

2021-2022
2022-2023
2023-2024
2024-2025

WORKING AGREEMENT BETWEEN THE COMMUNITY UNIT
SCHOOL DISTRICT #9, GRANITE CITY, ILLINOIS

and

ST. LOUIS DISTRICT COUNCIL & VICINITY LOCAL 633

INTERNATIONAL UNION OF PAINTERS AND
ALLIED TRADES DISTRICT COUNCIL #58

LABORERS INTERNATIONAL UNION OF NORTH AMERICA LOCAL
#397

TEAMSTERS, CHAUFFEURS, AND HELPERS LOCAL UNION #525
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA

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AMERICA

The School Board of Community Unit School District No. 9 recognizes the above respective Unions as sole bargaining agents for members of said Locals in its employ with regard to wages, hours, and other conditions of employment. The School Board shall appoint employees from a list of applicants approved by the Board and the respective Locals.

ARTICLE 1

Vacations

Section 1.1

For vacation subsequent to their first regular vacation, and on any subsequent plateau reached, employees shall be credited on June 1 of each calendar year the vacation days they would have accrued on their next anniversary date. The employee shall be allowed to take any credited vacation during the vacation period allotted.

	<u>Allotted Days</u>	Max Days (with 5 Carryover)
1 year	5 days	
2 years through 4 years	10 days	15 days
5 years through 9 years	15 days	20 days
10 years through 14 years	20 days	25 days
15 years or more	25 days	30 days

If unused, an employee may carry over five (5) days not to exceed the employee's annual allotment. For example, an employee with 2-4 years of service may not exceed 15 days in any given year. If not used, up to five (5) days maximum may be placed in the vacation bank to be paid out upon retirement at half the temp rate, provided it does not exceed the 6% cap. For unused days over the 6% cap, said days shall be paid out post-retirement.

Section 1.2

If any employee is dismissed for cause or severs his/her employment at his/her own request or leaves because of retirement or illness, said employee shall receive that portion of vacation to which he/she is entitled at the time of leaving.

Section 1.3

Vacations may be taken anytime during the year, June 1 to May 31, so long as no more than one employee is on vacation at any one time. Vacation schedules must have prior approval of the administration.

Section 1.4

All employees shall be given their vacation pay before leaving on vacation, if requested by the employee with two weeks' notice in writing to the Accounting Department.

ARTICLE 2

Seniority

Section 2.1

A new employee shall work under the provisions of this Agreement but shall serve a probationary period of thirty (30) workdays. During this probationary period, he/she may be discharged without further recourse provided that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After this probationary period, the employee shall be placed on the regular seniority list, unless he/she has been designated as a temporary or extra employee at the time of employment.

At the time of requesting employment, the District shall designate its requirements, that is, whether such requested employee shall be employed temporarily as an extra, or permanently.

Section 2.2

Seniority rights for employees shall prevail in all promotions, transfers, lay-offs and re-employment as long as the employees affected have the ability, are qualified and perform their work in a safe, efficient and satisfactory manner.

ARTICLE 3

Work Week

Section 3.1

All employees shall be on a five (5) day week consisting of eight (8) hours per day, and forty (40) hours per week, Monday through Friday schedule except as herein otherwise specifically set forth.

Section 3.2

Hours worked in excess of eight (8) hours a day or forty (40) hours a week shall be at the rate of time and one-half, providing, however, that the said eight (8) hour day shall be exclusive of lunch.

Section 3.3

Payday shall be every other Friday. Payment of a one week pay would be permissible should it become necessary to deviate from the presently existing two-week schedule.

ARTICLE 4

Check-Off

Upon obtaining the written approval of the individual Union members, the Board shall check off and collect from such members all dues and assessments of the Union and pay the same to the Union; and the Union shall furnish a statement of the amount to be so deducted from the pay of each of its members, which statement shall be approved by said member.

The Board shall honor an employee's individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the Union. In the event an employee revokes his/her dues in accordance with the terms in which he/she authorized the dues deductions, the Union will notify the Board after the close of the revocation window.

The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of complying with the above provisions of this article, or in reliance on any list, notice, certification, affidavit or reassignment furnished under any such provisions.

