CULINARY CONTRACT NEGOTIATIONS

SUMMARY OF EMPLOYERS' PROPOSAL TO UNION:

Submitted May 10, 1978, at 2:45 p.m.

1. All Items Previously Agreed to, as follows:
   (1) Add: to jurisdiction, college students of parent-owner exclusion.
   (2) Beginners, present contract language.
   (3) Delete: "bucket" and "dispenser" categories.
   (4) Delete: requirement on transportation.
   (5) Add: 4-6-8 call-out provision.
   (6) Add: Affirmative Action (Er. #13).
   (7) Delete: all reference to "girls," "women," etc.
   (8) Add: vacation accrual, per Er. #6, as modified:
       (a) change "10" days to "5" days;
           (b) add: No employee will be discharged by reason of giving the required five days' notice of quit.
   (9) Add: vacations, no more than 2 weeks consecutive per Er. #9, as modified:
       (a) schedule of vacation by seniority.
   (10) Delete: Part-time employee ratio.

2. Present contract language on 6th day overtime: shall not apply to employees who work less than 4 hours per day.

3. Holiday Qualification Language: Per Er. #5, as modified to require 30 "calendar" days rather than "working" days.

4. Union Label: Delete from contract.

5. Holidays: Agree to double-time for all holidays worked.

6. Tip Credit: Employers agree to drop if Union would agree to following wage proposal:

7. Wages: Eff. 5/16/78: increase all classifications 25¢ per hr.
   Eff. 5/16/79: increase all classifications 20¢ per hr.
   Eff. 5/16/80: increase all classifications 20¢ per hr.
   Total ...................... 65¢ per hr.

8. Term: Three-year agreement.
Mrs. Clela G. Sullivan  
Financial Secretary-Treasurer  
Culinary and Miscellaneous Employees' Union, Local No. 457  
125 West Granite Street  
Butte, Montana 59701

Re: Waitresses and Cooks' Contract

Dear Mrs. Sullivan:

On behalf of the Employer-Members of the Silver Bow Employers' Association (Culinary Division), we hereby submit the following Counterproposals which the Employers desire to incorporate into a new labor agreement. The Employers' proposals are as follows:

EMPLOYERS' PROPOSALS

1. **ARTICLE II - JURISDICTION OF UNION**

   (a) Add a new paragraph to provide that all part-time employees under the age of eighteen (18) years shall not be required to join the Union.

   (b) Provide that all sons or daughters of owners or operators of restaurants, who are college students and still dependent upon their families, shall not be required to join the Union even if they are over the age of eighteen (18) years.
2. **ARTICLE V - HOURS OF WORK**

   Eliminate in Paragraph (C) the reference to "or on the sixth (6th) consecutive day" as a requirement to pay one and one-half times the regular scale.

3. **ARTICLE VII - PART-TIME EMPLOYEES**

   (a) Eliminate the ratio of part-time employees under Paragraph (A)(1).

   (b) Part-time student employees shall receive a minimum of two (2) hours' wages based upon a wage scale which is based upon the standard wage set forth in Exhibit B. Delete premium scale for part-time student employees.

4. **ARTICLE VIII - BEGINNER EMPLOYEES**

   Eliminate the ratio of beginners to experienced employees found in Paragraph (C) of this Article.

5. **ARTICLE XI - HOLIDAYS**

   Add a new paragraph to this Article to read as follows:

   "Employees shall be qualified to receive pay for holidays under this Article if they have completed thirty (30) working days of continuous employment immediately preceding the holiday. Continuous employment as used in this Paragraph shall mean being on the payroll at the beginning of said period and continuing thereon throughout such period of thirty (30) days; provided, further, that qualification during this period cannot be acquired in a leave of absence or layoff status. No employee shall receive holiday pay while on strike against the Employer."
6. **ARTICLE XII - VACATIONS**

Add a new paragraph to read as follows:

"No vacation shall be deemed earned or accrued until all of the foregoing conditions for accrual or earning have been completed. No vacation credits shall be deemed to have been accrued or earned if the employee is discharged for dishonesty, or if the employee has quit the Employer without giving ten (10) days' notice in advance of the quit."

