is now being repaired by Westinghouse Electric.

Gallagher and Burke were awarded the contract for the extension of the Mt. Blvd. freeway, starting at Park Blvd., and extending to the existing freeway. This company is also establishing permanent headquarters at 1261 Pine Street, Walnut Creek, the new yard to be used to store and maintain the dirt moving equipment in this new location. Gallagher and Burke are now employing four engineers on the widening and paving of L Street in Antioch. Included in this project is the building of an underpass. Bro. Carl Burke is foreman of this project. Ted Ashworth and Roy Allison are at present excavating for the installation of the storm drainage system, prior to the excavation for the RR underpass. On the same project at present are Larry Mahaffy on a jeep, and Tony Gularde on a cat.

Silva Brothers are doing the excavating and grading for the streets and sidewalks on the Jensen Tract in Livermore, where 80 additional homes will be built. Bro. J. C. Kelly is operating a carryall, and R. W. Davies, a blade, on this project.

A coffee salesman was traveling through the South, and as he waited for a train in a little town he chatted with a lazy looking man idling on a bench at the station.

"Ever drink coffee?" he inquired with an eye to stirring up interest in his own line.

The man allowed he drank a lot of coffee. "Fifty cups a day," he answered.

"Fifty cups a day! Doesn't it keep you awake?" inquired the astonished coffee salesman.

"Well, it helps," answered the man.

News About the Brothers

During the past 39 months Bro. Richard Lacy has been familiarizing himself with construction projects of various types in other parts of the world. The first fifteen months he was away were spent on Atlas Construction Company's Air-strip job in North Africa. After a brief two weeks visit to the U. S. he took off for South America where he was employed by Winston Brothers on a highway job just out of Cartagena in Columbia. Bro. Lacy found his experiences in these countries of considerable interest, but is now quite ready to again take up residence in the Bay Area.

An engineer who is very glad to be re-joining the work force is Bro. Stan Johnson, who has spent the past seven months recovering from a serious back injury caused when a cat rolled over on him. From March 1st on Stan can be found operating Rosendahl's handi-crane on their Richmond job.

Bro. Dick Baldwin is now the owner and operator of Baldwin's Service Station located at 4395 Piedmont Avenue, Oakland, and would appreciate seeing any of the brothers who might be interested in gas, oil, greasing, etc. Dick tells us that Local 3 men will be given a discount.

On March 2nd Bro. Ben Smith, who is well known to the men at Buran Equipment where he worked for two years, took off for Miami, Florida, where he will try his hand at making his fortune. He will be associated with other members of his family at the Bay Cities Manitewak Agency in Miami.

In Oakland for a week's vacation

during February was Bro. E. L. Rose, who spent the past three months commuting between Coeur d' Alene, Idaho, and Canada. Bro. Rose has been on Engineers Limited Pipeline Company's payroll for the past nine years and planned to return to Idaho, after the week in Oakland, where he will be working on this Company's pipeline job for the coming six months. As the snow was knee deep at the time of his departure from Idaho, Bro. Rose found the Bay Area's balmy winter weather quite to his liking.

We were sorry to hear that Bro. James Vickerson met with an accident while working on Oliver De Silva's roller on the reservoir job in Castro Valley. Bro. Vickerson jumped off the roller, while it was in motion, and got his leg broken in three places. He spent two weeks in the Alameda Hospital, and is now convalescing at his home, and will be unable to work for the next two months.

Oscar Friborg, member of Local 3, has moved his yard to a new location, the new site being on Green Village Rd. in Walnut Creek. Oscar has several dozers and carryalls available, and can be reached by telephone at HU. 3-2897.

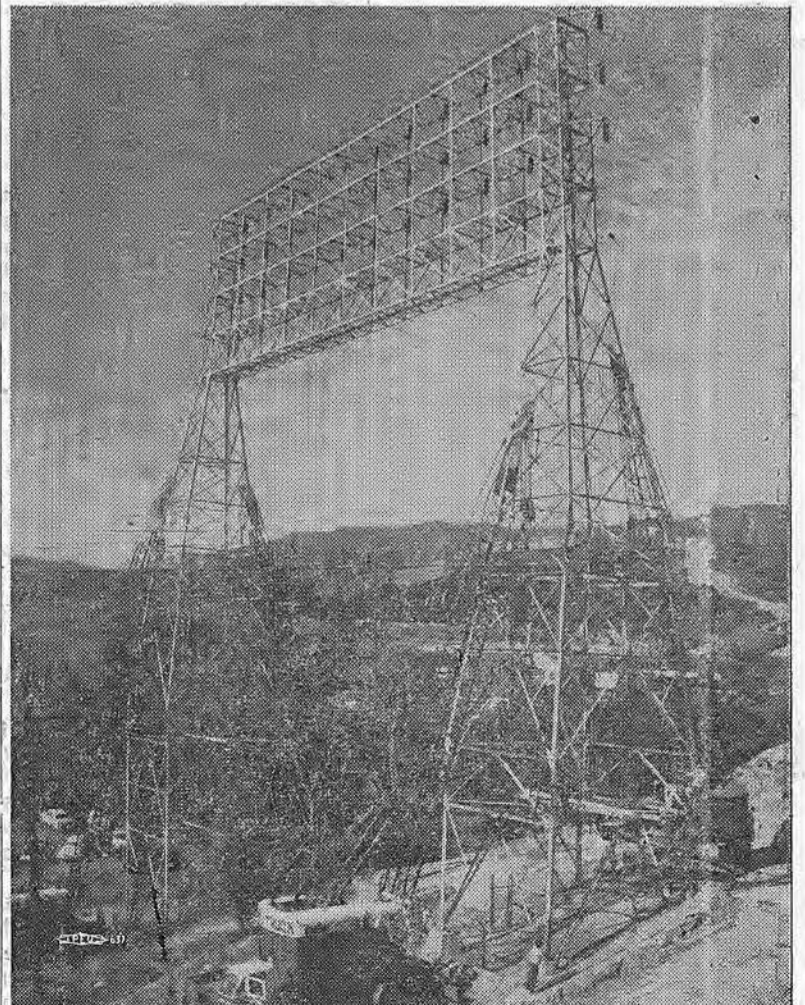
Teacher — Jimmy, you should strive to be a successful man. You should aspire to reach the pinnacle of fame. Do you know what pinnacle means?

Jimmy—Yes, teacher; my father always enjoys a nice quiet game of pinnacle.

Unemployment in Great Britain in December, at 1½ per cent of the estimated total number of employees, was a little less than in December 1952.

1954 PSALM

He is my shepherd, I am in want.
 He maketh me to lie on park benches.
 He shall lead me by still factories.
 He shall restore my doubt in the Republican Party.
 He shall guide me in the paths of unemployment for his Party's sake.
 Yea, though I walk through the alley of soup kitchens, I am hungry.
 I do bear evil for thou are against me.
 The Cabinet and the Senate shall discomfort me.
 Thou prepare a reduction in my wages in the presence of my creditors.
 Surely poverty and hard times shall follow me.
 All the days of the Republican Administration and
 I will stay in a rented house forever.



A REAL HOT JOB—Jacking up a 77,000-pound power tower in Eagle Rock to make room for the Colorado freeway was another miracle job recently performed by Operating Engineers and the spunky little motor cranes. Four of the cranes did the job, shown above. The job was widely publicized because it was performed while the power lines carried their full load of 66,000 volts in order to keep the supply flowing into the city.

FRESNO READY FOR AN EARLY START

By H. T. PETERSEN and G. LYNN MOORE,
Business Representatives

We have been having ideal spring weather for the past three weeks in this district and all we need now at the present time is a go ahead signal by the contractors for resuming work already under construction. Our information from Bechtel Company is that they will move into Vermillion Valley (unless due to weather) and that the job will be in full operation by the latter part of April. Groundbreaking will take place on the Mammoth Pool project in June.

The PG&E expects to start operating on the building up of the Black Rock Dam and Balch Power House during early summer.

In the north end of the district, River Rock Co. and the Merced Sand & Gravel Co. have resumed pit operations. Granite Construction Co. expects to start on their street paving and curb, gutter and sidewalk job in the city of Merced about March 15.

Harms Bros., at Briceburg, have about 30 days of heavy rock work and are moving in their own crusher to make slurry base. They will also set up a hot plant near Mariposa.

The Mariposa Sand & Gravel Co. is completing an asphalt job for Close Materials Co. and then will start making mix for Harms Bros.

The Division of Highways will open bids March 24 for approximately three and a half miles of realignment on the Merced-to-Yosemite highway, west of Mariposa.

Bear Creek Dam bid opening date is March 24 and it is anticipated there will be some spirited bidding. The Bureau of Reclamation let an additional contract on the Madera Irrigation Distribution, on which Morrison & Swartz submitted low bid on one section and H. Earl Parker received a bid on one of the alternates. D&H Construction, with their subs, Condick Co. and Karl Harmeling, have been held up somewhat because of wet weather in a hardpan country; however they are operating and making good progress.

Nomellini Co., at Berenda, ought to complete their heavy grading operations within the next month. However, they are well behind on the laying of concrete pipe and appurtenant structures.

M. J. Ruddy & Sons have completed import grading on the Merced-Gustine highway and have set up a crushing plant on the Merced River for rock base and hot plant material. At the present time they are employing eight engineers on this operation. They will set up their hot plant on the pit site.

Eaton & Smith are eager to resume operations on their Huntington-Shaver Lake job and probably will move in the latter part of March. This job is still good for the balance of 1954.

In the city of Fresno we have most of the local contractors busy on small local jobs, mostly subdivision work. The rock plants have resumed normal operations. The many small jobs in progress have kept many of the Brothers occupied on a day or two basis, nothing steady yet.

Rice Bros. have almost completed grading on their Clovis Ave. road job and have been setting up their crusher and hot plant on the Kings River east of Sanger.

The J. E. Roberts Co. of San Bernardino is still working on its Bureau contract on Friant Kern Canal.

Hermrick & East and the W. F. Maxwell Co. are going right along with the bridge and approaches out of Lemon Cove.

Pacific Coast Aggregates' plant at Lemon Cove quite active making aggregate.

Pacific Conduit Co. and American Pipe & Construction Co. yards at Lindsay are still busy with the Lloyd Co. job for the Bureau of Reclamation north of Earlimart. Peerless Pipe has the installation on this job.

United Concrete Pipe, on their Bureau of Reclamation job south of Earlimart, have started more activity.

Pedersen & Sons, prime contractor at the Porterville State Hos-

pital, are quite busy with subs: Vacco Co., Rod Lalanne, Monterey Plumbing.

Volpa Bros. are going right along with their highway job out of Hanford.

John Delphia's spread 20 miles west of Coalinga on Highway 198 is keeping busy.

At the end of this article you will see a letter from the wife of one of our members, who appreciates the help she received from your blood bank. The other cases, which is very serious, and unless we get a better turnout on donations it might be necessary to print the names of the donors month by month. I don't think we can overemphasize the importance of this project. **BLOOD IS NEEDED!** It might be for a brother member, for your wife or children, or even perhaps for yourself.

The next regular meeting of this district will be held March 25 at 631 Kearney, Fresno, at 8 p.m.

THANKS!—FROM ONE WHO NEEDED BLOOD

Fresno, Calif.
February 24, 1954

I. U. O. E. Local No. 3
Fresno, Calif.
H. T. Petersen, B. A.

Dear Sir:

I wish to take this opportunity to thank the Operating Engineers Union for the four (4) pints of blood I received during my recent surgery. I don't know whether I can ever express the secure feeling I had, just knowing that the blood was available in my hour of need. I want to thank each of the brothers who has donated, my husband included.

One never knows how much a pint of blood can mean until it is needed, and you never know when your time of need will come.

Thank you all again.

Sincerely yours,
MRS. EVERETT TURNER.

LLPE Opens '54 Drive to Elect Friends of Labor

Washington—The 1954 voluntary fund-raising campaign of Labor's League for Political Education was launched March 1. Every AFL member is being asked to contribute \$1. A 1954 membership card in LLPE will be presented to each contributor.

Every dollar given to the AFL's political arm is used exclusively to help elect friends of labor to Congress. Fifty cents of every dollar collected is sent back automatically to the respective state Leagues. The other half is kept in a national reserve fund to be used in those campaigns where the need is greatest and chances of victory are best.

National union offices are mailing personal letters and sets of LLPE membership books to all their local unions. It is recommended that this campaign be made a special order of business at the next membership meeting so that everyone will be completely informed of the need for funds.

Working people cannot expect a fair labor law, fair taxes or increased old-age and unemployment benefits from anti-labor Congressmen. There is a direct relationship between a trade unionist's bread and butter and the man he votes for on Election Day.

In 1954, he can do his part by giving \$1 to LLPE, by registering to vote, and then by voting for friends of labor.

Hear Frank Edwards!

SAN JOSE AREA STILL NOT TOO ACTIVE

By M. G. "Mickey" MURPHY and A. J. "Buck" HOPE, Business Representatives

Well, brothers, it's again time to give you the line-up on this section and what we have coming up for the future, which is encouraging to some extent. In the last few days we have cleared a few men from our books and the contractors are calling their "old hands" back to their former jobs. We are looking forward to an early spring and a long summer. Most all of the contractors in this area suspended operations just prior to the holidays, expecting the usual winter rains, but due to the lack of rain we presume that they have seen fit to proceed with the backlog of work and are recalling their former employees earlier than usual.

Bids will not be called for on the two new proposed Freeways until late summer, probably August. We have just received word that there will be a 20 million dollar hospital built for the Government in the near future in Palo Alto. Plans and specifications are now being drawn. This hospital will be in the vicinity of Stanford University. A bond election will be held June 8, 1954, in the amount of 4 million dollars to finance the proposed remodeling of the present Palo Alto Hospital. There is also a \$300,850 Radiology Building and Diagnostic Center to be erected in this vicinity. California Packing Corporation is building a \$1,000,000 addition to their present plant which is located at Auzerais and Sunol. James H. MacFarland of San Francisco are the prime contractors on this job. Bro. Wally E. Karstedt & Son are doing the excavating on this project. J. C. Bateman & Co. were the lucky bidders on the percolating canal, which will supply the water for the Evergreen District; they expect to start work very shortly. Bethlehem Pacific Steel have placed their last piece of steel on the Ford plant and we have said good-bye to Brothers Reisor, Tommy Kennedy and Billingsley, who have returned to the Bay Area.

A. J. Raisch, L. C. Smith, Bahr & Ledoyen are quite well occupied on subdivisions, street work and grading on several different housing projects. A. J. Raisch were the lucky bidders on the San Carlos street project; L. C. Smith is making good progress on the widening and installation of the islands on The Alameda. Pat Barclay was the low bidder on a nice underground job on Hamline and Newhall and at the present time is employing about eight of the brothers. A. J. Peters has slowed up considerably at the present time. However, they will no doubt sharpen their pencils for a couple of underground jobs which are to come up soon in the vicinity of Sunnyvale and Mt. View.

The city of Sunnyvale has just voted bonds for 1½ million dollars to be used for the construction of a new Sewage Disposal Plant. Plans have been drawn and bids will be called for very shortly. Bahr & Ledoyen of Palo Alto have several small jobs in and around this locality; same can be said for Freeman Paving, L. C. Smith, Sondroth Bros., and J. McFadden. Most of these firms are working on streets and subdivisions.

E. A. Hathaway is making good progress on the \$500,000 unit being added to the Agnew Hospital and will soon be pouring the concrete. Looks like San Jose will have more schools in the near future; recently \$7,500,000 bonds have been voted for this purpose. New schools will also be built in Campbell and Los Gatos.

SOUTHERN TERRITORY

Granite Construction have several good-sized jobs in this area. They were the lucky bidders on the resurfacing of Mt. Herman Road between Camp Evers and Mt. Herman. This job will cost approximately \$86,628. Los Gatos Construction will move the 70,000 yards of material on this project and expect to start work in a couple of weeks. Granite have already started work on their \$123,613 San Juan Road job at Salinas; Los Gatos Construction will move the fill on this job also. Brother Miller is the superintendent for Los Gatos Construction. Granite are working on their \$140,000 Water System Project for the Fort Ord Golf course. This firm will be taking quite a number of the Engineers on their Merced job, which has been opened after being closed down all winter. Granite also have several jobs in Watsonville, Santa Cruz and Hollister, and are still working on their stripping job at Davenport.

Chicago Bridge and Iron have completed their work on the tank job for the Portland Cement Co., and the American Bridge Company have approximately two weeks left to complete their section of this same project. Coast Pipe Line are still fully occupied on their job at Santa Cruz. Ted Baun Construction Company of Fresno will begin work about March 15th on their \$212,862 contract for grading and resurfacing the San Juan-Watsonville Road, with Bro. Cecil Smith as the super. Bro. Phil Calabrese has several small jobs around the Monterey area and recently was awarded the concrete paving contract for the Union High School in Castroville.

E. T. Haas is making good progress on his contract for laying the water lines for the City of Castroville. He has kept 6 of the brothers busy all winter, with just a few days layoff due to the rains. This firm is still fully occupied on their Navy School job at Monterey.

While things have been pretty quiet in this territory for the past couple of months, the future has taken on a brighter look with the following contracts having recently been let: G. W. Davis was awarded a \$233,200 contract for construction of school additions; Bridges Construction Company were the low bidders on a \$70,960 contract for concrete reinforcing of office and warehouse building in Monterey. Tomblison & Huck, Inc., were the lucky bidders on a \$91,000 school

job at Greenfield. F. V. Hampshire Inc., were awarded a \$320,600 contract for the construction of a school in Monterey. Bids will be opened very shortly on a By-Pass at Salinas at an estimated cost of \$2,820,000. The above mentioned jobs when in operation should put most of our unemployed Engineers back on the payroll again.

PERSONALS

Brother Hollis Pickle, who has been with us for a number of years, has gone into business for himself. He will now be seen operating the Hancock Gas Station at Scott's Valley. Lots of luck to you, Hollis, in your new venture, and we hope that many of the brothers will be stopping at your station. Brother Sid French has gone into the contracting business; may we extend our best wishes for success to you also? Brother W. E. Karstedt & Son, who previously just had truck cranes, have seen fit to expand and have purchased a new D 7 Dozer.

Received a very interesting letter from Brother Adrian Paris, who has been in Autofagasta, Chile, for the past three years. He plans to visit California this spring before starting on a new job in South America. Also received a very welcome letter from Brother Louis Kashka, known as "Shorty" by his friends. He and his family are in Pennsylvania, where he is employed by Fulghum Construction Company and says that he has a very good job with plenty of overtime.

North Bay Is Ready to Move

By H. O. FOSS and FRANK LAWRENCE, Business Representatives

The present break in the weather hasn't made any change in our out-of-work list. Some of the contractors have started up again, but have just called back the regulars. All indications lead us to believe it will be another month before work will break in this area.