ARTICLE 5

Jury Duty

In the event that a Union member receives a notice for jury duty and reports for such duty, the Board shall pay the individual the difference between his/her normal wage and the wages he/she receives for said jury duty. It shall be the obligation of the person serving on jury duty to submit to the Business Office written evidence of payment made to him/her for such service immediately upon receipt of such payment.

ARTICLE 6

Holidays

Section 6.1

The holidays to be observed by the members of said bargaining unit are as follows:

July 4th	New Year's Day
Labor Day	Martin Luther King's Birthday
Columbus Day	President Day
Veteran's Day	Casimir Pulaski's Birthday
Thanksgiving Day	Friday after Thanksgiving Day
Christmas Eve	Good Friday
Christmas Day	Monday after Easter
New Year's Eve	Memorial Day
Maundy Thursday (if school is not in session)	
Juneteenth	Election Day if Mandated

Section 6.2

The School District reserves the right to award a different day in lieu of the Monday after Easter when such facilitates more reasonable scheduling of school days. When any of the above

holidays falls on a Saturday or Sunday, excluding the Juneteenth holiday, the preceding Friday or the following Monday will be observed as a holiday if school is not in session. If school is in session, the Board will designate another day in lieu of the preceding Friday of the following Monday.

Section 6.3

Employees required to work on holidays above indicated shall receive one and one-half times their regular hourly rate of pay in addition to their holiday pay with a minimum guarantee of not less than four hours' pay at this holiday rate.

Section 6.4

The amount of holiday pay shall be the employee's normal rate of pay times the number of hours such employee normally works per day.

ARTICLE 7

Sick Leave

Section 7.1

Each individual shall receive 12 days of sick leave per year, which may be accumulated to a total of 255 days. Each employee who accumulates 50 sick leave days shall receive a one-time additional grant of 25 sick leave days.

Section 7.2

As an attendance incentive, any employee who uses two (2) sick days or less per year will receive one (1) additional personal leave day as defined in Article 8. If earned, such personal leave day will be added to the employee's personal leave for the following school year. The use of personal leave days is governed by Article 8.

Section 7.3

Sick leave shall be interpreted according to the school laws of the State of Illinois contained in the Illinois Compiled Statutes and in accordance with the terms of this Agreement.

ARTICLE 8

Leaves Other Than Sick Leave

Section 8.1

Bereavement leave for death in the "immediate family." This is defined as deaths of parents, persons in lieu of parents, wife, husband, significant other, children, brothers and sisters, brother or sister-in-law, daughter or son-in-law, grandchildren, grandparents, or parents of spouse. Up to (5) days are allowed for each death and are not counted against emergency leave.

Section 8.2

Employees shall be entitled to four (4) personal leave days per year for which no reason shall be given. The Supervisor must be notified by noon the preceding day before this leave can be invoked. (Form to be provided.)

This leave cannot be used for any form of withholding services by an employee or employees due to misunderstandings or impasses.

In the event that this leave is not used, the unused day(s) will be added to the following year's sick leave.

ARTICLE 9

Unused Earned Absences

Section 9.1

Employees who die during service to the District or who are subject to a reduction in force in the School District and have not been recalled during the statutory recall period and who have been employed by the Board of Education for ten (10) years or more shall receive compensation for seventy (70) percent of their unused earned absences.

Section 9.2

Employees retiring from this District who have been employed by the Board for fewer than ten (10) years but for five or more years shall receive compensation for unused earned absences according to the following:

5 years or more but less than 7 years

40%

7 years or more but less than 10 years
10 years or more

50%
70%

Section 9.3

No one shall receive more than \$10,000 as total compensation for unused earned absences.

Section 9.4

In the event of the death of the employee while still in the employ of the District, any and all monies due under the provisions of this article shall be paid to the estate of the deceased.

Section 9.5

Any employee that had a Board approved retirement on file before the ratification of this contract will not be entitled to the new retirement incentive in section 10.2.

A further exception to the notification provided in 9.4 will also be granted if an employee is "laid off" and if such employee submits his or her resignation on or before one calendar year immediately following the calendar year that the employee is "laid off."

Section 9.6

Employees who receive the retirement incentive pursuant to Article 10 are not eligible to receive a buyout of unused earned absences.