7. **ARTICLE XII - VACATIONS**

Require one (1) full year of employment before accrual of vacation.

8. **ARTICLE XII - VACATIONS**

Add a new paragraph to read as follows:

"If a holiday falls during an employee's vacation, the employee shall be given an additional day off with pay, or pay in lieu thereof, as determined by the Employer."

9. **ARTICLE XII - VACATIONS**

Add a new paragraph to read as follows:

"Employees may not take more than two (2) weeks of vacation consecutively, unless initially agreed to by the Employer and the employee. Additional weeks of vacation to which an employee is entitled shall be scheduled at a time mutually convenient to the Employer and the employee."

10. **ARTICLE XIV - DEFINITIONS OF WORK DUTIES**

Open to discuss. Also, the Employers propose:

(a) Eliminate bucket employee; out
Mrs. Clela G. Sullivan  
April 10, 1978  

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(b) Eliminate dispenser employee;  
(c) Clarify or eliminate any other categories that are no longer relevant.

11. ARTICLE XIV - DEFINITIONS OF WORK DUTIES

Section 3:
(a) Delete "Transportation to their homes must be furnished by operators at the termination of their shift," which is found in Subparagraph (A).
(b) Eliminate Paragraph (C) of this Section in its entirety.

12. ARTICLE XVII - GENERAL

Eliminate Paragraph (E) in its entirety (Union Label).

13. ARTICLE XVII - GENERAL

Add a new paragraph to this Article to read as follows:

"The parties agree and recognize that Federal and State laws and Employer Affirmative Action programs may conflict with provisions of this contract. Where such conflict exists, such laws and programs shall supersede and prevail."

14. TIP CREDIT

Add a new Article to the Agreement to provide that tips shall be applied to wages, as a credit up to 50% of the base wage scale.

15. PRODUCTIVITY

Add a new Article to the Agreement to read as follows:

"Whenever an Employer has employed persons in all classifications, but one of the employee's
duties are such that he or she is available to assist a worker in another classification, then said employee shall be allowed to render assistance to employees in those other classifications, if the exigencies of the business necessitate such assistance."

16. SEX

Delete all references throughout the Agreement which refer to "girls," "ladies," "women," and the like, and change all pronouns to impersonal pronouns.

17. EQUALITY OF OPPORTUNITY

Add a new Article to the contract to read as follows:

"Should the Union at any time hereafter enter into an agreement covering any food business similar to those food businesses covered by this Agreement and operating within the geographical area covered by this Agreement, with terms and conditions more advantageous to such business, or should the Union, in the case of any business covered by this Agreement, countenance a course of conduct by such business enabling it to operate under more advantageous terms or conditions than provided for in this Agreement, then the Employers who are party to this Agreement shall be privileged to adopt such advantageous terms and conditions, provided that the Employer has sent written notice to the Union calling the matter to its attention."

18. OTHER PROPOSALS

The Employer reserves the right to add other proposals to these counterproposals during negotiations.
Mrs. Clela G. Sullivan
April 10, 1978

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We are prepared to meet with your negotiating committee at a
time mutually convenient to the respective committees.

Very sincerely yours,

POORE, MCKENZIE, ROTH,
ROBISCHON & ROBINSON, P.C.

By [Signature]
Donald C. Robinson

DCR: cw

cc: Employer-Members
# LABOR AGREEMENT

BETWEEN

CULINARY AND MISCELLANEOUS EMPLOYEES UNION
Local No. 457

AND

SILVER BOW EMPLOYERS' ASSOCIATION

-Culinary Division-

Term: May 15, 1975 to May 14, 1978

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April 14, 1978

TO: Mrs. Clela G. Sullivan  
Financial Secretary Treasurer  
Culinary and Miscellaneous Employees' Union, Local No. 457  
125 West Granite Street  
Butte, Mt. 59701

FROM: Butte Country Club  
    Leon Ostrowski, Manager  
P.O. Box 3465  
Butte, Mt. 59701

RE: Waitresses and Cooks' Contract

---

PROPOSALS

1. **ARTICLE VII - JURISDICTION OF UNION**

   (a) Add a new paragraph to provide that all part-time employees under the age of eighteen (18) years shall not be required to join the Union.