Travis Air Base still cleaning up odd jobs from '53. Parish Bros. have started their access road at the base. Some rumor that the rigs at the dam will be brought down to do the dirt work on this spread; that being the case no additional men will be employed. Ed Jarvis Co. will put in the culverts and drains on the project.

Robert McKee Co. moving right along on the job at the hospital in Vacaville. C. M. Syar Co. started to do the excavation on the foundations for the two new wings which has been added to their present job.

Chas. Harney Co. has started on their job at Hamilton Field Air Base. They have moved in a cat and blade. As the job progresses more equipment will be added to the spread.

The J. R. Armstrong job at Valley Ford still shut down. Quarry too wet to operate. The overburden has slide into the pit.

Goforth Development Co. getting started again on their new housing tract on the Napa-Vallejo road. Brother Tom Hanna doing dirt work and Bill Poyser will put in sewer line. This tract will have 1400 homes when completed.

Helwig and Bay Construction Co. have the new disposal plant at Sonoma and are making good progress; have three members on the project.

Sorry to report Brother John Coggan, HD mech for Atkinson's Waldo job, involved in auto accident on way to work Feb. 23, at the Greenbrae intersection. Suffered severe injuries to his neck and shoulder. Still in hospital as this goes to press. Will be glad to see John up and around again soon—even with his oversized collar.

Ghilotti Bros. report things on even keel at present. Manage to keep four members busy on outside and two mechs in the shop. Should start the Muir Beach road job this week—approximately \$10,000.

Raisch Co. has four operators

busy on their job at the Vet's Home in Yountville—parking area. Still have about a month and a half to go on their road job outside Fairfax. This was one of the last jobs started in '53. Don't expect to get rolling for another month. This company was the low bidder on Atherton Ave. & Ignacio Wye resurfacing job. No State funds until April though.

Congratulations to Brother C. R. Eyster—new oiler—Feb. 20, 1954. Brother Eyster works on a crane at Mare Island—Grove & Early job.

Understand "Scarbelly" Addington now in business. All you have to have is car for bargaining point. Guarantees to trade off same for "FEMME FATALE." He says it works—at least, if you have a new '53 gray pickup. Doesn't mind being contacted on cat 12—Atkinson job on Waldo grade.

Research at the Los Angeles campus of the University of California indicates that aircraft brake fluid may also serve as a fire extinguishing agent by slight alteration of chemical content.



"Listen, Ed! We gotta form a union! That new chief is the worst slave driver we've ever had!"

Utah News Roundup

By MERLIN BOWMAN, CHARLES COCKAYNE, GEORGE FARRELL, GLEN FULLMER and JAY NEELEY, Business Representatives

W. W. Clyde Company were the first to open the season with the start of the Beck's overpass approaches. About nine No. 3 men are now employed, with promises of a few more in the near future. The job is all but finished, but we are still mighty glad to see it going.

Regarding the \$2,500,000 bank to be built on the corner of Fourth South and Main Street, Utah Construction Company is the general contractor. They will do the excavating,

but will probably sublet the actual building to someone who specializes in this particular type of building. They expected to start March 9. The building is supposed to closely resemble the new United Nations Building in New York.

Prospects of work elsewhere around the state look good.
Oscar Lyman's crew of land levelers at Ft. Duchesne have once again taken up the pact, with about eight men working and with prospects of more real soon, on a 60 hours per week basis, the elements permitting.

Strong Co. expects to start their Park City job again early in April. The company has purchased three more Super-C Tournapulls, making a total of nine pulls to find jobs for. With three "C" roadsters and six Super-Cs, along with all their cats and other equipment, this company can take on some pretty good-sized jobs. Local 3 has good relations with this firm at present and we hope before the season is through to have all our problems worked out in regard to hiring No. 3 men—and not off the bank.

No more money is to be spent at Dugway, at least until after July 1. Bud Lincoln, the man in charge of construction employment service at Dugway under the U.S. Employment Security Division, is temporarily closing that office due to lack of activity. Bud has been a good friend to Local 3 in this area for the past three or four years, and we hate to see him go.

Statewide Plumbing Co. is finally coming to the end of the Murray sewer project and were low bidders on a similar project in Casper, Wyoming. They expect to start there soon.

Gibbons & Reed are contemplating the start of their little job in Sugarhouse about March 15.

Morrison-Knudson were the low bidders on the Reno job and expected to start setting up shop about March 11. Several of our local contractors were much interested in this job, so some of our good members were a little disappointed at the outcome.

Talked with Shurtleff & Andrews and they told me they had purchased a new Model 3000 Manitowoc speed-crane, with torque converter and all, and expect delivery soon. Good luck, boys! Along with your other machines, you should be able to handle almost any job in the crane and erecting line.

We are still receiving many requests from the members in regard to work in foreign countries. For some time now we have not had any calls for men for any foreign work, but we do have a complete list of all foreign work and the companies doing the work. This is available upon request if any member wishes to contact any of these companies.

The weather today is real spring weather and everyone is eager to get started, including the contractors, but with nothing to start on! Well, all we can do is stick by our guns and hope the Government decides we have recessed long enough on this so-called "healthy recession."

SOUTHERN SECTION

The award for the outfall lines of the Provo city sewage system went to Davis & Butler. This is the first pipe job this firm has undertaken, and we hope our initial contact will be a pleasant one. Brother Bill Hills is operating the new machine, with Brother Jay Adams as oiler. Brother Tom Curtis will hold down the other one with Brother Billy Lees doing the setting and Brother Bill Smith on

the cat. They are expecting lots of sub-water as these lines run in very low country.

The contract for the disposal plant was to be awarded March 10. The figure on this job was expected to be in excess of \$1 million and should furnish some work for our men.

Bechtel Corporation has stepped up the work at Castlegate and included four new operators in the personnel.

Combustion Engineers are going to install the boilers on this job and have acquired the services of two tugger operators and expect to need two more before long.

Utah Crane & Rigging Co. has almost completed their contract at this plant, but have a similar job at the Gadsby plant in Salt Lake to move to.

Work in the vicinity of Moab is slowly getting under way. The Chytraus Construction Co. from Salt Lake was low bidder on the housing project and is first to get started here.

We are looking forward to lots of work in the southern end of Utah this summer and are in a position to handle a lot of it. There are a few building jobs to be let and a few have already been let. Tolboe Construction Co. from Provo, Utah, was awarded a contract for an elementary school building at Pleasant Grove for a combined bid of \$295,700. Award of contract to Chytraus Brothers for an elementary school building at Kanab for \$222,600.

Thorn Construction Co., Springville, Utah, was awarded a road job between Lehi and American Fork in Utah County for \$274,912. Whiting & Haymond were awarded four and one-half miles of graded roadway in Garfield County for \$174,047. W. W. Clyde Co. of Springville was awarded a contract for a Zion and Bryce Canyon approach road in Iron and Kane counties for \$479,754.

When these jobs get under way it will improve our outlook no end.

NORTHERN AREA

The news this month should sound much better than in any of the past four months, particularly to the number of men recalled to the jobs they were on when the weather closed in on us last fall.

Several of the contractors have started some work and almost everyone is trying to take advantage of the unusually good weather we've been having.

The majority of the proposed work is still pending and several of the contractors are without any jobs to start, so it looks as though it will be some time yet before everyone is back working.

With the exception of a couple of weeks shutdown, Young & Smith Construction Co. was able to keep a sizeable crew busy all winter on the Deweyville road and has started to do some preliminary work on the \$650,000 job in Echo Canyon. This is a good example of how much longer our work season would be if there were a number of contracts let in the fall.

Germer, Abbott & Waldron have moved a crusher to Wanship to make gravel for the State Road and they expect to be working in that area about six weeks before moving to Montpelier. Several men are busy for this company on land leveling and the starting of a new job at Penrose.

The J. B. Parson Co. is busy on the bridge and approach job west of Richmond and part of a crew is back working on the Plymouth road, trying to complete it as soon as possible so they can move to Malta, Idaho, on the new 21-mile

Schedule of Meetings for Construction, Lang Co., Sand & Gravel, Iron Ore Mines, Vitro Chemical Co., Kennecott Copper

Construction, Sand & Gravel members, 2nd Thursday of each month, Engineers Hall, 1969 South Main Street, Salt Lake City, Utah.

Construction, Sand & Gravel members, 2nd Friday of each month, Labor Temple, 165 West 1st North, Provo, Utah.

Construction, Sand & Gravel members, 3rd Friday of each month, Labor Temple, Ogden, Utah.

Vitro Chemical Company, 3rd Thursday of each month, Engineers Hall, 1969 South Main St., Salt Lake City, Utah.

Lang Company — All Called Meetings.

Cedar City Iron Mines—Friday, April 2, 1954, 8:00 P.M., Hotel El Escalante.

Kennecott Copper Mines meeting, Tuesday, April 20, 1954, 1:30 P.M. 3:00 P.M., Civic Center, Bingham, Utah.

Schedule of State Road Meetings

Logan, Friday, March 26, 1954, 7:30 P.M., Cache County Court House.

Salt Lake City, Tuesday, March 30, 1954, 8:00 P.M., 1969 South Main Street.

St. George, Thursday, April 1, 1954, 7:30 P.M., D.U.P. Hall.

Provo — Called meeting.

Roosevelt Area, Wednesday, April 7, 1954, 7:30 P.M., Commercial Club, Roosevelt.

Districts 3 and 4 — Called meetings.

Olaf Nelson Co. is working on the fence and drain west of Smithfield in preparation to starting the grade on the road. Part of this crew expects to move to Moroni soon to complete the job they have there.

The Fife Construction Co. has trucked some fill in on the Plain City job and expects to start the gravel and oil as soon as possible.

Waterfall Construction Co. is keeping several men busy on local work around Ogden and has started the Roy City curb and gutter job. This firm also has several months' work left on the Bountiful curb and gutter project.

A number of other men are busy on short jobs and nearly everyone expects a fair year in construction, but it still will be some weeks before there is a definite answer on some of the proposed work.

CEDAR IRON MINES

At this time nothing good can be said of the situation at the iron mines. The continuous cutbacks, due to the depressed steel market, have just raised the devil. Fortunately for a fair-sized group of employees, some stripping is being done, the Comstock has a fair amount of overburden to be removed, and Desert Mound has sufficient work to keep a fair-sized crew busy most of the year.

Iron Mountain is down and Iron Springs curtailed to one shift, and, in fact, the only property working more than one shift is Desert Mound. We are hopeful that the bottom has been reached and that there will be some resumption of work at the mines rather than a further decline.

At the last meeting held in Cedar City some discussion was held on changes for the new agreements. We will be going into negotiations soon and want the information on changes desired by you brothers before time to meet the company, so plan to attend the next meeting, which will be devoted primarily to this problem. We are endeavoring to get the seniority clause and mess straightened out and expect to have come to a definite understand on it by the time of the next meeting—Friday, April 2, at the Hotel El Escalante. We hope to see you there!

KENNECOTT MINES

The so-called recession is in full swing at Bingham and the rest of the Kennecott properties here. In Nevada quite a large number of the employees have been laid off and the rest have been cut to a five-day work week. The resultant tremendous loss of purchasing power is already showing in this area. According to the wonderful wizards of Washington, this is a return to normalcy. We have a

hell of a different name for it; it certainly didn't take the bust boys long to get in their licks. At present the mine is operating on a five-day schedule and this has resulted in laying off of the rotators who were working the extra days. We hope this schedule is maintained and that it gets no worse.

We have a couple of grievances before the company for settlement. One pertains particularly to the crane department and, in order to get it settled, we need a good representation from that department at our next union meeting, as we have a proposal (suggested by Kay Landenburger as a basis for settlement) which we want to discuss at that time. Some of the problems which crop up could be avoided if serious consideration were given to the consequences of jumping before looking the situation over. However, we intend to continue to take matters up with the company wherever a condition exists which is cause for a legitimate grievance.

We realize that when times get tougher there is more of a tendency on the part of some supervision to pour it on, but don't forget we have an agreement with Kennecott and it's still in force as much as ever.

SAND & GRAVEL

Brother members, as you know, we are now getting prepared to go into negotiations with the sand and gravel companies. I was instructed at this writing, by Allen Mecham, that the companies would be prepared to start negotiations sometime this month.

It may be well for you to know that our sand and gravel companies have formed an association and have hired Allen Mecham to represent them throughout the negotiations, so I am urging all members to try to attend their regularly scheduled meetings in order to keep well informed as to what is going on at all times. We find it very difficult to try to explain what is going on by meeting one at a time out on the jobs. You will find schedules in your monthly newspaper giving particulars on the meetings that are to be held in Salt Lake City, Ogden and Provo.

VITRO CHEMICAL

At this writing we have held three negotiating meetings with Vitro Chemical Co. and have come a long way as far as the body of the agreement is concerned. We should not have to have very many more meetings in order to clear up everything except wages. As you know, wage rates are one of the last things negotiated in an agreement, so I am urging every hourly employee of Vitro Chemical to attend all regularly scheduled meetings, and I am sure there will be some very interesting things to

OUTLOOK IS VERY GOOD IN REDDING

By E. A. HESTER
Business Representative

With a break in the weather the work situation has begun to brighten up. The Fredrick & Watson Company has started up; they had a lot of unfinished work left last year. They also grabbed off another project in a joint venture with the M & K Corporation; it is the Enterprise Junior College about three miles south-east of Redding.

Johnny Owens of the Patterson Construction Company was in town a few days ago and reported that he would resume work on the firm's road project at Happy Camp on March 15.

By the time you read this, bids on several other road jobs in the district will be opened. Bids on the road job between Red Bluff and Los Molinos will be opened the 10th; and another one in Trinity County near Weaverville.

Harms Bros. will start on their project near Ravendale out of Susanville, March 15. Members working on this project will be dispatched out of the Reno office. Brother Spence and Brother Barr will police the job.

Work should be picking up very good by April 1. The outlook for work this year is very good. At the present time we have 175 men on the out-of-work list; but when work picks up we are going to need additional help as we always do in this district. But please don't give us the rush act until I give you the signal.

Our new office building in Redding is completed, with the exception of a little touching up. We will soon be ready for the big dedication, at which time you will be notified.

discuss. Your representatives will try to get handbills out in plenty of time, informing you of the meetings. We hope to see you all at our next scheduled meeting, which is the third Thursday of every month.

LANG COMPANY

The Lang Company still is hanging onto a few employees, but due to lack of work they are only employed part time, waiting for things to pick up in the spring.

The work at No. 1 Shop has been hit more severely by the lack of work than at No. 2, which is called the truck shop. We are hoping that this company will be able to secure additional work in the near future, so that our men will be able to get a few weeks' work.

We would like to take this opportunity to extend our deepest sympathy to the family of Merle Hansen, who passed away recently.

STATE ROAD NEWS

One bright spot on an otherwise cloudy horizon is the State Road maintenance work.

Unfortunately, because of the mild winter which has now just about passed, there has not been much opportunity for overtime work, but the State has been considerate enough to continue the six-day week. This is good in the face of the cutback to five days and sometimes less all over the country. We all have our fingers crossed and hope they continue the present policy.

At this time we would like to bring to the attention of all State Road maintenance workers the information that we are starting to formulate plans so that we can go to the Legislature as soon as it meets next January with our request for job security legislation. With a little effort on the part of each of you, we firmly believe we can succeed; however, we need your attendance at the meetings we schedule, so that we can give you the plan. If you are at the meetings you can express your feelings and contribute your thinking to help bring success to this venture. You know whether you want job security or not, so please attend and let's get the plan ready to roll.

Operating Engineers Health and Welfare Trust Fund

for Northern California

476 Valencia Street, San Francisco, California

HEmlock 1-4417

To Operating Engineers in Northern California:

The introduction of a welfare plan in the collective bargaining agreement of 1952 between the Northern California Chapter and Central California Chapter, the Associated General Contractors of America, Inc., and Operating Engineers, Local Union No. 3, was coupled with the hope that this plan would answer a timely need of protection and benefits for Operating Engineers, and their dependents.

We, the members of the Board of Trustees, who are responsible for the proper administration of the Plan, herewith submit to you in printed form, a general outline of the welfare plan. The Board of Trustees will continue in finding ways and means of bringing about improvements and additional benefits wherever feasible and whenever practicable. We invite the sound observation and constructive criticism by members of all parties concerned.

The schedule of benefits herein contained are retro-active to May 1, 1953 to the eligible employees and their dependents, and you should file such claims with the Trust office promptly in order to receive your reimbursement.

Because the welfare plan is comparatively new, it stands to reason that we may still find evidence of confusion and misinterpretation which we expect to remedy and improve as time goes on.

We have prepared this article as a simple presentation, so that it will help you to clearly understand the enumerated benefits. We hope that you read it carefully. We invite your wife to read it likewise, so that both of you know when, how, and where the plan can be set into action for the benefit of yourself and your dependents.

BOARD OF TRUSTEES

For the Employers

HAROLD O. SJOBERG,
Co-Chairman
GORDON POLLOCK
W. F. AMES, JR.
FELIX SIRI
WILLIAM SMITH

For the Employees

VICTOR S. SWANSON,
Chairman
PAT CLANCY
C. F. MATHEWS
P. E. VANDEWARK
HARRY METZ

YOUR WELFARE PLAN

For Members

Life Insurance	\$2,000.00
Accidental Death	2,000.00
Accidental Dismemberment	
Loss of Both Hands, Legs or Eyes	2,000.00
Loss of One Hand, Leg or Eye	1,000.00
Hospital Benefits:	
Daily Board and Room Allowance	11.50
Overall Room and Board Benefit	805.00
Other Hospital Charges (plus 75% of any charges over \$230.00)	230.00
Out-Patient or Emergency Treatment	100.00
Ambulance Expense	25.00
Surgical Benefits	300.00
Medical Expenses	
Doctor's Home Calls	5.00
Doctor's Office Calls	3.00
Doctor's Hospital Calls	3.00
X-Ray and Laboratory Expenses	
Each Sickness	50.00
Each Accident	50.00
Additional Accident	300.00
Poliomyelitis Benefit	2,000.00

SUMMARY OF BENEFITS

For Dependents

Hospital Benefits	
Daily Board and Room Allowance	11.50
Overall Room and Board Benefit	356.50
Other Hospital Charges (plus 75% of any charges over \$230.00)	230.00
Out-Patient or Emergency Treatment	100.00
Ambulance Expense	25.00
Surgical Benefits	300.00
Doctor's Hospital Calls	3.00
X-Ray and Laboratory Expenses	
Each Sickness	25.00
Each Accident	25.00
Additional Accident	300.00
Poliomyelitis Benefit	2,000.00

All benefits are paid in addition to State U.C.D. allowances which are not administered by these Trustees.

Who Are Dependents?

The lawful wife, or the husband, of the member and the member's unmarried children (including a stepchild, legally adopted child, or foster child entirely supported by the member) who are 14 days but less than 19 years of age. The dependent may not be covered as a dependent if already insured as a member under the welfare plan.