Article 10 Retirement Incentive

Section 10.1

Any employee who has been employed by the District for ten (10) or more years and who will qualify to retire and receive an annuity under the provisions of the IMRF will be eligible for a retirement incentive under the following program:

1. An employee shall submit a written, irrevocable notice of intent to retire to be effective after the conclusion of the employee's final school year.

Section 10.2

An eligible employee shall receive a retirement incentive payment equal to \$1,000 for each year of service in the District, up to a maximum of \$15,000 payable in a lump sum retirement payment or in equal installments with regular payroll over the employee's final years of employment (up to five (5) years) provided that such payment will not cause the employee's IMRF earnings for any twelve- month period to exceed six percent (6%) over the prior twelve-month period IMRF earnings (inclusive of all other compensation, including but not limited to any attendance bonus, longevity, stipends, and extra duties). Any portion of the retirement incentive payment in excess of 6% will be paid following the employee's resignation from the District in one lump sum one week after the conclusion of the first calendar month following the month in which the employee's employment with the District terminated.

Example: Employee has worked for District for 11 years at the end of the 2012/2013 school year. On June 1, 2013, he gives notice to retire effective June 30, 2017. Beginning with the paycheck received July 1, 2013, his pay is increased for the 2013/2014 school year by an amount equal to \$11,000/4 years of paychecks capped at 6% creditable earnings increase over the prior 12 months' creditable earnings. If he remains employed, starting with the 2014/2015 school year, the retirement incentive payment will be recalculated to include the additional \$1,000 for the completion of each subsequent school year and paid out over paychecks to the extent it will not cause the creditable earnings for any 12 months to exceed the immediately prior 12 month creditable earnings by more than 6%. Any incentive payment not paid out over the paychecks by the time of retirement June 30, 2017, will be paid in one lump sum after the first in August, 2017.

ARTICLE 11

Grievance Procedure

Section 11.1

The Union and the Employer agree that there shall be no tie-up or interruption of work, or work stoppages within the compliance of this contract without first using all possible means of settlement, as provided for in this Agreement, of any controversy (as defined below) that may arise. The Union and the employer further agree that:

- A. Every effort will be made to solve all controversies at the lowest possible level and as expeditiously as is feasible;
- B. There shall be no discrimination against any employee for having filed a grievance;
- C. There shall be no solicitation of grievances from employees;
- D. The failure to file a grievance as provided will relieve the employer of all financial obligations and shall not be binding on such employer;
- E. An employee and the shop steward may present a complaint or grievance in the event of a controversy between that employee and the School District in

accordance with the procedures specified in 2 below, provided the first step (2a below) is initiated within seven working days of the occurrence of the incident resulting in the controversy;

- F. The Union Business Agent may present a complaint or grievance in the event of a controversy between two or more Union members and the School District in accordance with the procedures specified in 2 below, provided the first step (2a below) is initiated within thirty working days of the incident resulting in the controversy.

Section 11.2

Should differences arise between the employer and the employees as to the meaning and application of the provisions of this Agreement or others related to employee working conditions not covered by this Agreement, an earnest effort will be made to settle same in the following manner:

(a) First Step. The employee and the Shop steward (1E above) or the Business Agent (1F above) shall discuss the controversy with the supervisor or administrator responsible for the incident resulting in the controversy. The responsible supervisor or administrator shall investigate the incident fully and provide the person(s) with whom this issue was discussed a response within five working days of the time the matter was brought to his/her attention. In the event the matter remains unsettled at this point, the Union may proceed to the second step as provided below.

(b) Second Step. The Union shall reduce the grievance to writing to include the signature of the aggrieved employee or the Union representative and present the grievance to the next higher level of administration for consideration. Unless otherwise mutually agreed to, the responsible administrator shall, within two working days arrange for a meeting with the Union representative for the purpose of gaining mutual understanding of the grievance. This administrator shall, within five working days investigate the grievance and provide the Union representative a written response to the grievance. In the event the matter remains unsettled at this point, the Union may proceed to the third step as provided below.