   (b) Provide that all sons or daughters of owners or operators of restaurants, who are college students and still dependent upon their families, shall not be required to join the Union even if they are over the age of eighteen (18) years.

2. **ARTICLE V - HOURS OF WORK**

   Eliminate in Paragraph (c) the reference to "or on the sixth (6th) consecutive day" as a requirement to pay one and one-half times the regular scale.

3. **ARTICLE VI - WAGES**

   (a) The Butte Country Club will propose 12¢ per hour raise each year for two (2) consecutive years.

4. **ARTICLE VI - WAGES**

   Add a new paragraph to this article to read as follows:

   "Any employee scheduled for an eight (8) hour shift, must work..."
said shift. Leaving without permission from Management will cause said employee to be paid for only hours worked."

5. **ARTICLE VII - PART-TIME EMPLOYEES**

(a) Eliminate the ratio of part-time employees under Paragraph (A) (1).

(b) Part-time student employees shall receive a minimum of two (2) hours' wages based upon a wage scale which is based upon the standard wage set forth in Exhibit B. Delete premium scale for part-time student employees.

6. **ARTICLE VIII - BEGINNER EMPLOYEES**

Eliminate the ratio of beginners to experienced employees found in Paragraph (C) of this Article.

7. **ARTICLE IX - CLASS "B" COOK: NIGHT CLUBS AND TAVERNS**

Add the following:

**CLASS "B" COOK: PRIVATE CLUBS**

(a) Full time employees are said employees who work a minimum of twenty (20) hours in one week.

(b) A four (4) hour shift constitutes a full eight (8) hour shift in concern to profit-making organizations.

(c) Any employee working a four (4) hour shift will be paid for said 4-hour shift at regular wage. Any hours worked after the four (4) hours will be paid an eight (8) hour shift at regular hourly wage scale.

8. **ARTICLE XI - HOLIDAYS**

Add a new paragraph to this Article to read as follows:

"Employees shall be qualified to receive pay for holidays under this Article if they have completed thirty (30) working days of continuous employment immediately preceding the holiday. Continuous employment as used in this Paragraph shall mean being on the payroll at the beginning of said period and continuing thereon throughout such period of thirty (30) days; provided, further, that qualification during this
period cannot be acquired in a leave of absence or layoff status. No employee shall receive holiday pay while on strike against the Employer."

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(b) Eliminate dispenser employee;
Mrs. Clela G. Sullivan  
April 14, 1978

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21. **OTHER PROPOSALS**

The Butte Country Club reserves the right to add other proposals to these counter-proposals during negotiations.

The Butte Country Club is prepared to meet with your negotiating committee at a time mutually convenient to the respective committees.

Sincerely,

Leon Ostrowski, Manager
Butte Country Club

LO/rjp
cc: Robert D. Corette; Mario Micone
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**SUPPLEMENT "A" -- EMPLOYER-MEMBERS OF SILVER BOW EMPLOYERS ASSOCIATION, Culinary Division**

**SUPPLEMENT "B" -- WAGES**
AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of May, 1975, at Butte, Montana, by and between the SILVER BOW EMPLOYERS' ASSOCIATION, for and on behalf of the members of its Restaurant Division, listed in Exhibit "A" attached hereeto, hereinafter referred to both singularly and collectively as "Employer," and the CULINARY AND MISCELLANEOUS EMPLOYEES' UNION, Local No. 457, affiliated with the Silver Bow Trades and Labor Council, the Montana State AFL-CIO, and the Hotel and Restaurant Employees and Bartenders International Union, hereinafter referred to as "Union."