THESE BENEFITS ARE YOURS, WITHOUT COST TO YOU. ENTIRE PREMIUM IS PAID FOR AS A CONDITION OF YOUR UNION-EMPLOYER CONTRACT.

HOW TO USE

YOUR WELFARE PLAN

This plan protects you by paying an outright benefit or the actual

cost of services, according to the summary of benefits shown above and outlined herein.

You are free to choose your own hospital and your own doctor. There is no restriction as long as the hospital is lawfully operated and the physician licensed to practice.

GENERAL PROVISIONS

Your Group Insurance Plan is effective May 1, 1953.

Who May Be Insured

All members who have worked a sufficient number of hours (or have a reserve of hours) to pay the insurance premium due the carrier, after qualifying by working at least 300 hours within a period of three consecutive months, and all eligible dependents of such members, shall be eligible for the insurance.

All hours worked by each member will be recorded individually and the trust office will determine monthly the eligible members of the Plan. Whenever you work more hours during the month than is necessary to qualify you for the benefits, then those excess hours will be set aside to help you qualify in a subsequent month. The Board of Trustees will determine from time to time the maximum number of hours which you will be allowed to accumulate.

A member who is not able to be actively at work on the day his insurance would normally become effective will not become insured until he returns to active full-time work. An eligible dependent who is confined to a hospital on the date his insurance would normally become effective will not become insured until discharged from the hospital.

Obtaining Insurance

To obtain insurance, you must complete the enrollment card provided by Local No. 3, supplying the information requested about you and your dependents.

No medical examination is required of you. No medical examination is required of your dependents.

There is no age limit for you or your spouse.

Termination of Your Insurance

A member's insurance under this plan will terminate:

1. At the end of that month which causes his reserve of hours worked to be insufficient to pay the insurance premium.

2. On the day the master policy is terminated.

The insurance for a dependent child will terminate when the child reaches 19 years of age, when the child marries, or when the member's insurance terminates. The insurance for a member's spouse will terminate when the

member's own insurance terminates or when the member becomes divorced or legally separated.

"Hospitals" include sanitariums for specific diseases. Your doctor may be any licensed physician.

You are covered for conditions that existed before you came under the plan, for chronic ailments, for tuberculosis and polio (except in the case of excess benefits). Quarantinable diseases and service-connected disabilities as well as other catastrophic diseases and conditions are also covered.

Tonsils, adenoids, hernia, hemorrhoids and varicose veins are covered as soon as you come under the plan without a waiting period.

Claims

To file a claim under your welfare plan follow these steps:

1. Get a claim form from your employer or union office.

2. Fill out your portion of the claim form.

3. Give the form to your doctor or hospital, who will complete the form and mail it to the Operating Engineers Health and Welfare Trust Fund for Northern California, 476 Valencia Street, San Francisco.

4. Mail any further bills or statements for any medical or hospital services covered by the plan to the trust office as soon as you get them.

INFORMATION

For information concerning benefits or claims, you may contact the Trust Fund office, 476 Valencia Street, San Francisco, California, HEmlock 1-4417.

Payment

The Trust Fund will mail a check covering your claims within 48 hours after receiving your claim provided you properly complete the form.

Benefits may be withheld, if you fail to forward the bills for services you have received. Be sure to forward them as soon as possible.

Assignment

You may assign the benefits due you under the plan by signing the assignment form supplied by your hospital and your doctor.

In case of assignment, the charges (up to the limits set in the plan) will be paid directly to the hospital, doctor, or X-ray laboratory. Any benefits due in excess of those assigned will be paid to you.

Identification

You will receive an identification card which will assist you in establishing your coverage under the plan when entering a hospital or doctor's care.

Extended Benefits

In the event a member or his dependent is totally disabled on the date his insurance terminates for any reason, hospital, surgical and medical expense benefits are extended if the member or his dependent goes to the hospital or undergoes an operation within three months after termination of insurance, provided the member or his dependent remains totally disabled from the date of termination of insurance until the date of hospital confinement or operation.

Monthly Cost

The entire cost of your protection for yourself and your family is paid by your employer under his contract with Local 3.

Certificates

You will be given Certificates of Insurance, outlining the benefits for which you are insured.

LIFE INSURANCE FOR MEMBERS

This plan insures you in the amount of \$2,000.00—payable in full to your beneficiary in the event of your death from any cause—on the job or off—while you are insured.

Total Disability

Your life insurance will stay in effect without additional premiums if you become totally disabled while covered by the plan and before you reach the age of 60. The full amount of your insurance will be paid to your beneficiaries if

your total disability continues until the date of your death.

You will be required periodically to submit proof of total disability.

Convertibility

If your insurance terminates, your life insurance will be continued for thirty-one days. During that period, you may exchange it for any individual policy (except term insurance).

You need only make application and pay the proper premium. Your individual policy will go into force immediately following the termination of your insurance under your welfare plan. You will not be required to take a medical examination for your new policy.

Beneficiary

You may name anyone you wish as your beneficiary and you may change your beneficiary at any time by filling out the proper form and sending it to the Trust office.

ACCIDENTAL DEATH AND DISMEMBERMENT FOR MEMBERS

You are insured for \$2,000.00 against death or dismemberment in an accident, on your job or off.

If you are killed in an accident, or die within ninety days as a result of accident, your beneficiary will be paid \$2,000.00—in addition to the \$2,000.00 to be paid under your life insurance.

If you accidentally suffer the loss of both hands, or both feet, or the sight of both eyes, you will be paid \$2,000.00.

If you accidentally suffer the loss of one hand or one foot or the sight of one eye, you will receive \$1,000.00.

This insurance covers losses resulting from accidental bodily injuries sustained while participating in aeronautics but only when you are a passenger on a scheduled flight between definitely established airports of a regular incorporated air transport company.

HOSPITAL BENEFITS FOR MEMBERS AND DEPENDENTS

You will be reimbursed for charges made by any legally constituted hospital, other than a hospital owned or operated by the United States Government, to which you or any of your dependents are confined upon the recommendation of a licensed physician, up to the following limits:

(a) Room and Board: For each day of confinement in a hospital, payment will be made for the amount charged by the hospital for room and board up to \$11.50 per day but not to exceed the limit of \$805.00 during any one period of disability for the member and \$356.50 for each dependent.

(b) Other Hospital Charges: In addition to the benefits for room and board, payment will be made in full for the actual charges made by the hospital for necessary services and supplies, such as drugs, dressings, blood plasma, operating room, etc., up to \$230.00. If such charges are in excess of this amount, 75% of the excess will be paid without any limit during the period you or your dependent is entitled to room and board benefits.

(c) Out-Patient Benefits: Hospital benefits except room and board are payable up to \$100.00 even though you or your dependents are not confined in the hospital in the case of:

1. Emergency treatment within 24 hours following an accidental injury, or
2. Surgical operations requiring hospital facilities.

(d) Ambulance Expense: Included under Other Hospital Charges described above, you will be reimbursed up to \$25.00 for the expense of ambulance services to carry you or your dependent to and from the hospital.

There is no limit to the number of hospital confinements for which benefits will be paid a member if they are due to unrelated causes or if they are separated by your return to active full-time work. In the case of dependents, there is no limit to the number of hospital

confinements for which benefits will be paid if they are due to unrelated causes or if they are separated by a period of three months.

This hospital benefit will be paid to you in addition to the hospitalization benefits you are entitled to under the State Disability Insurance law.

SURGICAL BENEFITS FOR MEMBERS AND DEPENDENTS

You will be reimbursed for fees charged for surgical operations performed on you or any of your dependents by a licensed physician or surgeon, up to the amounts shown in the schedule of operations, which appears at the end of this article, but not to exceed \$300.00 for all operations performed during one period of disability.

Where more than one operative procedure is performed during the course of a single operation, the maximum reimbursement will be the amount listed in the schedule for the more expensive operation.

Successive operations will be considered to have been performed during one period of disability unless they are due to entirely unrelated causes or unless, in the case of a member, they are separated by a return to active full-time work or unless, in the case of an insured dependent, they are separated by a period of three months.

X-RAY AND LABORATORY BENEFITS FOR MEMBERS AND DEPENDENTS

You will be reimbursed up to \$50.00 for expenses incurred by the member or \$25.00 for you dependents in connection with diagnostic X-ray examination or microscopic or other laboratory tests or analyses made or recommended by a licensed physician. The maximum shall apply with respect to any one sickness or any one accident. No benefits are included with respect to check-up examinations not incident or necessary to diagnosis of a sickness or an accidental bodily injury; or any dental X-ray, except when performed in connection with an accidental bodily injury; or any urinalysis or therapeutic X-ray.

ADDITIONAL ACCIDENT MEDICAL EXPENSE BENEFITS FOR MEMBERS AND DEPENDENTS

If you or any of your dependents incurs medical expenses, as the result of an accident, which are in excess of other disability benefits provided by this plan, you will be reimbursed up to a maximum of \$300 for such excess expenses incurred within 90 days of the accident.

MEDICAL EXPENSES FOR MEMBERS ONLY

This plan will reimburse you for the actual cost of a doctor's care, within the following limits:

Hospital Calls

You will be paid up to \$3.00 a day for calls by your doctor while you are in a hospital. You are allowed a maximum of \$150.00 during any one period of disability.

When you are not visited daily by your doctor while you are hospitalized, the payments accumulate at the rate of one call per day. The unused, accumulated calls may then be used for payment for consultations and other doctor's visits while you are in the hospital.

No payments will be made for doctor's visits after a surgical operation; nor for dental work or treatment, eye examinations, or fitting glasses. Doctor's calls in connection with a maternity case are not covered.

Home and Office Calls

Your welfare plan will pay the actual cost of home or office calls up to \$5.00 for each home call, up to \$3.00 for each office call, but not more than one call per day.

During any series of doctor calls, benefits will be payable beginning with the first call in case of non-occupational accidents and the third call in case of sickness. The

(Continued on Next Page)

Operating Engineers Health and Welfare Trust Fund

for Northern California

(Continued from Preceding Page) maximum period of such visits is 52 weeks in the event of your total disability, but there is no maximum period while you are at active full-time work. Series of calls means consecutive calls which are not separated by more than 30 days.

No benefits are payable for visits in connection with surgical operations or post-operative care, dentist's charges, eye examinations for fitting of glasses, X-rays, drugs, medicines or dressings.

MEDICAL BENEFITS FOR DEPENDENTS ONLY

Hospital Calls Only

You will be reimbursed for the expense of doctor's fees, for hospital visits made while any of your dependents are hospital confined, up to an amount equal to \$3.00 times the number of days of confinement, but not to exceed \$93.00 for each separate confinement.

No benefits are payable for visits in connection with surgical oper-

ations or post-operative care, dentist's charges, eye examinations for fitting of glasses, X-rays, drugs, medicines or dressings.

POLIOMYELITIS BENEFIT FOR MEMBERS AND DEPENDENTS

If you or any of your dependents contracts poliomyelitis while insured hereunder, reimbursement will be made up to a maximum of \$2,000.00 each, for all medical expenses incurred within three years after contracting the disease. This benefit is in addition to any other benefits provided by your plan.

The following services will be allowed:

- (a) Confinement in a lawfully operated hospital or sanitarium.
- (b) Use of iron lung or other mechanical equipment.
- (c) Physiotherapy.
- (d) Special nurses.
- (e) Doctors' services.
- (f) Transportation by air or rail to a special hospital or sanitarium.

SCHEDULE OF OPERATIONS for Members and Dependents—\$300.00 Maximum

	Maximum Payment
ABDOMEN	
Appendectomy, freeing of adhesions or exploration of, or cutting into, the abdominal cavity.....	\$150.00
Removal of, or other operation on gall bladder.....	225.00
Gastro-enterostomy	225.00
Resection of stomach, bowel or rectum.....	300.00
ABSCESSSES (See Tumors)	
AMPUTATIONS	
Thigh, leg	187.50
Upper arm, forearm, entire hand or foot.....	150.00
Fingers or toes, each.....	22.50
BLOOD TRANSFUSION, each	37.50
BREAST	
Removal of benign tumor or cyst requiring hospital confinement	75.00
Simple amputation	150.00
Radical amputation	225.00
CHEST	
Complete thoracoplasty, transthoracic approach to stomach, diaphragm, esophagus; sympathectomy or laryngectomy.....	300.00
Removal of lung or portion of lung.....	300.00
Bronchoscopy, esophagoscopy	60.00
Induction of artificial pneumothorax, initial	37.50
refills each (not more than 12).....	15.00
CYSTS (See Tumors)	
DISLOCATION, Reduction of	
Hip, vertebra, ankle joint, elbow or knee joint (patella excepted)	52.50
Shoulder	37.50
Lower jaw, collar bone, wrist or patella.....	22.50
For dislocations requiring an open operation, the maximum amount of payment is 2 times amount indicated.	
EXCISION OR FIXATION BY CUTTING	
Hip joint	225.00
Shoulder, knee joint, semilunar cartilage, elbow, wrist or ankle joint	150.00
Removal of diseased portion of bone, including curettage (alveolar processes excepted)	75.00
EAR, NOSE OR THROAT	
Penetration, one or both sides.....	300.00
Mastoidectomy, one or both sides, simple	150.00
radical	225.00
Tonsillectomy, adenoidectomy, or both.....	45.00
Sinus operation by cutting (puncture of antrum excepted).....	75.00
Submucous resection of nasal septum.....	75.00
Tracheotomy	75.00
Any other cutting operation.....	22.50
EYE	
Operation for detached retina.....	300.00
Cataract, removal of	225.00
Any other cutting operation into the eyeball (through the cornea or sclera) or cutting operation on eye muscles.....	150.00
Removal of eyeball	112.50
Any other cutting operation on eyeball.....	30.00
FRACTURE, Treatment of	
Thigh, vertebra or vertebrae (coccyx excepted).....	112.50
Leg, kneecap, upper arm, ankle (Potts).....	75.00
Lower jaw (alveolar process excepted), collar bone, shoulder blade, forearm, wrist (Colles), skull.....	37.50
Hand, foot	22.50
Fingers or toes, each.....	15.00
Neck	15.00
Rib or ribs, three or more.....	37.50
fewer than three.....	15.00
If compound fracture, maximum amount of payment is 1½ times amount indicated. If open operation, maximum amount of payments is 2 times amount indicated. (Bone grafting or bone splicing considered as open operation; skeletal traction pin is not so considered.)	
GENITO-URINARY TRACT	
Removal of, or cutting into, kidney.....	300.00
Fixation of kidney.....	225.00
Removal of tumors or stones in ureter or bladder by cutting operation	150.00
by endoscopic means.....	52.50
Cystoscopy	37.50
Removal of prostate by open operation.....	225.00
Removal of prostate by endoscopic means.....	150.00
Circumcision	22.50
Varicocele, hydrocele, orchectomy or epididymectomy, single	75.00
bilateral	112.50

Hysterectomy	225.00
Other cutting operations on uterus and its appendages with abdominal approach	150.00
Cervix amputation	75.00
Dilatation and curettage (non-puerperal), cervix cauterization or conization, polypectomy, or any combination of these	37.50
Vaginal plastic, operation of cystocele or rectocele.....	112.50
GOITRE	
Removal of thyroid, subtotal.....	225.00
Removal of adenoma or benign tumor of thyroid.....	150.00
HERNIA	
Single hernia	150.00
More than one hernia.....	187.50
JOINT	
Incision into, tapping excepted.....	37.50
LIGAMENTS AND TENDONS	
Cutting or transplant, single.....	75.00
multiple	112.50
Suturing of tendon, single.....	75.00
PARACENTESIS	
Tapping	22.50
PILONIDAL CYST OR SINUS	
Removal of	75.00
RECTUM	
Hemorrhoidectomy, external	37.50
internal or internal and external.....	75.00
Cutting operation for fissure.....	37.50
Cutting operation for thrombosed hemorrhoids.....	22.50
Cutting operation for fistula-in-ano, single	75.00
multiple	112.50
SKULL	
Cutting into cranial cavity (trephine or drill tap excepted).....	300.00
trephine or drill tap.....	37.50
SPINE OR SPINAL CORD	
Operation for spinal cord tumor.....	300.00
Operation with removal of portion of vertebra or vertebrae (except coccyx, transverse or spinous process).....	225.00
Removal of part or all of coccyx, or of transverse or spinous process	75.00
TUMORS	
Benign or superficial tumors and cysts or abscesses requiring hospital confinement.....	37.50
not requiring hospital confinement.....	15.00
Malignant tumors of face, lip or skin.....	75.00
VARICOSE VEINS	
Injection treatment, complete procedure, one or both legs.....	60.00
Cutting operation, complete procedure, one leg.....	75.00
both legs	112.50

LIMITATIONS

Hospital, surgical and medical benefits are not payable for disabilities due to occupational injuries or due to sickness covered by the Workmen's Compensation Law, or similar legislation.

There are no maternity benefits in this Group Insurance Plan. No provision is made for dental work, and no provision is made for eye glasses or examination for the procurement of glasses.

THE INFORMATION

contained in this article is explanatory of the general terms of the plan; but it is to be specifically understood that the same is subject to the terms and conditions of the group policies issued by the insurance company. Individual certificates will be issued to each insured member outlining the benefits.

Reorganization of Post Office Dept. Is Branded Unfair

Some of the recommendations for a reorganization of the Post Office Department made for the Postmaster General are "unworkable, unfair and impracticable in many respects," the Government Employees' Council of the AFL declared. "Some of the recommendations," said the council, "reach the point of absurdity."

The council, composed of 23 national and international unions, which represent a majority of postal employees, said it appreciated the effort of the Postmaster General to come up with a workable reorganization program, but the plan presented by George Fry and Associates shows "a complete unfamiliarity with the important duties and requirements of the larger number of postal employees, including supervisors, postal transport clerks, post office clerks and letter carriers."

George Fry and Associates, said the council, failed to realize that basically the Post Office Department is a mail handling organization. It based its findings largely upon the operation of the post office in their home city, Chicago, which is not a typical mail installation. The eight investigations failed to contact representatives of the men who actually perform the various functions "and the study reflects a complete lack of functional knowledge of mail operations."

"The proposed pay increases contained in the plan ranges from \$10 a year to the post office clerk and letter carrier in grade three up to an increase of \$5150 for the postmaster in the Chicago post office," the council pointed out.

Further study of reclassification supervised by the Congress is necessary before a reclassification bill should be enacted, it was said. The Congress was also again urged to give immediate and prompt consideration to pay raise legislation for postal employees.

Mountain Lions

Sacramento—A total of 181 mountain lions were bountied by private individuals and California Department of Fish and Game personnel during 1953. This was the largest number taken since 1950, when 227 lions were bountied.

Tulare County led with 21 taken this year. Shasta and Madera counties produced 17 each. In all, 28 counties recorded mountain lion kills during 1953.