(c) Third Step. The Union shall present the grievance to the Superintendent of Schools or his/her designee for further consideration. The Superintendent or his/her designee shall thoroughly investigate the grievance and decide on the appropriate course of action that is to be taken. The Superintendent of Schools shall, within ten

working days of receipt of the grievance at the third step, provide the Union representative his/her reply to the grievance.

Section 11.3

In the event the grievance cannot be settled using the procedures specified in 10.2 above, either party may request the matter be submitted to arbitration using the following procedures:

(a) Within ten days after the receipt of a request that the matter be submitted to arbitration, the Union and the School District shall select an arbitrator. In the event the Union and the School District cannot agree on the arbitrator to be selected, a joint request signed by both the Union Business Agent and the Superintendent of Schools or his/her designee shall be submitted to American Arbitration Association requesting a panel of not more than five or less than three qualified arbitrators be furnished from which the Union and the School District shall select the arbitrator.

(b) The arbitrator shall begin his/her investigation as early as possible and by a date mutually agreeable to all parties. The decision of the arbitrator shall be final and binding on both parties unless contrary to the laws of the State of Illinois. The arbitrator shall not have the power to add to, subtract from or modify any of the terms of this Agreement. The Union and the School District shall equally bear the expense and salary of the arbitrator.

ARTICLE 12

Insurance

Section 12.1

As of January 1, 2016, full-time Craft Employees may participate in the Employers and Laborers' Locals 100 & 397 Health and Welfare Fund ("Plan"). "Full-time" is defined as those Employees working an average of thirty (30) hours/week as determined by the method for counting hours established by the Board, and specifically excludes part-time Teamsters. To participate in the Plan, Craft Employees will be required to meet all eligibility requirements set forth by the Plan.

Employees electing any type of coverage under the Plan (self-only or otherwise) shall be responsible for the following costs during the term of this Agreement: .

2021-2022: the 2020-2021 insurance premium paid by the employee plus employees will pay 50% of any increase to the total cost of the health insurance premium, up to \$22 per month maximum.

2022-2023: the 2021-2022 insurance premium paid by the employee plus employees will pay 50% of any increase to the total cost of the health insurance premium, up to \$22 per month maximum.

2023-2024: the 2022-2023 insurance premium paid by the employee plus employees will pay 50% of any increase to the total cost of the health insurance premium, up to \$22 per month maximum.

2024-2025: the 2023-2024 insurance premium paid by the employee plus employees will pay 50% of any increase to the total cost of the health insurance premium, up to \$22 per month maximum.

Employee share of premiums shall be salary reduced. Employees shall be responsible for all other costs of participating in the Plan including, but not limited to, out-of-pocket costs such as deductibles, coinsurance, and copayments for covered services plus all costs for services that aren't covered.

Employees married to other District employees shall receive the \$100 per month stipend (\$1200 per year) for insurance reimbursement, since the District requires the employee to be on the family plan.

In the 2021-22 school year, the district will begin to offer the option for Employees to purchase dental and vision coverage.

The Union and the Board agree that they will enter into a Memorandum of Understanding setting forth the additional parameters of how the Plan is offered, administered and reported.

Section 12.2

Coordination of benefits will be managed by the Plan.

Commencing July 1, 2017 Granite City Community Unit School District #9 shall pay the amount of \$1280 per month, per employee for health insurance coverage for the employees in this bargaining unit who have health insurance coverage under the Employers & Laborers 100-397 Health Insurance Fund. Commencing July 1, 2018 and so forth for the duration of this Agreement, the District may be requested to increase its monthly premium payment as billed by the Union up to an amount not to exceed 5% of the preceding year's monthly contribution amount. For years commencing after July 1, 2021 the parties agree to reopen this agreement for determination of the monthly health insurance contribution only if the amount exceeds the 5% cap. The monthly payment amount is the identical amount regardless of whether the coverage is for the employee

and/or dependent coverage. The insurance coverage shall remain in effect for the entire term of this Agreement.

Section 12.3

Health benefits provided for the term of this agreement shall be as described in the Schedule of Benefits, Summary of Benefits and Coverage, Summary Plan Description and Plan document for the Plan, including applicable amendments adopted by the Plan.

Section 12.4

The following term life insurance coverage will be provided:

- a. Term life insurance in the amount of \$15,000.
- b. At the employee's own expense, the employee may elect to be covered for additional amounts of \$25,000, \$75,000 or \$100,000 in term life insurance. Premiums to be determined by life insurance carrier.