WITNESSETH:

WHEREAS, the parties hereto have reached an agreement concerning standards of hours of labor, scale of wages and other terms and conditions of employment as a result of collective bargaining and for the purpose of facilitating the peaceful adjustment of conditions that may arise from time to time and to promote harmony and efficiency to the end that the Employer, the Union and the general public may mutually benefit;

NOW, THEREFORE, in consideration of the premises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto, as follows:

ARTICLE I

RESPONSIBILITY

It is understood and agreed that in the negotiation and administration of this agreement, Silver Bow Employers' Association, a Montana corporation, has acted only as an agent of its employer-members and in no event shall it be bound as principal hereunder or be liable in any manner for any breach hereof. The liability of the employer-members for their individual act is and shall be several and not joint. The exclusion of Silver Bow Employers' Association hereunder is not intended to act as a bar to any proceedings which might be instituted against it under any of the provisions of the Labor-Management Relations Act of 1947, as amended, by reason of which it might have joint liability with the employers.

ARTICLE II

JURISDICTION OF THE UNION

(A) The Union shall have exclusive jurisdiction over all employees traditionally and historically belonging to the bargaining unit, who are engaged in the preparation of food and
food beverages, excepting, however: (1) All managers and supervisors; and (2) All proprietors or members of a partnership consisting of not more than two partners who own a food and beverage establishment, and the members of his or their immediate families.

(B) A manager or supervisor shall include any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. Any supervisor or manager, as defined herein, who uses the tools of the trade will be required to join the Union, except that if the supervisor or manager who uses the tools of the trade has authority to negotiate and enter into labor contracts, and exercises full and independent judgment over the entire operation of the business, on behalf of absentee or inactive owners of the business, then such supervisor or manager shall not be required to join the Union. This provision shall apply only to a manager and an assistant manager.

(C) Immediate family shall include the owner or partner, his or their spouse(s) and any children of his or their family under the age of eighteen (18) years.

ARTICLE III
UNION SECURITY

(A) The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees performing work covered by this Agreement. All such employees shall be required, within 31 days after (1) the date of their employment by any employer constituting a portion of the multi-employer bargaining unit created by this Agreement; or (2) the effective date of this Agreement, or (3) the date of execution of this Agreement, whichever date is latest, to become and remain members in good standing in the Union.

(B) All employees shall be offered membership in the Union upon the same, equal terms and conditions offered to any other member or prospective member in the bargaining unit.

(C) It is understood that the failure of compliance of the Union Security provisions of this Article relates solely to dues and fees uniformly and periodically required of the employees.

(D) The Union shall hold an Employer harmless for any expenses, fees, judgments, attorneys fees, and all amounts whatsoever that the Employer might incur as a result of the discharge of any employee whose discharge was requested by the Union under this Article.

(E) Upon written notice from the Union, a copy of which shall go to the employee, that any employee has failed to
tender initiation and membership dues to the Union, as herein above provided, the Employer shall within 72 hours of such notice discharge said employee if during that time the employee has not tendered the dues or fees causing his delinquency. The Union shall immediately notify the Employer, and later confirm by letter, whenever such an employee has tendered the dues or fees that caused the delinquency.

ARTICLE IV
EMPLOYMENT AND HIRING

(A) Employer agrees to employ persons for any work under the jurisdiction of the Union through an employment office which the Union undertakes to operate. If the Union is unable to supply employees satisfactory to the Employer, then the Employer may employ any person it so desires, and provided further that the Employer, within ten (10) days, notifies the Union of name, address and date of employment of any such employee.

(B) The employment facilities of the Union employment office shall be made available to all persons regardless of whether they are members of the Union or not, and in operating such employment office and in making referrals to the Employer the Union will not discriminate against, restrain or coerce any persons because of non-membership in the Union, and further, the operation of said employment office and the making of said referrals shall not be based on, or in any way affected by Union membership by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.