From its fish and game preservation fund, the state pays bounties of \$50 for males and \$60 for female lion hides.

9500 Tons of Tuna

Terminal Island—California's commercial fishing fleet delivered 9500 tons of tuna to the canneries during November, according to figures compiled by the marine fisheries branch of the Department of Fish and Game. Deliveries included 5900 tons of skipjack and 3350 tons of yellowfin.

A total of 10,250 tons of tuna was received by the canners in October.

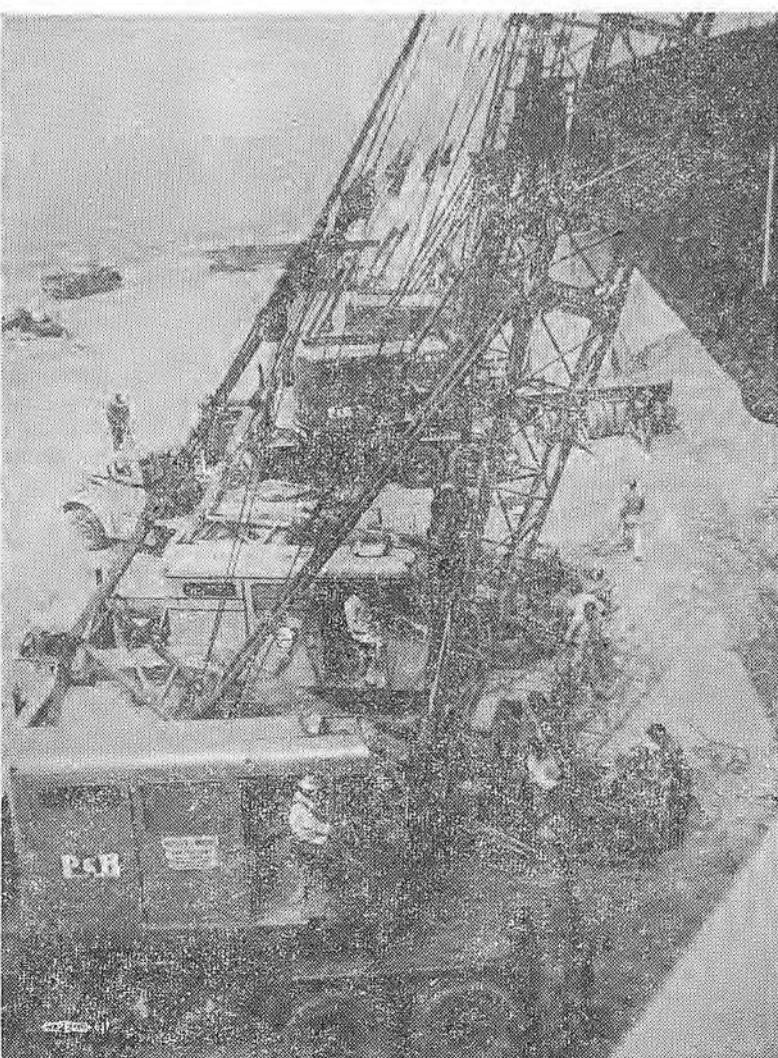
Pacific mackerel fishermen delivered 1900 tons in November, compared with 1200 tons in the previous month. Jack mackerel deliveries, on the other hand, fell from 920 tons in October to 630 tons in November.

November anchovy receipts reached 2350 tons, nearly 50 per cent more than October's 1650 tons.

The wife was trying to get her husband to purchase a new automobile, but he didn't seem to like the idea.

"What?" he roared. "Ma buy a new car? Do you think automobiles grow on trees?"

"Of course not, silly," replied his wife calmly, "everyone knows they come from plants."



THE BIG LIFT—Four spunky little motor cranes handled by Operating Engineers did the impossible recently, in lifting four 128-foot, 125-ton steel girders into position on the Harbor Freeway in Los Angeles. First they took them out of the fabricating plant and put them on trucks, doing the job in three hours instead of the usual five days. The incident marked a new chapter in construction work.

Umpire's Opinion and Decisions in Engineers' Health & Welfare Plan

IMPARTIAL UMPIRE'S OPINION AND DECISIONS
February 25, 1954

IN ARBITRATION PROCEEDINGS BY ORDER OF UNITED STATES DISTRICT COURT, SOUTHERN DIVISION, NORTHERN DISTRICT OF CALIFORNIA, CASE NO. 33006, PURSUANT TO ARTICLE VII OF OPERATING ENGINEERS HEALTH AND WELFARE TRUST FUND FOR NORTHERN CALIFORNIA.

In the Matter of a Controversy Involving OPERATING ENGINEERS HEALTH AND WELFARE TRUST FUND FOR NORTHERN CALIFORNIA.

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BACKGROUND OF ARBITRATION

This arbitration had its genesis in an order issued by the Honorable Oliver J. Carter, Judge of United States District Court, Southern Division, Northern District of California, dated September 16, 1953, in the matter of "Operating Engineers Health and Welfare Trust Fund for Northern California, Case No. 33006." A copy of this order is attached hereto and made a part of this award.

The Trustees of the Fund, parties to this arbitration, serve under the terms of a Trust Agreement by and between the Northern California Chapter and Central California Chapter, The Associated General Contractors of America, Inc., and Operating Engineers, Local Union No. 3 of the International Union of Operating Engineers (Jt. Ex. 2 B). This Agreement is dated July 14, 1953. Under the terms of the Agreement payments by Employers to the Fund commenced as of February 1, 1953. Benefits for eligible employees and eligible dependents were to commence as of May 1, 1953.

The Union appointed Trustees and Employer appointed Trustees had been unable to resolve eighteen issues between them affecting the operation and administration of the Fund. The Trust Agreement between the parties provided for arbitration of such differences; but the parties were unable to agree upon an arbitrator or on the specific issues to be submitted for decision.

Under the terms of Section 302 of the Taft-Hartley Act (29 USC 186, Sub-sec. (c) (5) (B)) the Union Trustees petitioned the United States District Court. The act provides in effect that the Court may grant specific performance to an agreement to arbitrate contained in a Trust Agreement.

In accordance with the terms of the statute and by his order, Judge Carter appointed as Impartial Umpire, Sam Kagel, attorney at law of San Francisco. The order further set forth the issues in dispute between the parties, lettered from Issue A through Issue R, a total of eighteen issues. Additionally, by his order, Judge Carter provided that the Union appointed Trustees and Employer appointed Trustees could each appoint two of their group to sit with the "Impartial Umpire and counsel with him."

This was done, and this group is referred to in this arbitration as Advisers to the Impartial Umpire. The Union appointed Advisers who sat through the hearings and who counseled with the Impartial Umpire

in executive sessions after the conclusion of the hearings were:

Messrs. Victor Swanson
P. E. Vandewark
Harry Metz (alternate)

The Employer appointed Advisers were:

Messrs. Gordon Pollock
William Ames
Harold O. Sjoberg (alternate)

These Advisers were also Trustees of the Fund.

In the hearings the Union appointed Trustees were represented by their attorney, P. H. McCarthy, Jr. The Employer appointed Trustees were represented by Thomas E. Stanton, Jr., of the law firm of Johnson & Stanton. These attorneys continued to counsel with the Impartial Umpire and the Advisers after the conclusion of the formal hearings on the issues submitted for decision.

RECORD IN THE CASE:

The record in this case is voluminous. Formal hearings were held between October 21, 1953 and December 1, 1953. During that period there were 15 separate hearing sessions. The transcript in this case is 1599 pages. The Union Trustees introduced 80 exhibits. The Employer Trustees introduced 75 exhibits. After the hearings were held, the Union Trustees submitted 208 pages of briefs. The Employer Trustees submitted 100 pages of briefs. After the formal hearings 8 meetings were held between the Impartial Umpire and his Advisers.

A word here to the procedure used by the Impartial Umpire in issuing what were called "partial decisions." At the conclusion of the hearings and after the receipt of the briefs from the Union and Employer Trustees, it became apparent to the Impartial Umpire that in the interest of the beneficiaries of the Trust Fund it would be desirable and important to make immediate decisions on some of the issues. With the consent of his Advisers, therefore, the Impartial Umpire made a series of "partial decisions" on certain of the issues in order to get the Fund functioning as rapidly as possible. In making these "partial decisions" the Impartial Umpire reserved the right to make his final decisions at a later date. These final decisions are now set forth herein. This opinion and the decisions on each of the issues stated hereinafter supersede all the "partial decisions" previously issued by the Impartial Umpire.

ROLE OF THE TRUSTEES:

The Trust Agreement and Fund between the parties is a direct result of the collective bargaining

relationship between the Union and the Employers. The Trustees are appointed by the parties who are the signators of the collective bargaining agreement. The Trustees themselves are Union officials and Employers.

To suggest that the Trustees can completely separate their roles as representatives or participants in the arena of collective bargaining from that of Trustees of a Fund may be slightly unrealistic. Nor, as a matter of fact, does it seem essential that these roles be completely separated.

The ordinary Health and Welfare Fund trust expends its corpus almost as fast as it builds it up. It is the type of trust that literally feeds on itself. If income is not sufficient, the Employers may be asked to increase their contributions. But reduced income could also be met by reduced benefits.

The Union appointed Trustees understandably direct their efforts to obtain maximum results for the beneficiaries. The Employer appointed Trustees' approach is in this same direction, tempered by the fact that the finances of the Fund are paid from the Employers' coffers. These motivations of each group of Trustees are normal and legitimate.

The seeming conflict of interests between the Union and Employer Trustees could both, from the short and long point of view, benefit the trust. The beneficiaries of the trust obviously profit from the Union's insistence on maximum results. But the Employers' insistence on a conservative and prudent course of action is to the profit of the beneficiaries too. The amalgamation of these seemingly divergent aims can result in creating and maintaining a well operated solvent fund. And this, in the final analysis, is the most important result for the beneficiaries of the trust.

The joining of these aims and objectives is a continuous task of all the Trustees. Neither group of Trustees must be limited to the role of a "watchdog" over the Fund. The role of both groups of Trustees must be equal in position, authority and participation.

A Union should not only welcome, but insist upon the Employers' active participation in the operation of the Fund, their participation in solving its problems, their assuming responsibility in its results, can only redound to the profit of the beneficiaries of the Trust.

And Employers must assume their full responsibility to carry out the purposes of the Trust. Employers may be legitimately concerned with the monetary consequences to themselves of the Fund. But the Employers' primary concern must, like the Union's, be toward the beneficiaries of the Trust.

Too many Employers have refused, in trusts other than this one, to assume the actual responsibilities of trustees. They have borne the title of trustees. But that's all. The failure to actually participate in the administration and operation of these funds can adversely affect the beneficiaries of such trusts.

In this arbitration, the Union and Employers have been set up as full fledged partners in the administration and operation of the Fund. Not alone by the Impartial Umpire's decisions. But most important, by the actions of the Impartial Umpire's Advisers. These Advisers are Trustees of the Fund too.

On every issue, the Union and Employer Advisers-Trustees were unanimous in their approval and acceptance of the decisions suggested by the Impartial Umpire. On a number of important issues they jointly suggested decisions which, in view of the evidence in the record, the Impartial Umpire willingly accepted and made his own decisions.

The recognition and acceptance of each others' point of view by the Adviser-Trustees in the executive sessions with the Impartial Umpire augers well for the future relationship of the parties to this arbitration. At least in so far as the operation of the Trust Fund is concerned. This result is good for the beneficiaries. And in the final analysis, it is this objective which

is the sole reason for the existence of the Fund.

ISSUE A:

Who should be Chairman of the Board of Trustees?

COMMENT:

The Trust Agreement provides in Article III, Section 2, for a Chairman and Co-chairman. One of these positions shall be filled from the Union Trustees and one from the Employer Trustees.

An examination of the Trust Agreement discloses that for all practical purposes both the Chairman and Co-chairman have similar authority. For example, under Article III, Section 4, of the Agreement, if a Trustee resigns, he does so by notice to the Chairman and Co-chairman. By Section 5 if a Trustee is removed, this is done by notice to the Chairman and Co-chairman.

Article IV provides that amendments, modifications or additions to the plan shall be signed by both the Chairman and Co-chairman. Article V provides that either the Chairman or Co-chairman may call special meetings. Article VI provides that the books, records, etc., of a resigned Trustee shall be turned over to the Chairman or Co-chairman.

It is clear by the form of the Trust Agreement that neither the Chairman or Co-chairman has the deciding vote on anything. It would seem that the Chairman, when present, would preside at the meetings of the Trustees.

It is the opinion of the Impartial Umpire that the Trust Agreement is drawn in such a manner that, for all intents and purposes, the Chairman and Co-chairman are of equal importance. If the Chairman is selected from one group of Trustees, then the Co-chairman will be selected from the other group of Trustees and the positions will be reversed in alternate years.

The Union Trustees nominated one of the Union appointed Trustees as the Chairman of the Fund. The Employer Trustees nominated one of the Employer appointed Trustees as Chairman of the Fund.

The Union Trustees mainly contend that their candidate should be Chairman because most if not all of the beneficiaries are members of the Union and that they, as beneficiaries, should have one of their elected representatives as Chairman. The Employer Trustees contend that the problem of getting Employer cooperation would best be attained if the Chairman of the Fund were an Employer Trustee. The Employer appointed Trustees concede that the Union could play an important role in solving the problem of delinquent payments to the Fund (Employers' Brief, p. 11).

Cooperation from the Employers is something that the Fund has a right to expect regardless of who may be the Chairman of the Board of Trustees. The matter of collecting delinquent payments is a problem to be handled by all the Trustees together with the Administrator. Admittedly the affirmative cooperation of the Union itself will be helpful in solving the delinquency problem.

The nominees of the Union Trustees and Employer Trustees are men of ability and integrity. Both are, in the opinion of the Impartial Umpire, do a constructive and outstanding job.

The choice of Chairman by the Impartial Umpire is made on the basis of the factors noted above and the recognition by the Employer Trustees that Union direction can be of great aid in solving questions concerning delinquent payments which may arise.

DECISION:

Mr. Victor Swanson shall be the Chairman of the Board of Trustees for the period of one year from the date of this award. Mr. Harold O. Sjoberg shall be Co-chairman for this same period of time.

ISSUE B:

Should the administrative office of the Fund be located at 476 Valencia Street, San Francisco, California, and if not, where should it be located?

COMMENT:

In view of the decision of the Impartial Umpire on Issue E, it

is apparent that the administrative office of the Fund should be located at 476 Valencia Street, San Francisco, since the Administrator appointed under Issue E has his offices at that location.

It might be well to comment, however briefly, on Issue B.

The Employer Trustees indicated an objection to the location of the administrative offices at 476 Valencia Street because it was an office in the same building as that of the Union. It was claimed that because of this location it was possible for the Union to dominate the plan. It was also claimed that it was undesirable because it could result in discriminatory treatment for beneficiaries of the Fund who may not be members of the Union.

Specifically it should be noted for the record that 476 Valencia Street, while in the same building as that occupied by the Union, is on the street floor level while the Union offices are upstairs. There is no common entrance used by both the Union and 476 Valencia Street.

If the Board of Trustees function properly, it is the opinion of the Impartial Umpire that neither the Union Trustees nor the Employer Trustees can dominate the Fund. Nor is there any danger of any discrimination of any kind to any person who is not a member of the Union who might find it necessary to visit the Fund's office.

The Impartial Umpire, together with his Advisors and counsel, visited 476 Valencia Street. The office is well laid out. It has ample parking space. It is located to meet the convenience of a large number of the beneficiaries who may reside in San Francisco.

There is no valid reason that the Impartial Umpire can see for not having the office of the Fund at 476 Valencia Street. There is an additional reason than those noted above which favors this location. The Administrator appointed under Issue E has his offices there and by using those offices, under the fee arrangement made with the Administrator, the Fund saves rent that would have to be paid if another location was selected. Such an item could be a substantial expense.

DECISION:

The administrative office of the Fund shall be located at 476 Valencia Street, San Francisco, California.

ISSUE C:

What powers and duties should be lodged in the Administrator employed by the Fund?

DECISION:

1. The Administrator shall perform his duties under the direct supervision of the Board of Trustees; he shall be responsible to the Board of Trustees and shall provide services reasonably satisfactory to the Board of Trustees.

2. Supply personnel required for adequate servicing of the plan, and supervise all office functions.

3. Pay the necessary expenses of the Fund, effecting as much economy as possible. Any check drawn on a Fund account for an amount in excess of \$750 must be signed by one Employer-appointed Trustee and one Union-appointed Trustee.

4. Receive, keep and process accurate accounts of Employer contributions and reports, and report monthly on delinquent Employers to the Board of Trustees and the Union. Supply each Employer monthly with the proper remittance forms for contributions, accompanied by a letter of instructions when necessary regarding the manner in which the forms are to be completed. To send follow-up letter to delinquent Employers.

5. Obtain and maintain a file of employee information cards, giving pertinent employee statistics such as date of birth, number of dependents, beneficiary designation and claim record.

6. Post employee ledger cards regarding hours of work performed each month for contributing Employers.

7. Determine eligibility of claimants pursuant to eligibility rules provided in the insurance policies or established by the Trust Agreement.

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ment or Board of Trustees. Pay all allowable claims by use of the draft book system and pay eligible beneficiaries directly, except in case of life insurance benefits and dismemberment claims.

8. Maintain detail claim data and claim control records as to type of claimant (employee, wife or child), nature of disability, type of claim, duration and amount paid. Furnish to Board of Trustees a summary of this data at least quarterly.

9. Issue certificates for existing and new employees becoming eligible for benefits and secure and maintain employee information cards for those employees, except in such cases as the insurance carrier will issue the original certificates at no cost to the Fund.

10. Provide information and answer questions of beneficiaries and Employers with respect to the insurance benefits provided, both in writing and orally, as requested.

11. Determine annually age and dependency status of eligible employees and report this information to the insurance company and the Board of Trustees.

12. Prepare and submit to the Board of Trustees monthly reports as to the financial condition of the Fund.

13. Use practical uniform forms which are acceptable to and which have been approved by the Board of Trustees.

14. Prepare such studies or reports as the Board of Trustees may request.

15. Provide the Consultant with such data, information and reports as he requests for the purpose of carrying out his duties for the Trustees.

16. On all matters requiring advice or consultation he shall confer with both a representative of the Union Trustees and a representative of the Employer Trustees, such representatives to be the Chairman and Co-chairman, or, if they are not available, then regular members of the Board of Trustees. All communications to the Fund by the Administrator shall be addressed jointly to the Chairman and Co-chairman and copies of such communications shall be sent to each such officer of the Fund.

17. Attend all meetings of the Board of Trustees.

ISSUE D:

On what terms and conditions should such Administrator be employed by the Fund?