Section 12.5

Eligibility for retiree coverage is provided by the Plan and the cost shall be the responsibility of the Employee.

Section 12.6

The Union and Board recognize that the Plan referenced in this Article 12 currently provides retiree/disabled retiree coverage up to a limiting age of 65. The Union and Employer agree that they shall not institute or assist in any claim, cause of action or complaint, including the filing of a grievance under Article 11 of this Agreement, related to any employee's (or former employee's) lack of access to the Plan or other employer sponsored health insurance upon reaching age 65 or thereafter.

Section 12.7

If, at any time during the term of this agreement, the payment of insurance premiums or the offering of the Plan is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance subjecting the Board to potential penalties, fees, excise taxes, employee benefit plan failures or increased tax payments, then the Union and the Board agree to reopen this Article 12 and negotiate in good faith to avoid such penalties, fees, excise taxes, employee benefit plan failures and/or increased tax payments now and in the future to the extent possible.

ARTICLE 13

Temporary Employees

Section 13.1

Temporary employees, those working for infrequent and irregular periods, shall not come under the provisions of this contract except as specified below

Section 13.2

If a regular employee is off more than ten (10) consecutive regular working days, exclusive of vacation, he/she shall be replaced by a temporary employee at the rate of pay specified herein, unless mutually agreed to any instance whereby an employee returns to work but finds that his/her physical condition prevents his/her continuation shall not constitute a break in the aforesaid ten(10) consecutive regular working days. Said temporary employee shall not receive fringe benefits accorded permanent School District employees of the same craft except for holidays. To receive holiday pay, a temporary employee must work twenty (20) working days. His/her fringe benefits shall be the same as those required under the appropriate outside construction agreement, exclusive of holidays.

Section 13.3

Temporary employees may also be hired as extra part-time employees at the rate specified herein with fringe benefits specified in 12.2 above to accomplish general maintenance type work that would normally not be let out on contract.

Section 13.4

When a vacancy occurs in an approved, established permanent job, it shall be filled on a permanent basis within fifteen working days or at the next regular meeting of the Board of Education or whichever is practical.

ARTICLE 14

Hours of Work

Section 14.1

The workday shall start at 7:00 a.m. through 3:30 p.m. exclusive of a thirty (30) minute lunch period.

Section 14.2

Any hours worked in excess of eight (8) hours in one (1) day or forty (40) in one (1) week shall be paid at one and one-half (1-1/2) times the regular rate.

Section 14.3

All employees who are called back for additional work shall work a minimum of four (4) hours at one and one-half (1-1/2) times the regular rate of pay.

Section 14.4

Each Maintenance Craft shall perform only work that comes under jurisdiction of their respective Unions.

ARTICLE 15

Rates of Pay

Section 15.1

The parties agree that, effective from and after January 1, 1984, the School District shall "pick up" and pay the designated flat dollar amount specified in the foregoing Salary Schedule to the Illinois Municipal Retirement System for each craft or trade employee to apply toward such person's required 4.5% contribution, all so as to qualify such amount for the "tax shelter" provided in Section 414 (h) (2) of the Internal Revenue Code of 1954, as amended.

The foregoing Salary Schedule also shows the amount of compensation to be paid in cash (subject to required withholding) in equal bi-weekly installments to each craft and trade employee for his "annual" work. Such dollar amount shall be reported to the Internal Revenue Service for withholding tax and W-2 purposes for each such craft or trade employee.

Effective July 1, 1990, a 1% longevity step for all employees with a minimum of 20 full years' service with this school district. Service need not be consecutive.

2021-2022: 4.5% Increase

2022-2023: 4.5% Increase

2023-2024: 4.5% Increase

2024-2025: 4.5% Increase

CARPENTERS, LABORERS,
PAINTERS AND TEAMSTERS

2021-2022: 35.84

20 YR. LONGEVITY STEP

2021-20228: 36.19

TEMPORARY EMPLOYEES: All temporary employees receive a 2.25% increase on the current rate 32.29 for each of the 4 years of this Agreement.