(C) A registration list shall be maintained as a part of said employment office and the names of all job applicants seeking employment through the employment office shall be added to said list in order of registration and without discrimination; job applicants shall notify the employment office at least once in each seven (7) days of their availability for work in order to maintain their names on said list. In referral of job applicants to the Employer, the Union employment office shall make referrals from said list in the following order: (1) Any job applicant requested by the Employer; (2) Job applicants with experience in the particular job classification listed in Supplement "B"; (3) In the order of their registration, all other applicants.

(D) The Employer retains the right to reject any job applicant referred by the employment office and/or the Union and the Employer reserves the right to be the sole judge of the competency of its employees.

(E) The Employer and the Union shall post in places where notices to employees and applicants for employment are customarily posted, all provisions of Section (A) of this Article, together with the business address and business hours of the Union employment office.
ARTICLE V

HOURS OF WORK

(A) Calendar week, as used in this Article, shall mean the period commencing at 12:01 A.M. on Sunday and ending at 12:00 midnight on the following Saturday.

(B) Forty (40) hours consisting of five (5) eight (8) hour days within a calendar week shall constitute a week's work.

(C) All work performed in excess of eight (8) hours in any one day, or forty (40) hours in any one calendar week shall be paid for at the rate of one and one-half (1 1/2) times the regular scale. All work performed in excess of five (5) days within a spread of any seven (7) days, or on the sixth (6th) consecutive day, whether in one calendar week or not shall be paid for at the rate of one and one-half (1 1/2) times the regular scale, except for banquet employees, whose working provisions are covered under Article XIV.

(D) No employee shall work more than six (6) consecutive days without a day off.

(E) Daily hours of employment shall be consecutive except in cases where a so-called "split-shift" is used. In the event a "split-shift" is used, six (6) hours shall constitute a day's work and it shall not extend beyond the limits of any twelve (12) hour period.

(F) No employee shall work more than eight (8) hours in any one day, except in case of an emergency.

(G) No employee shall work in excess of six (6) working hours on a "split-shift" except in case of emergency, in which case any time worked over six (6) hours shall be paid at one and one-half (1 1/2) times the hourly rate applicable for the six (6) hour period.

ARTICLE VI

WAGES

The minimum regular wage scale for employees covered by this Agreement is set forth in Supplement "B" attached to this agreement. Nothing herein is to be construed as a guarantee of work or a minimum wage payment. Employees shall be paid for the hours worked at the hourly rates set forth therein. The enumeration of a daily wage scale as set forth in the supplement attached hereto is merely to compute the daily wage scale for those employees who work eight (8) hours in any one day, and the enumeration of a weekly wage scale as set forth therein is merely to compute the weekly wage scale for those employees who work forty (40) hours in any one work week.
ARTICLE VII

PART-TIME EMPLOYEES

(A) A part-time employee is one who is hired to work less than eight (8) hours or is a banquet employee. The Employer shall be permitted to employ part-time waitresses and kitchen employees on the following basis:

(1) One (1) part-time employee shall be permitted where two (2) regular employees are maintained.

(2) Two (2) part-time employees shall be permitted where four (4) regular employees are maintained, and one (1) additional part-time employee shall be permitted for each additional two (2) employees.

(B) Part-time employees shall be guaranteed a minimum of two (2) hours' wages based on a wage scale of the following rates:

$2.70 per hour (May 15, 1975 - May 14, 1976)
2.88 per hour (May 15, 1976 - May 14, 1977)

Said wage scale shall apply through six (6) consecutive hours of work; all work performed over six (6) hours shall be paid for at the regular daily wage scale as set forth in Article VI and Supplement "B".

ARTICLE VIII

BEGINNER EMPLOYEES

Classifications for beginning employees in Dishwasher, Pantry Employee, Waitress, and Yard Employee shall be governed by the following:

(A) The beginning employee's rate will be in effect only during the first sixty (60) calendar days of employment.

(B) An employee who has prior experience in the classification at which he is hired shall receive thirtieth (30) days credit on the classification, in which case he shall remain in the beginner's classification for thirty (30) days only.