DECISION:

1. Term:

The Administration shall be employed from February 1, 1953, to April 30, 1955. His employment may be terminated by the Board of Trustees at any time during that period. If his employment is terminated at any time prior to April 30, 1955, he shall be paid such moneys as are due him up to the date of his employment was terminated.

2. Relationship to Fund:

The Administrator's relationship shall be that of an independent contractor. He shall carry out all the duties and responsibilities set forth in the decision on Issue C. He shall carry out such duties and responsibilities in a workmanlike manner and in a manner reasonably satisfactory to the Board of Trustees.

3. Fee for Services:

Commencing as of February 1, 1953, the Administrator shall receive 40c per month for each employee reported during the month. He shall pay all costs of every kind necessary to carry out the duties and responsibilities of Administrator as set forth in the decision on Issue C, except the following:

The Fund shall pay for all printed material which bears on its face the name of the Fund. The Fund shall pay for all IBM or Remington Rand services required for the proper operation of the Fund. In both the case of printing and the IBM or Remington Rand services, such orders and services shall be approved by the Board of Trustees before the Fund becomes financially responsible for same.

On May 30, 1954, either the Ad-

ministrator or the Board of Trustees may ask for a review concerning the compensation being paid to the Administrator as provided hereinabove for the purpose of determining whether it should be revised upward or downward. This subject, however, may also be reviewed by mutual agreement at any time prior to May 30, 1954, or after that date.

The Administrator shall receive payment of his fee each month as he submits his bill for same. The Administrator and Board of Trustees may make any other arrangements concerning time and form of payment mutually agreeable.

4. Other Conditions of Employment:

If the Administrator is also a broker on the insurance policy or policies purchased by the Fund, his compensation shall be computed as follows:

He shall receive the compensation set forth in paragraph 3. above, less the commissions he may receive as a broker on the insurance policy or policies purchased by the Fund.

If the Administrator receives any additional fees of any kind having a monetary value from the insurance company or companies from whom the Fund has purchased insurance policies and the receipt of such fees, etc., are attributable to these particular policies, even though they do not come out of the premiums or retentions of said policies, then his compensation shall be computed as follows:

He shall receive the compensation set forth in paragraph 3. above, less the commissions he may receive as broker and less the amount of the additional fees, etc., described immediately hereinabove.

There shall be a reconciliation not less than once a year between the Administrator and the Fund relative to the adjustment of compensation, commissions and fees, etc. The Administrator shall submit to the Board of Trustees a verified statement at least once a year setting forth the amount of commissions and fees, if any, received from the insurance carriers from whom the Fund has purchased insurance policies and attributable to such insurance policies.

The Administrator selected shall evidence his acceptance of all the terms and conditions set forth in this decision on Issue D and the acceptance of the duties and responsibilities as stated in the decision on Issue C, in a letter addressed to the Board of Trustees.

ISSUE E:

Should Charles W. Sweeney be employed as such Administrator?

COMMENT:

In the discussion with his Advisers as to selection of an Administrator, the Impartial Umpire made it clear that if the Advisers desired to do so, they could nominate additional persons for this position. On the particular nomination before the Impartial Umpire could be withdrawn. Both these suggestions were rejected by the Advisers. The Impartial Umpire approved of this rejection.

In terms of the duties of the Administrator specifically set forth in this award in the decision on Issue C, it is the opinion of the Impartial Umpire that the nominee suggested to the Impartial Umpire can satisfactorily perform such duties.

DECISION:

Charles W. Sweeney, meaning C. W. Sweeney & Company, shall be employed as Administrator. The duties and responsibilities set forth in Issue C may be performed by any member or qualified representative of such firm.

ISSUE F:

If Charles W. Sweeney should not be employed as such Administrator, what method should be used in selecting an Administrator and should an expert consultant be employed to assist in such selection?

DECISION:

Issue F is decided by the decision on Issue E.

In view of the decision on Issue E, no expert consultant need be employed to assist in the selection of an Administrator.

ISSUE G:

If a consultant should be employed for such purpose, should such consultant be the Martin E. Segal and Company.

DECISION:

In view of the decisions on Issues E and F, Martin E. Segal and Company need not be employed for the purpose of assisting in the selection of an Administrator.

ISSUE H:

Should the Fund employ a consultant to assist in the setting up of an administrative office, review insurance policies, prepare periodic reports concerning the operation of the insurance carrier, and provide other advice and assistance in the administration of the Health and Welfare Plan?

DECISION:

The Fund should employ a Consultant to carry out the functions noted in the above Issue. More specifically, the powers and duties of the Consultant shall be as follows:

1. The Consultant shall perform his duties under the direct supervision of the Board of Trustees and he shall be responsible to the Board of Trustees.

2. He shall assist the Administrator, insofar as the Administrator requests his assistance, in the setting up of the administrative office, as it affects this Fund.

3. He shall work out jointly with the Administrator the forms to be used by this Fund and from time to time he shall review the use of these forms with the Administrator.

4. He shall review and analyze all the final premium rates and policy contracts to be used by the insurance carrier selected by the Board of Trustees for such expert advice and counsel as he determines to give to the Fund.

5. He shall review at least quarterly all aspects of the Fund's operation and submit a written report to the Trustees. Such report shall analyze the following:

- Income and expenses of Fund.
- Relationship between premiums and incurred claims;
- A detailed analysis of benefits paid;
- Functioning of the administrative procedures in the Fund;
- The evaluation of the Fund personnel and its performance (this evaluation shall be made upon an objective basis);
- Any special problems which may arise in the Fund.

6. When requested by the Trustees, he shall prepare special reports and actuarial analysis of matters which are of particular interest to the Trustees.

7. He may propose to the Board of Trustees special reports and actuarial analyses which in the opinion of the Consultant require study and action by the Trustees, and then to make such reports and analyses if authorized by the Board of Trustees.

8. At the end of the first policy year, to prepare a detailed and comprehensive report analyzing claims experience, benefits paid, Employer contributions, insurance costs, dividends and retroactive rate credits, comparison of the original retentions quoted and actual retentions, renewal premium rates and other important aspects of the Welfare program.

9. With reference to the analysis of the insurance company's rates and retention, he shall analyze all reserves and other factors which go into the insurance company's retention to make certain that the insurance company is charging no more than the minimum necessary insofar as retention is concerned.

10. When authorized by the Board of Trustees, he shall participate in any discussion or negotiation that may be necessary with the insurance carrier or carriers either alone or together with the persons designated by the Board of Trustees.

11. He shall assist the Trustees in the preparation of an annual printed report to go to all employees and contributing Employ-

ers reflecting the operation and achievements of the Fund, if the Board of Trustees decides to issue such a report.

12. He shall generally assist the Board of Trustees as requested by them in all matters relating to the operation of the Fund; he shall advise the Administrator on matters of administrative policy when requested by the Administrator or when ordered to do so by the Board of Trustees.

13. He shall inform the Board of Trustees in writing from time to time of the general trends and developments of Welfare Fund programs. The particular object of this duty is to aid the Board of Trustees in future planning as it relates to the Fund's activities and operations.

14. He shall if possible, attend all meetings of the Board of Trustees but in any case he shall attend not less than two-thirds of the meetings held in any one year, but he shall not be required to attend more than 8 meetings per year.

ISSUE I:

If such consultant should be employed, what should be the terms and conditions of such employment?

DECISION:

1. Term:

The Consultant shall be employed as of December 1, 1953 to April 30, 1955. His employment may be terminated by the Board of Trustees at any time during that period, except however, if his employment is terminated at any time between December 1, 1953 and November 30, 1954 by the Board of Trustees he shall receive not less than a full year's fee as provided for hereinafter. If his services are terminated after November 30, 1954, then he shall receive a pro rata of his fee provided for hereinafter, figured up to the time of termination.

2. Relationship to Fund:

The Consultant's relationship to the Fund shall be that of an independent contractor. He shall carry out all the duties and responsibilities set forth in the decision on Issue H. He shall carry out such duties and responsibilities in a workmanlike manner, and in a manner reasonably satisfactory to the Board of Trustees.

3. Fee for Services:

Commencing as of December 1, 1953, the Consultant shall receive the following fee:

If the number of employees insured is less than 3,000 figured on a yearly average, then he shall receive \$3,600 per year. If the number of employees insured is more than 3,000, on a yearly average, then he shall receive \$4,800 per year. He shall pay all costs of every kind necessary to carry out the duties and responsibilities as Consultant as set forth in Issue H.

One-half of the Consultant's annual fee shall be paid immediately. The remainder shall be paid upon the termination of each year's employment.

4. Other Conditions of Employment:

If the Consultant is also a broker on the insurance policy or policies purchased by the Fund, his compensation shall be computed as follows:

He shall receive the compensation set forth in paragraph 3. above, less the commissions he may receive as a broker on the insurance policy or policies purchased by the Fund.

If the Consultant receives any additional fees of any kind having a monetary value from the insurance company or companies from whom the Fund has purchased insurance policies, and the receipt of such fees, etc., are attributable to these particular policies, even though they do not come out of the premiums or retentions of said policies then his compensation shall be computed as follows:

He shall receive the compensation set forth in paragraph 3. above less the commissions he may receive as broker and less the amount of the additional fees, etc., described immediately hereinabove.

There shall be a reconciliation not less than once a year between the Consultant and the Fund relative to the adjustment of compensation, commissions and fees, etc. The Consultant shall submit to the

Board of Trustees a verified statement at least once a year setting forth the amounts of commissions and fees, if any, received from the insurance carriers from whom the Fund has purchased insurance policies and attributable to such insurance policies.

The Consultant selected shall evidence his acceptance of all the terms and conditions set forth in this decision on Issue I and the acceptance of the duties and responsibilities as stated in the decision on Issue H, in a letter addressed to the Board of Trustees.

ISSUE J:

If such consultant should be employed, should the consultant be the Martin E. Segal and Company?

COMMENT:

In the discussion with his Advisers as to the selection of a Consultant, the Impartial Umpire made it clear that if the Advisers desired to do so, they could nominate additional persons for this position. Or the particular nomination before the Umpire could be withdrawn. Both these suggestions were rejected by the Advisers. The Impartial Umpire approved this rejection.

In terms of the duties for the Consultant specifically set forth in this award in the decision on Issue H, it is the opinion of the Impartial Umpire that the nominee suggested to the Impartial Umpire can satisfactorily perform such duties.

DECISION:

Martin E. Segal and Company shall be employed as Consultant. The duties and responsibilities set forth in Issue H may be performed by any member or qualified representative of such firm.

ISSUE K:

If Martin E. Segal and Company should not be employed as such consultant and if an expert consultant should be employed, what method should be used in selecting that expert consultant?

DECISION:

This Issue is decided by the decision on Issue J, and therefore no other method need be used to select a consultant.

ISSUE L:

Must the Board of Trustees maintain the Health and Welfare Plan through policies issued by a licensed insurance carrier or carriers, or may the Board of Trustees maintain the Health and Welfare Plan by means other than such policies?

COMMENT:

The Trust Agreement between the parties provides in part that the Fund may be maintained through "... policies issued by a licensed insurance carrier or by means other than such policies..." It is clear therefore that so far as the Trust Agreement is concerned the Fund may be maintained "by means" other than policies issued by a licensed insurance carrier or carriers.

A question has been raised as to whether the Fund may pay out benefits in accordance with the terms of the collective bargaining agreement and the Trust Agreement unless such benefits are paid through an insurance policy; that to do so would be in violation of the law as it now stands.

Both the Employer Trustees and the Union Trustees presented this issue to the Impartial Umpire on the basis of the law as they now believe it to apply. Reviewing the law cases and the argument as presented by each of the groups of Trustees, it is the opinion of the Impartial Umpire as of this date that the Board of Trustees is not prohibited from maintaining the Fund through means other than policies issued by a licensed insurance carrier or carriers.

DECISION:

The Board of Trustees can maintain the Health and Welfare Plan through policies issued by a licensed insurance carrier or carriers, but they may also maintain the Health and Welfare Plan by means other than such policies.

ISSUE M:

If the Board of Trustees may legally maintain the Health and Welfare Plan by means other than policies issued by a licensed

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insurance carrier or carriers, should it nevertheless exercise its discretion to maintain the Plan through insurance policies?

COMMENT:

The Board of Trustees may legally maintain the Health and Welfare Plan by means other than policies issued by a licensed insurance carrier or carriers. (See Issue L.)

As of this date, however, both the Employer Trustees and the Union Trustees have stated that it is their choice to maintain the Plan through insurance policies. The Impartial Judge adopts the unanimous choice of the Trustees.

DECISION:

In the exercise of the Trustees' discretion, adopted by the Impartial Umpire, the Health and Welfare Plan shall at present be maintained through insurance policies. The Board of Trustees at such time as it determines may in its discretion maintain the Health and Welfare Plan by means other than through insurance policies.

ISSUE N:

If the Board of Trustees should maintain the Health and Welfare Plan through policies of insurance

(a) Should the offer of the New York Life Insurance Company be accepted unless a better offer is obtained, within a reasonable period of time, and what is a reasonable time? or

(b) Should sealed bids be obtained from a representative group of insurance carriers with regard to the revised schedule of benefits, Schedule A to the Trust Agreement, using the form of specification letter prepared by Martin E. Segal in consultation with Charles W. Sweeney within a reasonable period of time and what is a reasonable period of time?

COMMENT:

As a result of the hearings held before the Impartial Umpire, it was his opinion that any decision rendered upon Issues N (a) and (b) as stated hereinabove would not solve the problems contained in those issues. Therefore, on December 28, 1953, with the consent of his Advisers, the Impartial Umpire issued an award in which the Trustees were asked to agree to a restatement of Issue N. The Trustees accepted this suggestion. Then, by a stipulation and order signed by Honorable Oliver J. Carter, Judge of the United States District Court, Southern Division, Northern District of California, on January 22, 1954, Issue N was revised to read as follows and this is the issue that was decided by this award:

"ISSUE N: That sealed bids be obtained from a representative group of insurance carriers, and the insurance carrier shall be selected by the Impartial Umpire acting with his advisers who in turn, on this matter, shall act on behalf of and as a subcommittee of the Trustees of the Fund. The basis for selecting the carrier shall be the results of the bids, plus such other considerations as may be entitled to weight." A copy of this order is attached hereto.

In accordance with the terms of revised Issue N, the Impartial Umpire with his Advisers drafted a specification letter. This specification letter is attached hereto and by incorporation made a part of this award.

The specification letter was sent to the following companies:

Aetna Life Insurance Company, Hartford, Conn.; New York Life Insurance Company, New York, N.Y.; Occidental Life Insurance Company of California; Connecticut General Life Insurance Company; The Equitable Life Assurance Society of United States, New York; Bankers Life Company of Des Moines, Iowa; Metropolitan Life Insurance Company, San Francisco, California; John Hancock Mutual Life Insurance Company, Boston, Mass.; Prudential Insurance Company of America; Travelers Insurance Company of

Insurance Company, and Lincoln National Life Insurance Company.

This specification letter set forth by mutual agreement of the Advisers and the Impartial Umpire precisely the matters that they desired bids upon, and the terms and conditions under which they would consider the purchase of an insurance policy. A reasonable time was given to these companies by which to reply. The insurance companies were instructed to send these bids and copies thereof to the Advisers and to the Impartial Umpire. The following companies submitted bids for consideration:

Bankers Life Company of Des Moines, Iowa; John Hancock Mutual Life Insurance Company, Boston, Mass.; Occidental Life Insurance Company of California; Aetna Life Insurance Company of Hartford, Conn.; New York Life Insurance Company, New York, N. Y.; Travelers Insurance Company of Hartford, Conn.; Metropolitan Life Insurance Company, San Francisco, California, and The Equitable Life Assurance Society of United States, New York.

The Union Labor Life Insurance Company and the Prudential Insurance Company of America indicated by letter that they appreciated the opportunity to bid, but determined that they did not desire to bid. Upon the instruction of the Impartial Umpire these bids were analyzed.

A meeting was held at which there were present the Impartial Umpire, his Advisers, the Administrator and a representative of the office of the Consultant. At this meeting the bids were thoroughly analyzed and discussed. The analysis of the bids was in terms of the total cost of the insurance to the Fund; cost per employee; retention figures; and whether the bids covered the benefits for employees and their dependents, as provided for in the Health and Welfare Plan.

After a very thorough analysis, it was determined that in accordance with the specification letter, dated January 11, 1954, the bid made by the New York Life Insurance Company, dated January 22, 1954, was the bid which corresponded most closely to the specification letter, and which represented the best and most prudent purchase of an insurance policy for the Fund. This was the unanimous agreement of the Advisers. The Impartial Umpire agreed with these conclusions.

DECISION:

The bid submitted on January 22, 1954, by the New York Life Insurance Company, in accordance with the specification letter dated January 11, 1954, shall be accepted by the Fund, and an insurance policy corresponding to such bid shall be purchased by the Fund.

ISSUE O:

Is it or is it not the duty of the Board of Trustees to determine any and all questions as to the eligibility of any person for benefits?

COMMENT:

Article VIII, Section 2, of the Trust Agreement reads in part as follows:

"Any dispute as to eligibility . . . shall be resolved by the Board of Trustees . . ."

The language of the Trust Agreement as noted above is clear as to this duty of the Board of Trustees. In the briefs submitted by the Employer Trustees and the Union Trustees they agreed that no dispute is now apparent, so far as this issue is concerned.

DECISION:

It is the duty of the Board of Trustees to determine any and all questions as to the eligibility of any person for benefits.

ISSUE P:

Should the Board of Trustees employ an attorney or attorneys to pass on the legality of claims such as the claim of Gladys Penner?

COMMENT:

The Board of Trustees has the power and authority to employ an attorney or attorneys to pass on the legality of claims if they believe that they need legal counsel

claim of Gladys Penner became an issue between the parties apparently because the Union Trustees desired to pay the claim of Gladys Penner prior to the obtaining of an insurance policy. The Employer Trustees took the position that a direct payment to Gladys Penner of her claim would constitute a transaction of insurance in violation of the Insurance Code and that therefore a legal question was involved in such a payment (Employer Trustees Brief, p. 67).

This question raised by the Employer Trustees is determined by the award of the Impartial Umpire on the subject matter dealt with in Issue L.

DECISION:

The Board of Trustees has the power and authority to employ an attorney or attorneys to pass on the legality of claims, such as the claim of Gladys Penner, but shall not do so in this case in view of the Impartial Umpire's decision on Issue L.

ISSUE Q:

If the Board of Trustees should employ attorneys, should they be attorneys who represent either the Employer or the Union?

COMMENT:

No valid reasons were advanced that attorneys who represent or represented either the Employer or the Union in collective bargaining or otherwise should not also be employed by the Board of Trustees, if the Board determines to employ them.

DECISION:

The Board of Trustees, when employing attorneys, may select attorneys who represent or represented either the Employer or the Union.

ISSUE R:

If the Board of Trustees should employ attorneys, what should be the terms and conditions of such employment?