Section 15.2

All new full-time hires shall start at the temporary rate and will receive the annual increase for each year of this Agreement as set forth in Section 15.1.

Section 15.3

Any employee who is called back for additional work shall work a minimum of four (4) hours at one and one-half (1-1/2) times the regular rate of pay. A thirty (30) minute lunch period shall be included as part of the working period.

Section 15.4

When there are two (2) or more CHAUFFEURS employed by the School District, one of them shall be designated by the school administration as a lead man and he shall be paid an additional ten (10) cents per hour.

For major project(s), necessary crafts will be afforded \$.25/hour "foreman" pay (one per trade) for the period of the major project(s). The definition of major project(s) shall be determined by the administration.

Section 15.5

The Parties agree to maintain current staffing/manning levels for the duration of this Agreement (i.e. 2 Teamsters, 2 Painters, 3 Laborers, and 3 Carpenters). The Parties agree to reopen the

contract if necessary to discuss staffing needs, but the ultimate determination regarding staffing needs remains a management right.

ARTICLE 16

Length of Contract

Section 16.1

This Agreement except as otherwise specifically set forth is effective as of July 1, 2021, and shall be in full force and effect until June 30, 2025, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other on or before April 1st of the year of expiration.

Section 16.2

It is further provided that if no such cancellation or termination notice is served, and the parties desire to continue said agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, prior to April 1st of any subsequent contract year, advising that such party desire to continue this Agreement but also desires to revise or change the terms or conditions of such agreement. Any said notice shall be by registered mail.

Section 16.3

In the process of bargaining in good faith for a new contract, or a contract containing desired modification, the parties recognize it may be necessary to continue their negotiations after the date upon which this Agreement by its terms terminates. Therefore, in order to provide for their duties and obligations for the period of time between the termination date of this contract and the date upon which they conclude a new contract, or one containing the desired modifications, it is understood and agreed as follows:

1. The parties shall continue to bargain and negotiate in good faith in an effort to reach a complete agreement and understanding covering the terms and provisions of a new contract to take the place of this one or a contract containing the desired modifications, and such negotiations shall continue until either a complete agreement and understanding is reached or until either or both parties conclude that it is not probable that further negotiations will result in an agreement.

2. All of the terms and provisions of this contract shall be continued in full force and effected and extended from the termination date hereof to such time as the parties either enter into a new agreement, or agreement containing the desired modifications or terminate further negotiations in the manner above mentioned.
3. Should the parties reach an agreement upon the terms and provisions of a new contract, or a contract containing the desired modifications, at a time subsequent to the termination date of this contract, then, in such event, all of the terms and provisions of the new contract, or the contract containing the desired modifications shall be made retroactive to the termination date of this contract.

**BOARD OF
EDUCATION/SUPERINTENDENT**



President/Superintendent

Secretary

**ST. LOUIS DISTRICT COUNCIL & VICINITY
LOCAL 663**



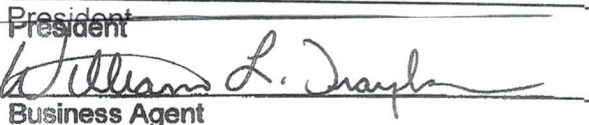
Secretary/Treasurer



Business Agent

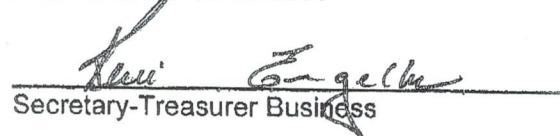
**LABORERS INTERNATIONAL UNION OF
NORTH AMERICA LOCAL #397**

William L. T aylor
Local 397
Business Manager

President


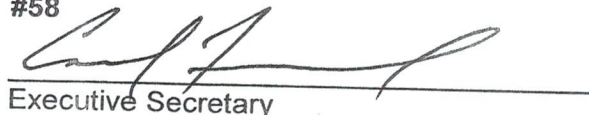
Business Agent

**TEAMSTERS, CHAUFFEURS AND
HELPERS LOCAL UNION #525 AFFILIATED
WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMENT AND
HELPERS OF AMERICA**



Secretary-Treasurer Business

**INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES DISTRICT COUNCI
#58**



Executive Secretary