(C) There shall be no more than one (1) beginner employee hired for each two experienced employees in that classification.

ARTICLE IX

CLASS "B" COOK: NIGHT CLUBS AND TAVERNS

The following provisions shall govern the rules for establishing eligibility ratings for Class "A" and Class "B" Cooks in Night Clubs and Taverns:
(A) Class "A" Cook shall be able to handle all cooking duties: fry work, sauces, soups, roasts and preparation of a full meal; also to be competent to take charge of kitchen operations during the absence of the supervisor.

(B) Class "B" Cook (as experienced in quick-food houses) may be employed in Class A houses at Class B wages, to enable him to become more experienced in cook's duties. The following will apply as to the eligibility ratings of cooks:

1. Class B Cooks to be eligible, after a minimum of six (6) months of service to apply for a Class A rating.

2. Management may recommend for Class A rating, if it feels the employee is qualified for the same.

3. Employee may apply through the Union (if not recommended by employer) for Class A rating.

4. Rating is to be made from results of an examination, given and conducted by one manager, one union representative, and three qualified cooks.

5. Examination shall be held every six (6) months on record dates agreed upon by the management and union. The Employer may dismiss any employee classified as Class A if it is apparent that said employee does not have sufficient experience to properly handle the job. The Employer may also retain an employee at Class B wages if agreeable with the employee in question.

Class B cooks may be used on the shift the same as Class A cooks if the proper allowance is being made for their experience. There shall be no more than one Class B cook per shift in each establishment.

ARTICLE X

APPRENTICES

(A) APPRENTICESHIP PROGRAM:

In order that an adequate supply of competent and skilled waiters, waitresses, and cooks shall be available at all times, it is agreed between the parties hereto that an apprenticeship training program will be established. A Joint Apprenticeship Committee composed of two members of the Union and two members of the Employers shall be formed. It shall devise ways and means for the proper education, training and encouragement of apprentices. The Joint Apprenticeship Committee shall maintain the standards of apprenticeship and the same shall be registered with the Montana State Apprenticeship Council. Both parties agree to recognize the full authority of the Joint Apprenticeship Committee on all matters which pertain to the employment, training and advancement of apprentices. Only those employers approved by the Joint Apprenticeship
Council will be eligible to train an apprentice. The apprenticeship program will be in conformity with approved standards of state and federal laws.

(B) APPRENTICE CLASSIFICATION AND WAGES:

1. Apprentice Cook

<table>
<thead>
<tr>
<th>Experience</th>
<th>Effective Date for Hourly Pay Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st 6 mos. (65%)</td>
<td>5/15/75 5/15/76 5/15/77</td>
</tr>
<tr>
<td>Cook Apprentice</td>
<td>$2.35    $2.47    $2.57</td>
</tr>
<tr>
<td>2nd 6 mos. (70%)</td>
<td>2.53     2.66     2.77</td>
</tr>
<tr>
<td>3rd 6 mos. (75%)</td>
<td>2.71     2.85     2.97</td>
</tr>
<tr>
<td>4th 6 mos. (80%)</td>
<td>2.90     3.04     3.17</td>
</tr>
</tbody>
</table>

(Percentages are of the Journeyman Fry Cook (Class "A") rate.)

After serving two (2) years as an apprentice-cook the Apprentice Cook shall, after having received approval from the Apprenticeship Council, become a Fry Cook.

C. WORKING CONDITIONS:

1. Apprentices shall come under the jurisdiction of the Union as set forth in Article 1 of this Agreement.

2. Apprentice cooks shall not wash pots and pans more than two (2) hours on any one day and shall not be required to do cleaning except to clean equipment such as saws, slicers, and the like.