COMMENT:

As a general rule, the Board of Trustees should employ attorneys as the Board determines it needs legal advice. Under the terms of the Trust Agreement, Article IV, Section 1 (d), the Board has the power to employ such legal personnel as may be necessary in connection with the administration of the Health and Welfare Plan.

As a general rule, too, a Trustee is entitled to have legal counsel if he believes it essential to carry out his duties and responsibilities. Supplying such services within reasonable limits is a proper charge against the Fund.

It is the opinion of the Impartial Umpire that legal problems presently exist and will arise from time to time which require legal counsel. For example, the problem of developing a reciprocity agreement with the so-called "Independent Fund" or even an amalgamation with such Fund is an immediate problem, and requires legal counsel.

Under Article V, Section 3, of the Trust Agreement, a quorum at any regular or special meeting of the Board of Trustees consists of at least three Employer appointed Trustees and three Union appointed Trustees. The Agreement provides that matters coming before the Board shall be decided by a majority vote of the Trustees present and eligible to vote. The Agreement does not provide for a unit rule of voting insofar as Employer Trustees and Union Trustees are concerned.

These conditions in the Trust Agreement are pointed out because it is the belief of the Impartial Umpire that any group of not less than three Trustees should have the right to have legal counsel if such group desires such counsel to aid the Board in carrying out its duties and responsibilities in the administration of the Health and Welfare Plan.

DECISION:

(a) The Board of Trustees should employ an attorney or attorneys as it determines, and the terms and conditions of such employment shall be mutually agreed upon between the Board of Trustees and the attorney or attorneys so employed.

(b) The Board of Trustees shall employ legal counsel to advise

of Trustees of not less than three make a written request upon the Board of Trustees for the employment of such legal counsel. In their request, such a group of Trustees may name the counsel whom they desire to have employed, and such counsel shall be employed by the Board of Trustees and paid from the Fund in accordance with the following terms and conditions:

Such employment shall be on a per diem basis of \$150 per day, and such employment shall be for not more than any two days within any calendar month.

However, the Board of Trustees may employ such counsel for more than said two days within any calendar month. In such instance the Board of Trustees shall make its arrangements as to length of employment and fees directly with such counsel.

The duties of counsel employed under either paragraph (a) or (b) shall be as determined by the Board of Trustees. Generally such counsel shall advise with the Board of Trustees on matters having to do with the administration and operation of the Fund and the Welfare Plan. Such counsel shall attend the regular monthly meeting of the Board of Trustees, unless the Board of Trustees unanimously directs otherwise.

SIGNATORS TO DECISION:

Only the signature of the Impartial Umpire is required to make the decision in this arbitration final and binding upon the parties.

The Umpire invited his Advisers to sign this award. Such act would evidence the cooperation displayed by the Union and Employers in aiding the Umpire to arrive at the decisions in this case. Their signatures do not necessarily include concurrence with any of the "comments" made by the Umpire; but only agreement with those portions of this award labeled on each issue as the "Decision."

SAM KAGEL
 Impartial Umpire.

San Francisco, Calif.
 February 25, 1954.

Advisers:

GORDON POLLOCK
W. F. AMES, JR.
VICTOR S. SWANSON
P. E. VANDEWARK

ORDER APPOINTING IMPARTIAL UMPIRE AND DEFINING ISSUES IN DISPUTE

P. H. McCarthy, Jr.
 Attorney at Law
 518 Balboa Building
 San Francisco, California
 Douglas 2-0726

ORIGINAL FILED SEP 16, 1953
 Clerk, U.S. Dist Court
 San Francisco

UNITED STATES DISTRICT COURT
 SOUTHERN DIVISION
 NORTHERN DISTRICT OF CALIFORNIA

In the Matter of
 OPERATING ENGINEERS
 HEALTH AND WELFARE
 TRUST FUND for
 NORTHERN CALIFORNIA

No. 33006

The petition and cross-petition in the above entitled matter coming on regularly to be heard the 1st day of September, 1953, and all parties appearing by counsel, P. H. McCarthy, Jr., Esq., for the Petitioners and Johnson and Stanton by Thomas E. Stanton, Jr., Esq., for cross-petitioners and the matter having been heard and considered by the court, the court finds:

1. That a deadlock in the administration of Operating Engineers Health and Welfare Trust Fund for Northern California within the meaning of 29 U.S.C. 186, sub-section (c) (5) (B) exists:

2. That no neutral person or persons is or are empowered to break the deadlock.

3. That the Union appointed Trustees and Employer appointed Trustees have failed to agree within a reasonable length of time on an impartial umpire.

4. That an impartial umpire should be appointed by this court to decide such dispute.

5. The following matters are in dispute:

A. Who should be Chairman of

B. Should the Administrative Office of the Fund be located at 476 Valencia Street, San Francisco, California and if not, where should be it be located?

C. What powers and duties should be lodged in the Administrator employed by the Fund?

D. On what terms and conditions should such Administrator be employed by the Fund?

E. Should Charles W. Sweeney be employed as such Administrator?

F. If Charles W. Sweeney should not be employed as such Administrator, what method should be used in selecting an Administrator and should an expert consultant be employed to assist in such selection?

G. If a consultant should be employed for such purpose, should such consultant be the Martin E. Segal and Company?

H. Should the Fund employ a consultant to assist in the setting up of an administrative office, review insurance policies, prepare periodic reports concerning the operation of the insurance carrier, and provide other advice and assistance in the administration of the Health and Welfare Plan?

I. If such consultant should be employed, what should be the terms and conditions of such employment?

J. If such consultant should be employed, should the consultant be the Martin E. Segal and Company?

K. If Martin E. Segal and Company should not be employed as such consultant and if an expert consultant should be employed, what method should be used in selecting that expert consultant?

L. Must the Board of Trustees maintain the Health and Welfare Plan through policies issued by a licensed insurance carrier or carriers, or may the Board of Trustees maintain the Health and Welfare Plan by means other than such policies?

M. If the Board of Trustees may legally maintain the Health and Welfare Plan by means other than policies issued by a licensed insurance carrier or carriers, should it nevertheless exercise its discretion to maintain the Plan through insurance policies?

N. If the Board of Trustees should maintain the Health and Welfare Plan through policies of insurance

(a) should the offer of the New York Life Insurance Company be accepted unless a better offer is obtained, within a reasonable period of time, and what is a reasonable time? or

(b) should sealed bids be obtained from a representative group of insurance carriers with regard to the revised schedule of benefits, Schedule A to the Trust Agreement, using the form of specification letter prepared by Martin E. Segal in consultation with Charles W. Sweeney within a reasonable period of time and what is a reasonable period of time?

O. If the Board of Trustees should employ attorneys, should they be attorneys who represent either the Employer or the Union?

R. If the Board of Trustees should employ attorneys, what should be the terms and conditions of such employment?

6. Two of the Employer appointed Trustees and two of the Union appointed Trustees, in accordance with the wishes of the parties, may be designated by their respective groups to sit with the Impartial Umpire and counsel with him.

IT IS, THEREFORE, HEREBY ORDERED, ADJUDGED AND DECREED that SAM KAGEL, ESQUIRE, be and he is hereby, by (Continued on Next Page)

Umpire's Decisions and Opinion on Health Plan

(Continued from Preceding Page) this Court, appointed Impartial Umpire to decide the disputes set forth in Finding 5, Paragraph A through R.

AND, IT IS FURTHER ORDERED, that two of the Employer appointed Trustees and two of the Union appointed Trustees may be designated by their respective groups to sit with the Impartial Umpire and counsel with him. Dated this 16 day of September, 1953.

OLIVER J. CARTER
Judge, U. S. Dist. Court.
Approved for Form:
P. H. McCARTHY, JR.
Attorney for Petitioner.
JOHNSON & STANTON
Thomas E. Stanton, Jr.
Attorney for Cross-Petitioner.

STIPULATION AND ORDER FOR MODIFICATION OF ORDER APPOINTING IMPARTIAL UMPIRE AND DEFINING ISSUES IN DISPUTE NUNC PRO TUNC.

P. H. McCarthy, Jr.
Attorney at Law
518 Balboa Building
593 Market Street
San Francisco 5, California
DOuglas 2-0726

ORIGINAL FILED JAN. 22, 1954
Clerk, U. S. Dist. Court
San Francisco
UNITED STATES DISTRICT COURT
SOUTHERN DIVISION
NORTHERN DISTRICT OF CALIFORNIA

In the Matter of
OPERATING ENGINEERS
HEALTH AND WELFARE
TRUST FUND for
NORTHERN CALIFORNIA

No. 33006

WHEREAS, the above entitled court did in the above entitled matter on the 16th day of September 1953, make and enter its "Order Appointing Impartial Umpire and Defining Issues in Dispute," and

WHEREAS, said order, among other things, contained the following provision:

"N. If the Board of Trustees should maintain the Health and Welfare Plan through policies of insurance (a) should the offer of the New York Life Insurance Company be accepted unless a better offer is obtained, within a reasonable period of time, and what is a reasonable time? or (b) should sealed bids be obtained from a representative group of insurance carriers with regard to the revised schedule of benefits, Schedule A to the Trust Agreement, using the form of specification letter prepared by Martin E. Segal in consultation with Charles W. Sweeney within a reasonable period of time and what is a reasonable period of time?"

and WHEREAS, the hearings before the Impartial Umpire developed facts which, in the opinion of the Impartial Umpire and his Advisers, require a modification of that portion of the order hereinabove set out for the best interest of the Trust, the Trustees and Beneficiaries, and

WHEREAS, the Trustees, Employer appointed and Union appointed, have agreed unanimously with said Impartial Umpire and his Advisers, and

WHEREAS, the Impartial Umpire, his Advisers and the Trustees are of the opinion that the provision of the said order hereinabove quoted should be stricken and that there be inserted in its place and stead nunc pro tunc the following:

"N. That sealed bids be obtained from a representative group of insurance carriers, and the insurance carrier shall be selected by the Impartial Umpire acting with his advisers who in turn, on this matter, shall act on behalf of and as a subcommittee of the Trustees of the Fund. The basis for selecting the carrier shall be the results of the bids,

plus such other consideration as may be entitled to weight."

NOW, THEREFORE, it is hereby stipulated subject to the approval of the above entitled court that the following:

"N. If the Board of Trustees should maintain the Health and Welfare Plan through policies of insurance

(a) should the offer of the New York Life Insurance Company be accepted unless a better offer is obtained, within a reasonable period of time, and what is a reasonable time?, or

(b) should sealed bids be obtained from a representative group of insurance carriers with regard to the revised schedule of benefits, Schedule A to the Trust Agreement, using the form of specification letter prepared by Martin E. Segal in consultation with Charles W. Sweeney within a reasonable period of time and what is a reasonable period of time."

be stricken from the "Order Appointing Impartial Umpire and Defining Issues in Dispute" of September 16, 1953, and that the following:

"N. That sealed bids be obtained from a representative group of insurance carriers, and the insurance carrier shall be selected by the Impartial Umpire acting with his advisers who in turn, on this matter, shall act on behalf of and as a subcommittee of the Trustees of the Fund. The basis for selecting the carrier shall be the results of the bids, plus such other consideration as may be entitled to weight."

be inserted in its place and stead nunc pro tunc.

P. H. McCARTHY, JR.
Attorney for the Union
Appointed Trustees
JOHNSON & STANTON
By
Thomas E. Stanton, Jr.
Attorneys for the Employer
Appointed Trustees

DATED: This 19th day of January, 1954.

So ordered:

OLIVER J. CARTER
U. S. District Judge.

DATED: This 22nd day of January, 1954.



DEAD MAN'S LAKE near Twenty-Nine Palms was the site of this neat trenching job done by Operating Engineers with a 31 Parson Trenching Machine, Operator, Bob Burns. It's a good study in perspective and straight lines. ★ ★ ★

CANCER: Most Curable of Major Diseases

The reason for the tragic difference between the curability of Of the major causes of death, cancer is among the most curable. A few instances of the ability to cure and actual cures of cancer, according to the records compiled by the American Cancer Society, follow:

If properly and promptly treated, 75 per cent of breast cancers are curable—but only 35 per cent are being cured; 75 per cent of cases of cancer of the larynx are curable—only 15 per cent are being cured; 70 per cent of cases of cancer of the uterus are curable, only 30 per cent are being cured. different types of cancer and actual cures achieved is not lack of professional and technical ability, but the delay between the appearance of cancer's signs and the start of adequate treatment.

The American Cancer Society points out that the average patient with cancer of the larynx delays three and one-half months after he becomes hoarse before seeking a doctor's help. Men with cancer of the bladder wait on an average five months after the appearance of blood in the urine before seeking professional opinion. Similar delays occur in all other forms of cancer, including delays up to 13 months in cases of cancer of the skin.

DODGE THAT BOOT—REGISTER NOW



Stockton Reports Cherry Valley Job to Start Soon

By ED DORAN, WALTER TALBOT, M. W. GRIFFING and C. L. CASEBOLT, Business Representatives

There is one job that is tougher for your business representatives than writing news for this paper—and that is finding the jobs that make the news. Things have been slow this winter and the over-all picture looks like not too much opening up until April.

Everyone seems to be asking about Cherry Valley, so we shall report first on that. Atkinson's job on this project is not yet doing much but we look for them to get started rolling next month. Cherry River Constructors have completed their contract and moved out... so keep checking with us on Cherry Valley.

C. V. Kenworthy was the successful bidder at \$154,000 for a 2 1/2 mile road job in Amador County that should be under way by the time this goes to press.

Joe Ruddy is finishing up the Waterford Canal. He has work under way at Gustine and Merced and he has the Waterford Road to pave next.

Bids have been called for on a frontage road at Turlock. It is a small job but will help out.

Standard Materials have slowed down to a walk. This is not so good, as they usually keep 30 or 40 engineers busy the year around.

Tracy Rock and Gravel is in production again after overhauling their 38B Dragline. Bro. Ivan (Hap) Arbutnot has operated this machine for over 8,000 hours with only minor adjustments. During that period, Hap moved over 4,000,000 tons of material—which is quite a record for any single operator—machine combination.

D. A. Parrish & Sons have picked up enough sewer and trench work for them to put a trencher machine operator and a boom cat to work.

S. M. McGaw keeps the same crew working in and around Stockton. They have added a rock crusher to their operation, however. This is a small portable type crushing plant which is working out the tailings from previous gold dredging operations near Bellota.

Stolte-Stephens Co. job at Clements is back in operation with Cantor & Coull doing the bridge work and Stewart and Squires the dirt moving with Bro. Ray Austin in charge.

Clyde Wood Company's job at Jackson is going along as per schedule with Bro. Pat Linn on the 80D with Harry Dowle oiling. Brothers Buck Howard and Dave Hanny on the cats. Ray Weesner on compressors, Kenneth Anderson, the grease monkey; Victor Wright, mechanizing, and Harry Schuetze, foreman.

Joe Meyers, who is subbing the dirt on the Clyde Wood job has a good-sized crew working also, with Brothers Bill Herman, Joe Bartley, Frank Mozzetti, Frank Genoni on the cats; Dell Lathim and Bob Van DePol on the DW 20's; Claude Searcy, checking grade; R. J. Martineau, on the blade; Fred Kreth doing the greasing; Vincent Cowell and Frank Perry as mechanics and Ronald Klarer, shifting.

The Rothchild-Raffin and Wierick job at Lone is under way making additions to the Preston School of Industry. Joe Vicini out of Placerville has four cats on the job preparing building sites which amount to about 20 thousand yards.

Golden Gate Builders have Bro. Floyd Ashlock on the Ford smoothing up around the housing project.

Marvin Haynie is at the controls of his Northwest on the Condict job with Brother Hiram Huff oiling. Bro. Ronnie Young is dozing with Marv's cat on the same job.

Gordon Capps keeps his regular crew about as busy as anyone can. Working now on the Nomellini sewer job at the Deuel Vocational School with two LeTourneau roadsters and two cats on the job with Bro. Bill Murphy supervising.

M.J.B. Construction Company's job at Ripon is finished with the subgrade and is now marking time to get the concrete work started—which will probably be around the first of April.

Will take this opportunity to welcome the new welding com-

pany that now boasts of a Local 3 shop—doing business under the name of Stockton Engineering and Equipment Company, formerly Farham & Scott.

We have been successful in our negotiations with the Calaveras Cement Company regarding the full premium payment of Health and Welfare for the employees and their dependents. At our regular monthly meeting with the Calaveras members on March 4th, we were honored with the presence of three representatives of the CPS, Messrs. Ralph Appel, Joe Sher and Larry Beagini, who gave out with some very interesting highlights about health and welfare insurance.

From the latest news out of North Africa, we hear that Bro. Blackie Forrest has made the decision that puts all men to work—he decided to get married. The big event took place at Valencia, Spain. We note that Blackie and Bro. Al Niblock are both taking lessons in Spanish. We wish these brothers and their wives the best of every thing.

Members visiting the Stockton office will find Bro. Ken Cooper holding down the fort in the front office. Bro. Ken will be glad to do anything he can for you.

We have a check in this office for Bro. Lydell F. Jones from Utah Const. Co. under date of July 24, 1952. Any brother knowing the whereabouts of Bro. Jones, please contact this office.

BLOOD NEEDED

Brothers: We are in desperate need of blood. Please, if you can donate a pint of blood won't you contact this office and we will make the necessary arrangements for you at the Red Cross Blood Center. ★ ★ ★

INCOME DECLINES

Washington (LNS)—The nation's annual rate of personal income dropped \$1 billion between November and December the Commerce Department reported Wednesday. ★ ★ ★

Two girls were discussing their problems. One said: "You should not be discouraged. In this world there is a man for every girl, and a girl for every man. You can't improve on an arrangement like that!"

Reported the other. "I don't want to improve on it. I just want to get in on it!"

A slip that appeared recently on the sports page of a Daytona Beach, Fla., newspaper has been nominated as "the most believable golf story of the year." It read in part: "At this point the gallery deserted the defending champion to watch Miss Blank, whose shorts were dropping on the green with astonishing regularity."

The conductor was perplexed. "Who on earth," he muttered, "would want to steal a Pullman ladder?"

Just then the curtain parted and a little old lady poked her head through cautiously.

"Conductor," she whispered, "you may use mine if you like. I won't be needing it till morning."



Spring Is About to Sprung Marysville Muscles Stretch

By LES COLLETT and C. R. VAN WINKLE, Business Representatives

Spring is just around the corner and the past week has seen quite a few men clearing out of this office for that payroll that is so badly needed. H. Earl Parker Co. was the successful bidder on the big levee on the west bank of the Feather River above Gridley, and started to work this week. The following brothers are on the job: Ernie Mayfield and

Herman Kiel are the shifters; L. E. Watkins, Bill Blair, Dick Bell, Carl Stine, Geo. McCollum on cats; T. M. Boze, Roy Ellis, setting stakes and Bro. Charley Black, chief of the survey party. More men will go on this job soon. According to Mr. Parker, the seven sites job on the Sacramento River is about a month away, yet. Rice Bros. Inc. have very little construction work in this district, however Doc and Louie say they intend to bid on some in the near future. The Gravel Plants are running fairly steady for this time of year.