D. APPRENTICE RATIO:

There is to be no more than one such apprentice cook in any one eating establishment on each shift, and at no time is this employee to work behind the range without being under the guidance of a member of the Union.
ARTICLE XI

HOLIDAYS

All regular employees shall be paid at the regular daily wage scale as set forth in Article VI for the following holidays not worked:

New Year's Day
Easter Sunday
Mother's Day
Memorial Day
4th of July Day
Labor Day
Thanksgiving Day
Christmas Day

subject, however to the following terms and conditions:

(A) When any of the holidays set forth in this Article falls on Sunday, with the exception of Easter Sunday and Mother's Day, the following Monday shall be considered the holiday except in those establishments which are regularly closed on Monday. Easter Sunday and Mother's Day shall be observed on Sunday in any case.

(D) If an employee would be regularly scheduled to work on a day which is observed as a holiday and the Employer closes, the employee shall be paid straight time for the day observed as a holiday not worked, provided he otherwise qualifies for holiday pay.

(C) If any of the above holidays falls within a regular employee's vacation, the regular employee shall be entitled to compensation under this Article.

(D) All regular employees shall work a minimum of three (3) regular shifts within the week a paid holiday falls to be eligible for compensation under this Article, provided, however, that any employee or extra employee who is otherwise eligible for compensation for the holiday shall be required to be on the Employer's payroll on the day of the holiday before receiving holiday pay compensation, unless the termination was made by the Employer.

(E) Work performed on the following holidays shall be paid at the rate of one and one-half (1 1/2) times the regular daily wage scale as set forth in Article VI and Supplement B:

Memorial Day
Labor Day
Christmas Day
(F) Work performed on the following holidays shall be paid at the rate of two (2) times the regular wage scale as set forth in Article VI and Supplement B:
Easter Sunday
Mother's Day
New Year's Day
Thanksgiving Day
Fourth of July Day

(G) Regular employees shall not be replaced by temporary employees to avoid payment of the holiday compensation.

(H) If any of the above-enumerated holidays falls on Tuesday through Friday of the work week, but because of Federal or State law the holiday is celebrated on the Monday preceding the holiday, then the date the holiday is celebrated pursuant to Federal or State law shall be the holiday observed under this Article, and the actual date of the holiday shall not be considered as a holiday for the purposes set forth in this Article.

(I) Employees who work in establishments that are normally closed for business on Sundays shall not receive holiday pay for Mother's Day or Easter Sunday, but instead shall receive in lieu thereof Washington's Birthday and their birthday as holidays under this Article.

(J) Employees who do not report for work for a scheduled holiday shift without giving twelve (12) hours' notice to the Employer shall be subject to immediate discharge and shall forfeit any holiday pay.

(K) Holiday pay shall be claimed within fifteen (15) days after discharge or quit, or be forever waived.

ARTICLE XII

VACATIONS

(A) Each and every employee covered by this Agreement and who has been on the payroll of the Employer for a period of one (1) year and has worked a minimum of one hundred fifty-six (156) days in that year, shall be allowed one (1) week's vacation with pay, and any employee who has worked one hundred and fifty-six (156) days in each of three (3) consecutive calendar years for the same Employer shall receive two (2) weeks' vacation with pay. Any employee who has been employed by the same Employer for ten (10) consecutive years and has worked one hundred and fifty-six (156) days in the year shall receive three (3) weeks' vacation with pay.

(B) The amount of the vacation pay shall be equal to the average weekly earnings in wages over a period of one (10) year immediately preceding the vacation.

(C) Employees entitled to a vacation period shall receive the vacation in accordance with schedules to be prepared
by the Employer, having regard to the expressed desires of the employees, length of service, spreading the vacation period to the best interests of the Employer. No employee shall begin a vacation unless the dates of beginning and end of the vacation have been expressly approved by the Employer.

(D) Employees retained in employment, after a change in ownership of any firm or establishment, shall not lose their accumulated vacation rights.