Richter Bros. or Oroville have a crew on the crusher at Dry Creek, stock piling material against the day they can start on the road job at the Oroville Wye. The L. Cedric Macabee Co. have several members of the Union on survey work in Yuba County for an irrigation district, Archie Till is bidding jobs, but states he can't get low enough to hit one. Harold Shaver does a little landleveling as fast as the ground gets dry enough. C. W. Lloyd has his blade working most of the time, Silco Co. has had a small amount of work at Beale Air Force Base, Burgess Paint Co. has one of our members on the Meridian Bridge. The Hallwood Sand & Gravel activities have been slow the past month, Shell-maker, Inc., finished their job on the Western Canal, but there is more work to come up of that nature. Kaiser Sand & Gravel keeps busy and are putting a new boiler on one of his locomotive cranes. New York Machine Shop keeps on a steady pace. T. E. Connolly finished their work on the test tunnels on the Oroville Dam site. Monte Brown had to send a crew over to the Greenville Wye on a rock slide.

There is a road job to be let on March 17th, between Willows and Fruto. California Building Wrecking Co. was awarded a \$1620.00 contract to demolish a school building in Gridley.

A small apartment job in Yuba City went to Chaffin Home Service for \$22,000.00. Gavel & Flanders were low bidders on a School addition at Oroville Elementary School for \$49,300.00.

Guess we will sign off as that is all the news for now.

—LES COLLETT.

INDUSTRIAL REPORT

NATOMAS COMPANY

Notice of change in meeting date and place. You are hereby notified that until further notice, the place of meeting has been changed to the Veterans' Hall (the old Folsom Gun Club), which lies east of the Citizens' Cemetery, and the date of the meetings has been changed from the first Tuesday to the first Monday. Therefore, please take note, the next meeting of your unit will be held Monday, April 5th, 1954, in the Veterans' Hall, Folsom, Calif. The meetings will be called to order at the following times: 10:00 a.m. for those working the swing or grave yard shift, 7:30 p.m. for those working the day or grave yard shift.

It is hoped that every member employed by the Natomas Company realizes the importance of attending these meetings. By the time the next meeting rolls around we will have been meeting with the company on next year's agreement. By that time we will, at least, be able to make a preliminary report, and you owe it to yourself to keep informed of the progress of the negotiations. The only way to keep informed is to attend the meetings. That way you receive the first hand information, you don't have to depend on rumor, which is often unreliable, and you are able to participate in any discussions or decisions.

For the greater convenience of

the membership, and also the representative, the representative will be in the Veterans' Hall each Wednesday afternoon, except the first Wednesday after the first Monday (meeting day), from 1:30 p.m. to 4:30 p.m. Here you will be able to contact the representative without phoning or writing Marysville, and he, if he has business with any individual member, will let the member know by post card, and request the member to meet him there. No more trying to find individuals out in the field and find it is their day off or they are on another shift.

GLADDING, McBEAN CO.

The big source of conversation is, of course, when is the plant going to start back into production. At this writing it appears that the lay offs have reached the end, and the trend has possibly been reversed. A few men have actually been called back, and the necessity of further lay offs has been stopped due to the fact that quite a few of the brothers have voluntarily taken their vacation at this time. During this trying period many of the brothers have had problems involving seniority, unemployment insurance, (this has been an especially difficult problem), industrial accident insurance, or other employment problems. If you do, you are urged to contact one of your representatives, he is there to serve you, and he, if he can, will be glad to help.

In case you have forgotten, your attention is drawn to the fact that your office at 668 Fifth St. Lincoln, is open each Monday and Friday between the hours of 12:00 noon and 1:00 p.m.; and 3:00 p.m. and 5:30 p.m., and one of your representatives will be there each one of these days. Your representatives will also be glad to meet you any other day by appointment.

MEETING ANNOUNCEMENTS

The next meetings of your unit will be held as follows: Joint Board of the Lincoln Industrial Council, Tuesday, April 6, 1954, at 4:15 p.m. in the Lincoln Industrial Council office. General Membership meeting: Tuesday, April 13, 1954, at 4:15 p.m. in the City Hall, Lincoln. You are urged to be present at the general membership meeting as these meetings are of great importance.

YUBA CONSOLIDATED GOLD FIELDS

Here is the announcement of the next meetings of your unit. They will be held, Tuesday, April 13, 1954, in the Engineers Hall, 1010 "I" St., Marysville, at the following times: 10:00 a.m. for the night workers, 7:30 p.m. for the day workers. As the coming meetings are of great importance to the membership, due to the coming negotiations with the Company, everyone is urged to be in attendance. Again we point out to you, even at the danger of seeming repetitious, that it is at the meetings that authentic reports of the activities of your Union are made, and it is here that, of necessity, decisions are made.

One little matter that has come to our attention during the past month, that we feel perhaps should be touched upon. And that question is the payment of the disability insurance. While weekly benefits are provided for disabilities, payments are allowed for disabilities under one week, however, the disability week is divided into seven days, and, for instance, if you are sick, say twelve days at home, you would be entitled to five sevenths of the weekly benefits, not the full weekly benefit.

PERSONAL NOTES

Bro. Aniceto Seriva, formerly of Gladding, McBean, who has been permanently disabled has, his

Loss of Sardines May Be Permanent

By RICHARD S. CROCKER, Chief, Marine Fisheries Branch, Department of Fish and Game

Gone, perhaps forever, from the Bay of Monterey are the midnight lights of the fishing fleet. No longer do the proud white seiners pass under the Golden Gate Bridge, decks awash and holds crammed with sardines. Instead of estimating the thousands of tons in each daily catch, waterfront San Pedro counts the days between catches.

Missing from the Nation's store shelves are the millions of cans of sardines. Oil for paint and vitamin-rich protein meal for cattle and poultry are gone.

Whether one thinks of the romantic sound of mighty diesels carried on the sea breezes or more prosaically of the hard silver dollars—millions of them every year—that the little silvery fish produced, one must free the sad fact that a great and picturesque fishery has died before our eyes. Thousands have lost their livelihood with the vanishing sardine which is now too scarce even to provide bait for anglers.

What has caused this catastrophe? Could it have been prevented, Will the sardines return, and can we help them?

The answers to these questions are complex but we have them.

The causes of scarcity can be summarized as too much fishing and not enough reproduction. . . .

It can be stated without fear of contradiction that had landings been limited to 300,000 tons a year in the early 1940's, there would be no sardine crisis now. Had a limit of 200,000 tons a year been established as late as 1947, there would not be 75 idle processing plants rusting away nor over a 100 purse seine boats for sale at any price. But no one could believe that the ugly word "over-fishing" was the cause and no one wanted any regulation or restriction of their "right" to fish. . . .

IS IT TOO LATE?

Something drastic must be done, and soon. It may be too late but we must try. An advisory committee established late in 1951 and composed of the leaders of the industry, sportsmen's groups, Legislature and department labored long and earnestly to develop a conservation plan. In spite of everything, a workable program was laid before the Legislature in 1953. Bickering and disagreement over details caused its defeat. Fishing continues unrestricted and every sardine that shows a fin is captured forthwith.

Now, only complete cessation of fishing for a few years, followed by rigid control of fishing intensity for many years can hope to revive the sardine fishery. The few remaining fish must be given a chance to reproduce.

many friends will be glad to hear, been allowed his second disability year by the insurance Company, and soon will be drawing his social security, we are reliably informed. . . . Bro. Bob. Rich, our steward at Gladding McBean, after being out of the hospital a few days, is back in again. This time it is the French Hospital in San Francisco. A lung tumor is suspected. . . . Bro. Manuel Crianca, of the Natomas Company, recently had a leg amputated at the Roseville Hospital, a blood clot was the cause. Tough luck, Manuel. . . . Bro. I. D. Stephenson, of the Natomas Co. has quit to go into the service station business, so we were told. . . . Bro. Alvin Harding and Henry Pennock, of the Natomas, both have been off because of a slight case of pneumonia, however, both are up and around. . . . Bro. Milton Bradbury, of Yuba Consolidated, reports he is the proud papa of a new baby daughter, born March 2, 1954. Congratulations Milt. . . . And a final parting note; if you don't think our Welfare Plans are working, check with some of the boys who have been laid up. You'll be agreeably surprised, what a big help it has been.

—C. R. VAN WINKLE.

★ ★ ★

Your Labor Paper —
Read — Pass it On!
Spread the Truth!

SUN COMES OUT AND THE REDWOOD BOYS GET BUSY

By A. R. McCaffrey, Business Representative

After two weeks of good weather, the local contractors around the area have started to show some life. If the good weather continues, which we all hope does, the work season will start rolling.

The Eel River started to cut into Highway 101 south of Pepperwood and take it out to sea. The State called for emergency bids and Mercer-Fraser Co. stepped in with a \$20,609 bid and saved the day. The same thing happened at Miranda and Arthur B. Siri Co. came to the rescue there. Brother Harry Sanderson has his spread busy at Redwood Acres, grading for a new building. W. S. Selvaige is driving piling on the waterfront.

Brother Tom Hull shut down everything, bought a new automobile, and took off on a vacation. Burman Bros. just purchased 500 acres of ground south of Eureka and intend to put in a subdivision.

Mercer-Fraser Co. is keeping busy on various jobs around the area. Maurer & Sons are working on their highway job at Klamath. Macco-M.K. at Crescent City getting ready to roll.

Pelican Bay Construction Co. will be getting delivery on their hot plant at Smith River. Aho & Box doing small jobs around Crescent City. C. V. Kenworthy working three cats on Berry Summit, getting ready to roll if the weather permits. Brother Tom Coy beaching the dredge Jupiter.

PG&E's \$10,000,000 job at Buhne Point slated to start.

Bids were to be opened March 10 for a highway job north of Crescent City on 101 from Smith River Bridge to 199, about 6.7 miles in length, to be cleared and

graded and structures to be constructed. The clearing on this job alone will be a major item, as it is in swampy country and some of the tree stumps are 20 feet in diameter. According to the State Highway Code, this contract will not be awarded prior to April 1.

On March 31 bids will be opened for a freeway job from Eureka Slough Bridge to Gannon Slough, for five miles of grading and structures to provide a four-lane facility. Plans include new bridges over Gannon Slough and Jacoby Creek and widening of other existing bridges. One year from now, bids will be called for base and surfacing, which will complete the project. Included will be a frontage road from Eureka Slough Bridge to the airport. There will be a cutback of 150 feet into the airport property and runways. The freeway will be a four-lane divided highway with provision for widening to six lanes at a later date. This job will tie in with the present freeway job now under construction through Arcata.

On March 17 bids will be opened for a paving job between Panther Springs and Benbow, a net length of about 20 miles to be surfaced with plant-mixed surfacing and sealcoat to be applied. In accord with the Highway Code, this job will not be awarded prior to April 1.

There are several other projects slated to be let throughout the Redwood Empire and once we get going, it looks like we will have a good season.

Mokelumne Fish

Sacramento—A shot in the arm for a potentially fine salmon stream will be administered this spring, when employees of the California Department of Fish and Game plant 2,000,000 king salmon fingerlings in the Mokelumne River above Lodi, San Joaquin County.

The fingerlings are being supplied through the cooperation of the U.S. Fish and Wildlife Service, which has a surplus at its Coleman hatchery in Shasta County.

The state biologists hope that by introducing the young salmon into the river, they will lay the foundation for the return of the good salmon runs which the Mokelumne once supported. Pollution from wineries, and an inadequate fishway over the Woodbridge Dam below Lodi, have spoiled the stream's salmon run in past years.

Now the pollution is virtually cleared up, and present negotiations indicate that a good fishway will be in place by the time the survivors of this spring's "transfusion" complete their cycle of migration to the ocean and return to lay their eggs.

With completion of the fishway, the natural run in time would build up to the full 60,000 fish which the Mokelumne's spawning beds can accommodate. But if this spring's experimental planting is successful, biologists estimate, that day can be hastened by as much as three or four years.

★ ★ ★

The Journal of Commerce explained it another way. It said "Thus a percentage of income would be deducted—not from the taxable income itself—but from the actual tax payment the stockholder otherwise would face."

Financial Data Required by Labor-Management Relations Act, 1947 to Be Furnished Members of Local Unions OPERATING ENGINEERS LOCAL UNION No. 3 of the INTERNATIONAL UNION OF OPERATING ENGINEERS	
RECEIPTS	
January 1, 1953 to December 31, 1953	
Dues and Fees	\$1,190,294.31
Interest, U. S. Defense Bonds	6,875.00
Rents	64,842.50
Engineers News	2,589.68
Books and Buttons	46.50
Good Standing Fund	2,879.50
Burial Expense Fund	49,616.10
Defense Fund	28,975.96
Reimbursements	7,646.52
Miscellaneous	11,001.44
	\$1,354,764.51

DISBURSEMENTS	
January 1, 1953 to December 31, 1953	
Salaries	424,287.45
Officers and Business Representatives Expense: (43 B.A.)	127,968.23
Office Expense, Direct, 14	
Offices	64,457.45
Audit and Legal Fees	9,329.80
Blue Cross Hospital Plan	2,089.80
Books and Buttons	4,941.34
Building Operations	51,418.85
Burial Expense Fund	49,616.10
Capital Expenditures	155,859.18
Defense Fund	28,975.96
Dues and Fees Refunded, Transferred	8,299.93
Employee Disability Fund	994.00
Employee Insurance Trust Fund	10,132.06
Engineers News	10,889.93
Good Standing Fund	2,879.50
Insurance	1,899.83
Miscellaneous	48,305.30
Per Capita, International	230,215.10
Per Capita, Local Councils	18,280.57
Tax, Excise	701.05
Tax, Federal O. A. B.	8,709.37
Tax, Calif. S.U.I.	3,088.38
Tax, Nevada Unemployment	188.90
Tax, Utah Unemployment	237.82
Tax, Federal Withholding	63,238.74
Transportation	28,741.56
	\$1,355,536.21

Less Payroll Deductions	
Federal Withholding	\$ 63,238.74
Federal O.A.B.	4,251.77
Calif. S.D.I.	2,071.92
Employee Disability Fund	494.00
Employee Insurance Trust Fund	2,183.44
Blue Cross Hospital Plan	1,965.90
	\$ 74,205.77

BALANCE SHEET as of December 31, 1953 ASSETS	
Cash:	
Office Funds	\$ 2,000.00
On Deposit	225.00
Commercial Bank Account	76,765.15
Savings Bank Account	202,535.53
Good Standing Fund	1,881.57
Burial Expense Fund	37,309.27
Defense Fund	109,253.10
Pension Reserve Fund	63,102.51
	\$ 493,072.13
U. S. Defense Bonds, Series G	275,000.00
Real Estate	912,603.98
Transportation Equipment	140,196.02
Office Furniture and Equip.	36,836.97
	\$1,857,709.10
LIABILITIES	
Net Worth	\$1,857,709.10
	\$1,857,709.10



FOLSOM DAM JOB IS MOVING ALONG

By W. V. MINAHAN, H. S. CLARK and E. M. NELSON,
Business Representatives

With all the recent sunshine and clear weather the work conditions in this district remain about the same with the exception of some of the brothers being called back to their former employers.

The builders of Folsom Dam are still pouring concrete around the clock with the progress sheet showing August or September as the completion date for concrete. Another year and a half should complete this entire project.

Guy F. Atkinson Co., who have the powerhouse on this dam, are getting the footings poured and are well on the way with the penstocks. Brother Larson is master mechanic here.

H. Earl Parker has the upstream clearing well on the way to completion with brush fires that can be seen for miles.

The Selby Drilling Co., who have the drilling and grouting on blocks 22 and 23 at the dam, expect to be through approximately March 20. This company will then move to their dyke drilling job which consists of several months of drilling. Looks like a summer's job for the brothers on this project.

Another large drilling job to be let on this project will be opened on April 16th. This will consist of drilling and grouting on the main dam which will be done in grout chambers. We are looking forward to placing several more drill crews at that time.

Nimbus Dam, located downstream from Folsom, will be entirely completed this year. This will be another show-place of Sacramento with plenty of fishing and water sports.

Claude Woods moved several 8's, blades, etc., to the Lawrence Const. job at the Aerojet plant. The brothers here are leveling dredge piles for several more buildings, roads and parking lots. Brother Dick Morris ramrods this spread.

The Piombo Const. Co., with Bro. Phil Dunn in charge, have really made progress on their Placerville freeway. Barring one week-end of rain, they have really moved muck. Brothers Whitey Williamson, Jim Hawkins and Chuck Homan do the gaffing up there.

Fredrickson & Watson will have the structures on the Placerville freeway fully completed by the time this is in publication. They also have opened up their Sly Park Dam to limited operations. At the present time they still have a lot of concrete to pour and a lot of drilling to do. Looks like several weeks before the dirt will move.

T. E. Connolly finally got underground on the Sly Park tunnel and are working one shift at this writing. This tunnel will be 7-foot finish and approximately 2400 feet long.

The gravel plants remain about the same as our last report. Although a few of the plants are calling back some of the brothers who were laid off last fall, we predict a steady increase in the production of these plants this year.

Clark's Welding Shop keeps a good number of the brothers busy all the time, practically year around. This firm is the manufacturer of the famous Sierra Loader. They are contemplating the manufacture of another dirt and rock moving rig which is now in the cutting-out stages. We'll soon see the "Movall" in action. This rig will handle rocks up to six feet in diameter.

Another week of sun will enable the Gordon Ball paving job at Davis to get under way again, and there are several other jobs in the Davis vicinity about ready to get started barring bad weather, of course.

We should see the H. Earl Parker Co. going on their two levee jobs along the Sacramento River very soon. The Basalt Rock Co. also have an 18-mile levee overhaul near Rio Vista which hasn't begun as yet.

Lord & Bishop will get started on a new bridge job near Thornton possibly within the next two weeks.

We would like to take time out to thank all the welders in the Sacramento area who filled out the questionnaires for the State Health Department which was co-spon-

sored by the Operating Engineers. Again we thank you, brothers.

The general picture, insofar as heavy construction in this area, looks very promising for the coming season with several large road jobs and other projects in the offing. Barring accidents, etc., the brothers should enjoy a very prosperous year.

HERE AND THERE WITH THE BROTHERS

Brother Howard Colon, in business called Auto Machine Works, has a portable shop. He does re-boring, valve work, block repairing, pin fitting, engine rebuilding, etc. Brother Howard states he does the work at wholesale prices to union members. Call him at WA 5-4081, located at 1078 Glenrose Avenue, North Sacramento.

The Dalzell Rigging Co., formerly Thomas Rigging, have moved to our city. They are located at 4201 Capitol Avenue, West Sacramento, phone GI 3-6606. This firm has three Bay City, one Browning and one 35-ton P & H truck crane. They specialize in all types of crane and hoist work, placing heavy machinery, safes, vaults, smokestacks and boilers. They also have general draying and give special attention to concrete pouring. Brother G. V. Cummings represents this company in the capacity of branch manager.

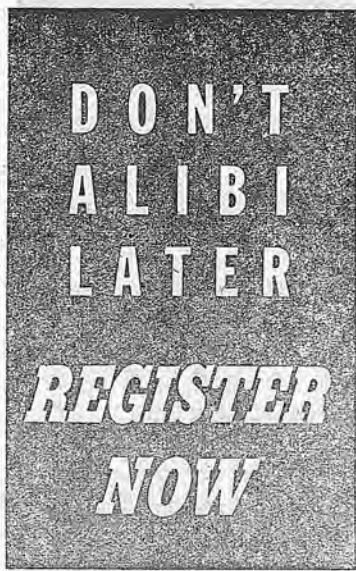
CHUCK TAYLOR watching pickets; CURLY LARSON driving a Kaiser; KENNETH BELT welding tracks; BUSTER CAMERON on a two ended scraper; W. C. TRACY mounting a dozer; DOUG SIMMONS mucking rock; PAUL BEAR eating lunch; JAMES PLEVNEY loading a scraper; PETE CONNER cleaning a channel; BEN SHINN leveling fill; BOB HALL calling in; HOWARD COUNTS having a hot lunch; CHUCK TURLEY climbing a slope; BILL SMITH raising building floors; CHARLES JEFFS taking a few days off; CLYDE STEVENSON repairing a mixer; FRED BUTLER helping; EARL JOHNSON maintaining roads; CLARENCE BURRIS mucking building; GEORGE RUOFF helping a crane operator; LOUIS REEDER welding overhead; RALPH HILLHOUSE on vacation; BILL DONALDSON called back to work; W. A. SEAMONS placing concrete; GEORGE SCOTT, locomotive engineer; LOUIS BERINTI, also locomotive engineer; WALT GAVRILKO putting the sticks together; RED DURFEE mucking gravel; RED QUALLS blading haul roads; ART ROOT bossing a cat spread; WHITEY RESH working a garden; MARSHALL WHITE in the chicken business; JERRY O'DONNELL in the sticks; BILL LAMOREAUX operating a wind pump; HARRY WELCHER getting cleared; JOHN SHAFFER checking his keys; DON JOHNSON holding axes; STANLEY COACH, hoisting material; BOB WAGNON playing it tight; LIGHTNING pouring concrete; ART GILMORE drilling; LEE FREDBERG called back.

When buying gas or oil, or having your car serviced, trade at the service station located at the Labor Center. They are open evenings until 9 o'clock.

We would like to remind you that we are still soliciting men to join the Civil Defense program. For application or information contact this office.

We are holding mail for the following: C. Baccus, James Bates, E. E. Bechthold, Ralph Brittain, Alvin N. Choate, P. R. Clinkenbeard, R. E. Crawford, Bill C. Crew, E. Oakley, Fred Spaulding, S. S. Walker, R. L. Wilson. If this mail is not called for within 10 days, it will be returned to the senders.

BLOOD BANK
During this past month we have had only two donors at our Blood Bank. Our sincere thanks goes to



Local 39 Reports

(Continued from Page 5)

will be completed by the end of the month. Although the hourly rates that are now being offered by the employers are not what we had hoped for, they still are not too bad and have been accepted with reluctance by the people involved.

The Stationary Engineers' Welfare Plan has a very good experience insofar as claims were concerned for the period from June 1, 1952 to the present date and has grown considerably in membership. We are at the present time endeavoring to set a meeting date for all engineers covered by this welfare plan. By this, I mean the \$8.65 per month or five-cent plan. Watch the paper next month for a meeting notice. If you are not notified at the plant, it will only be because this is almost an impossible task due to the number of plants under the coverage of the plan. We are in the process of negotiations with the insurance companies and service-type medical and hospital plans to give you broader protection for yourself and family at no increase in cost. This meeting is being arranged so that your officers might better understand the needs and wants in respect to medical and hospital coverage.

The Stationary Engineers' Apprenticeship Program for the San Francisco area has had a slight improvement in recent months. We have a few new apprentices on jobs at this time. The school attendance is up to standard or above most of the time. There is still room in the class for junior engineers who want to improve their technical knowledge in the engineers' field. The classes are held at the John O'Connell Trade School, 21st and Harrison Sts., on Monday and Wednesday between 7 and 9 p.m., Room 205. The Apprenticeship Committee is enlisting the aid of the entire membership and the chief engineers in particular, to assist them in this worthy and most beneficial program for the union and improvement of the trade.

There are several members on the unemployed list at the present time. Anyone desiring additional engineers, even for a short period, please contact the union. This would be a great help to keep some of the brothers and also reduce the unemployment.

INSPIRES OLD FOLKS

Cincinnati (LPA) — Pensioned members of the Amalgamated Clothing Workers—130 of them—at a party here drew inspiration from a movie proving age is no barrier to self-expression. It dealt with the octogenarian Grandma Moses, who took up painting in what was once considered the twilight years.

REPORT immediately all safety HAZARDS!

Shirley Wimmer and Henry Goodwin for their contributions.

Remember, the office is open every Thursday evening from 7 to 9 for your convenience!

'EVILS OF UNIONISM'

(The article below appeared recently in The Sun, a Canadian newspaper of large circulation published at Vancouver, British Columbia. We believe our readers will be interested in Columnist Barry Mather's analysis of the so-called "evils of unionism.")

By BARRY MATHER

How much better would we all be without unions? Yes, how much? A gentleman, and no doubt a scholar, had a letter in one of the other papers advising workers against getting organized. He said that employees joining unions lose their liberties as individuals and become dominated, also regimented. How true this is!

Before the unions came a man was free to do an honest day-and-a-half's work for an honest day's pay. He was at liberty to stand on his own heels and bargain with the boss. He could be pushed around at any time. Nobody regimented him against it.

The unions have changed this. Today not even the non-union employe is free from the evils of unionism. As a result of union people being dragooned into accepting raises, many non-union people have been intimidated into accepting raises, too.

I speak with sad personal experience. I once, misguidedly, helped organize a union. My hopes for greater individuality were high. Imagine my remorse when I saw what unions really do to you!

The good old six-day week, that we employes knew so well and were so attached to, was scrapped! In its place the five-day week was foisted on us!

Instead of being free to work 70 hours in six days, we were quickly dominated into working 40 hours in five!

And from the very moment the union got us we had to take more pay!

To show you how unions treat you—for every \$20 a month raise the union forced on us we had to pay, I believe it was, as much as \$1 a month in dues!

The fate of union members' wives must be particularly trying!

In place of the happy times of long hours, low pay and personal insecurity, unions have dominated entire families, indeed, entire communities, into a better standard of life.

If Little Red Riding Hood lived today,
The modern girl would scorn her,
She only had to face one wolf,
Not one on every corner.

Hear Frank Edwards!

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Help Your Postman

A union grocery clerk or a fireman get equal or more pay as a beginner than postal workers get after 24 years of service!

Postal clerks and carriers start at \$3270 and can reach \$4370 after 24 years of service.

Your postman and post office workers need help and need it badly! You can help them in their plea for a very badly needed wage increase by dropping a note to your congressman and senator.

Ask your congressman to support H.R. 2344. Ask your senator to support S. 1685. These proposed bills would help give postal workers a pay rate they simply must have to make enough to live on. More than 70 per cent of postal employees are forced to do outside work in order to make enough money for their families.

These AFL workers are asking the help of their fellow AFL members. Do your bit today! Write a note to your congressman. And give a carbon copy of your letter to your local Postal Employees Union.

Show your postman this article—let him know we are trying to help in every possible way.

9 DAYS RAIN SLOWS WORK IN ISLANDS

By J. K. WAIWAILOE
Business Representative

For nine days now it has rained continuously, halting all outdoor construction and in some cases indoors. However, the Wilson tunnel by Gibbons & Reed, still continued to enjoy 3 shifts of uninterrupted work and are now over 600 ft. into the Koolau Range.

Contractors Mid-Pac has recalled Brother Albert Ching as equipment supt. for Kwajalein with Brothers Elmer Keao and "Buster" McCubbins as foremen. Equipment runners are Brothers Auweau, Bal-lesteres, Akana, Kakazu, Kauh, and Pavao. Helpers and oilers are Brothers Monterde, Dayap, Augustine, and Corpus. Mechanics are Brothers Magana, Cafirma, Badua and Domingo. This new extension should be good for the next 8 months. To supply Kwajalein with materials, Mid-Pac has retained 5 of our members at its operating base.

The Woolworth building by Walker & Moody contractors started its basement excavation with Bro. Henry Hose on a 2 yd. Lima shovel loading 4 dump trucks.

Brother John Spencer is now running a 1½ yd. N.W. Shovel for V. O. Burkhalter out at the Waipahu fill while waiting for Byrne Org. to call him back to Turkey. Brother Richard Ige, long-time shovel operator with J. M. Tanaka, is now located in San Francisco. Best of luck to you.

We had some malihini's (visitors) all the way from the state of Michigan in President Albert E. Ashenden and Vice President Wm. Roy Brown of Local 324 with their lovely wives enjoying our Hawaiian sunshine and the liquid sunshine the past two weeks. The visited Hawaii, Maui, Oahu and Kauai.

Brother Ben Wun is left stranded in Japan as the lone employee for Hawaiian Dredging Co., Ltd., as combination engineer and watchman for the dredge Walter F. Dillingham in Tokyo harbor while the Company continues negotiations with Japanese financiers. The \$900 Mrs. Wun receives still looks good Ben, so keep sending it.

IKE'S 'SOUND DOLLAR' STILL BELOW HARRY'S

New York (LPA)—The "honest" and "sound" dollar that the Eisenhower Administration promised was still under Truman's dollar in December 1953, according to the National Industrial Conference Board. The dollar's purchasing value in December 1953 was 55.2 cents, and in December 1953 it was 55.3.

Attend Meetings!



Bro. Arthur F. Collins, Local 3 member, is shown doping threads of the bit before the first section is coupled on. (See picture on page one.) Art is a native of Oregon, now lives at Angels Camp with his family. He began work for Calaveras on Sept. 3, 1945, has operated jackhammer, churn drills, Joy Drill, and now is assigned to the new Bucyrus Erie 50-R.

Huge Rotary Drill at Calaveras

Now operating near Calaveritas for the Calaveras Cement Co. is one of the largest industrial rotary drills in the world and the first to be installed west of the Mississippi, known as the Bucyrus Erie 50-R.

The 50-R is the largest rotary drill made and will drill primary blast holes up to 12 inches in diameter. Rock cuttings are blown from the hole by compressed air, which is provided by two 650 c.f.m. compressors mounted on the drill.

The drill is powered by electric motors with Ward-Leonard control. The unit at Calaveras is the tenth model 50-R made by Bucyrus Erie. Assembly of the 54-ton, \$115,000 drill was only recently completed.

In initial tests it drilled 33 feet in 15 minutes. It is now drilling nine-inch holes to receive massive primary dynamite charges used in blasting out limestone for use in making cement.

The machine is about as automatic as it could possibly be. Three drill stems, more than six inches in diameter and 33 feet long, are held upright and at the move of a lever, swing into place. A direct current motor unscrews the stem in the hole from its driving mechanism, inserts another 33-foot stem and proceeds with the drilling operation.

Two 125-horsepower motors operate the compressors which force a powerful draft down the stem. The "stemming" pile up beneath an

apron and around the drill hole and are later used in tamping the dynamite charges.

The weight calls for 42-inch Caterpillar treads. The drill is self-propelled with electric power and is 54 feet high.

Service Withdrawal Cards

PETER DELZOMPO

LEROY LINDLEY

DOMINIC PAPETTI

JAY O. VICTOR

Hear Frank Edwards!

BLOOD IS STILL NEEDED!

We have calls every day from members who are in need of blood either for themselves or their families. So, come on fellows and donate some blood.

We want to thank the brothers who have recently donated blood. They are Gordon D. Dennis, Alexander Milanovich, Gustave Matzek, Roy Scarbrough, Howard Miller, Wm. R. Woods, LeRoy Johnson, Ervin Shelmadine and Kenneth Glover. Thanks again fellows, because this is really needed!

SAN FRANCISCO IS ANXIOUS TO ROLL

By PAT CLANCY and PAUL EDGEComb, Business Representatives

San Francisco building construction has many jobs now in progress keeping several engineers employed. There have been few new jobs started that require the services of operators, therefore the slack in the unemployment situation has not changed. It is now getting to that time of the year when our brothers as well as the contractors are beginning to feel the pinch of the winter months and are getting anxious to start rolling.

The major portion of concrete is completed on the new Radiation Laboratory building at San Francisco Naval Base. This is one of the most modern buildings of its kind in this locality, having one of the largest escalator systems servicing this type of building. Rothschild, Raffin & Weirick are the contractors.

San Francisco Housing Authority has just awarded contracts totaling more than \$7 million for constructing two housing projects: Alemany Housing being built by Biltwell Construction and Western Addition Project by Ted Meyer & Sons. Excavation is now taking place on both jobs.

Each time Hamm's Brewery is contacted something new has developed or is in process. This is a large remodeling and building job running in excess of \$12 million. Cahill Construction is the general contractor.

Street repair and track removal jobs are progressing along the same lines as were reported in last month's issue. These jobs have kept many operators employed in the past two months.

In addition to Judson, Pacific and Murphy's steel erecting job on the freeway, Chas. Harney has started raising his own iron on his portion of the job. Several hundred tons of steel will be raised here before this job is completed. Guy F. Atkinson has been pouring concrete on the elevated roadways without many interruptions.

Shipyards work has increased in the past month. Several of our brothers have been busy at the Triple "A" yard, while Bethlehem has a fairly steady crew employed on their new ship contracts.

Pile driving work is confined at present to Duncanson & Harrelson's Pier 54 Slip for the Santa Fe Railroad ferry; and Raymond Concrete Pile Co. on the freeway in the vicinity of Fifth and Sixth streets, in addition to their job

on the Equitable Life Insurance Building.

Laying water lines here in the city, we find Walter Lenkeit busy around the PG&E plant on Evans Avenue, and Fred T. Fairey on his job at the Geneva Avenue cutoff.

The outlook for employment covering our work looks promising for this season.

Field Survey Notes

SURVEY BOYS EYE NEW JOBS

By AL BOARDMAN
Business Representative

The L. Cedric MacAbee Engineering Co. of Palo Alto is currently making preliminary surveys for the Wheatland Irrigation Districts at Marysville, Calif. William G. Dunn, hydraulic and civil engineer, formerly of the San Francisco Water Department, is in charge of field operations. At the present time eight field parties are working out of the Marysville County Surveyor's Office.

H. Earl Parker has employed Charley Black as Party Chief and plans to do his own engineering on the levee jobs along the Sacramento and Yuba Rivers. This is a break in the solid opposition this union has met with from valley contractors.

The San Francisco Housing Authority has paid at the rate of 7½ cents per hour on 5728 hours to the Operating Engineers Trust Fund. These payments cover the hours worked by six inspectors during the months of August through January. This makes these men eligible for any claim incurred during that period. The following covered during that period are Lionel D. Ackerman, Chas. A. Blume, Al J. Galloway, Rudy Lanzendorfer, Wes Reed and Ken Peck.

It has been rumored that the firm of Pafford Jones & White of 5328 Hollywood Blvd., Hollywood, Calif., have picked off a \$169,000 survey job in Alaska.

The Oakland Board of Education has under way a program to obtain coordinates of all school property.

The next regular SE meeting will be held March 26, 1954, at 8 p.m. at 474 Valencia Street, San Francisco, Calif.



Highway, Housing Jobs Go High Gear in Peninsula Area

By CHET ELLIOTT, Business Representative

The extremely dry winter weather we have enjoyed for the past months in this area has made it possible for the contractors and their employees, who are members of Local No. 3, to speed up production on the Bayshore Freeway Projects and other large construction jobs. The Guy F. Atkinson Company are operating on a two-shift basis on their Brisbane fill job. Superintendent Bro. Mickey Daley has charge of the day shift and Superintendent Bro. Blaine Thompson in charge of swing shift. Assisting these very able brothers are Foreman Bro. Crade, Cofner, Pettit and Moseley. Bro. Harold Lundberg is the Master Mechanic on this job and has full supervision over the shop crew. After contacting many of the operators and heavy duty mechanics your Representative finds these worthy brothers to be very happy with their jobs and are progressing in a very satisfactory manner.

Superintendent Bro. Joe Stockton with the assistance of Foreman Brothers Bud Kerr, Art Bresnan, Ritch Piombo, Clarence Yturiga and Paul Fry who is acting

Master Mechanic supervising the shop repair work and heavy duty mechanic, who are members of Local No. 3, are progressing as well as can be expected with this huge four million dollar freeway project under operation by Piombo Construction Company Contractors. At the present time this work is about 25 per cent completed and have five shovels operating in three pits loading out 9000 yards of earth per day. Steel erection is now complete on the Ralston Avenue overpass. As soon as possible this overpass will be used for a haul road which will speed up production and create more employment for Operating Engineers.

Brothers Windy Weber and Lyle

McCann on a joint venture with Contractor Pete Farish were the successful bidders on the grading and street work on the Pacific Highlands Real Estate Development Project on Skyline Boulevard for the Blackfield Company. These two brothers with a crew of old-time operators including Brothers Bill and Boots Trimble, Hal Van Scoy, Jack and Mack Lee and several others have the job well under way.

Contractor Pete Farish, who has Brother Boyd Cable in charge of operations, was the low bidder on a large grading job at Pacific Manor and has moved a fleet of cats to this location. This work was awarded by the Sterling Builders who also have the Joseph Brady Co. under contract at this point, who has a large group of Operating Engineers in their employ.

The much publicized Mills Estate Real Estate Development Project has shown some activity during the past month. The J. A. Thomp-

son Co. of Los Angeles has moved a fleet of cats to this spot and are now building the earth ramps up to the overpasses. However, the overpass will not be complete for approximately six weeks at which time the job will get into full production and a great many of our members will be cleared to the job.

McCammom & Wunderlich were the successful bidders on the excavation on the Community Hospital project for the Robert McKee company and have moved several cats to this location.

Contracts have been awarded to Lindgren & Swinerton, L. C. Smith, Jos. Brady Co., Leo F. Piazza, Bragato Paving Co., Vance M. Brown & Sons, Williams & Burrows, C. J. Wood Inc., George C. Renz and Stevenson Pacific Company for the many building, pipeline, grading and street jobs throughout this area which will greatly relieve our unemployment situation in the near future.