(E) Employment with the same Employer after a period of ten (10) months from date of employment shall be on an accrued basis, that is, employees shall accrue one-half (1/2) day of vacation credit at the end of each month of employment, to a maximum of five (5) days, providing said employee has worked a minimum of fourteen (14) days in that month, after said ten (10) months. Employment with the same Employer after a period of three (3) consecutive calendar years shall also be on an accrued basis, that is, employees shall then accrue one (1) day of vacation credit at the end of each month of employment, to a maximum of ten (10) days, providing said employee has worked a minimum of fourteen (14) days in each month of the three (3) consecutive calendar years. Employment with the same Employer after a period of ten (10) consecutive calendar years shall also be on an accrued basis, that is, employees shall then accrue one and one-half (1 1/2) days vacation credit at the end of each month of employment, to a maximum of fifteen (15) days, providing said employee has worked a minimum of fourteen (14) days in that month, after said ten (10) consecutive calendar years. In the event an employee's employment is terminated after ten (10) months from date of continuous employment, then said employee shall receive vacation pay equal to the number of accrued days of said vacation credit at the employee's wage scale. It is understood that an employee may only claim pay for accrued days of vacation credit at the time of termination of employment. It is further understood that all pay for accrued days vacation credit shall be included in an employee's last pay check on termination of employment. The accrued vacation shall be paid on the basis of one-half (1/2) day for each month worked up to a maximum of five (5) days.

(F) Vacation pay must be claimed within fifteen (15) days after discharge or quit, or be forever waived.

(G) It is agreed that vacation pay shall be paid in advance of the vacation, if so requested by the employee no later than the end of the last full pay period prior to the vacation. No partial advances will be made.

ARTICLE XIII

BUSINESS AGENT

The Business Agent of the Union or designated representatives shall be permitted to make reasonable visits with members of the Union during business hours. Said business representa-
tives or committees shall advise the manager or supervisor of the employee of such visits. No visit shall be conducted if the employee is engaged in waiting upon a customer. All such visits shall be conducted with decorum so as not to interfere with the customers or other employees working nearby.

**ARTICLE XIV**

**DEFINITIONS OF WORK DUTIES**

The definitions covering working practices, conditions, and duties of employees under this Agreement are as follows:

**SECTION 1: CAPES, RESTAURANTS, DRIVE-INS AND TAKE-OUT FOODS:**

**COOK:** Shall do anything pertaining to cooking and preparing foods; may dish up same, wash vegetables and rinse out pots and pans.

**PASTRY COOK:** An employee who is actively engaged in the preparation and cooking of bread, rolls, pastry, pies, desserts and confections for service to customers upon the premises. This employee shall also be permitted to perform any duties of a cook.

**QUICK-FOOD SERVICE EMPLOYEE:** This Fry Cook (Class "B") employee, for Hamburger Drive-In, Drug Store, Soda Fountain, Lunch Counter and Grill, shall cook in said establishments but shall not cook fish, steak, chops or sandwiches or roast or soups, sauces or gravies.

**COOK-COUNTER EMPLOYEE:** This Cook-Counter (Class "C") employee for cooking hamburgers, pizzas, hot dogs, and the like, shall not cut, cook or serve roasts, chickens, or fish steaks or grill foods other than hamburgers, hotdogs, and the like. This employee may serve food and beverages to his immediate station, but shall not do general cleaning or sweeping other than involved with items spilled in the course of his work. This employee shall also be allowed to work as cashier if the register is located in the work area or adjacent to the cook’s work area.

**COOK’S HELPER:** Shall perform any duties to aid, help or assist a regular cook in her work. She may also assist in pantry work or any other duties pertaining to the preparation of foods. This classification may not be used except where one or more cooks are regularly employed.

**WAITRESS:** Shall serve any prepared food, prepare and serve beverages, render fountain service provided she does not leave her station, and make coffee. She shall keep her station clean, removing soiled ware, keep outside of creamers, sugar bowls, water pitchers, etc.; clean and filled, and keep her station supplied with linen, china, glassware, silver, etc. Shall dish up and serve such items as toast, cereals, pie, cake, ice cream, soup, desserts and prepared salads; shall cut butter where a pantry woman is not employed; may sweep or va-
Cuuu her station, carry clean dishes from the kitchen to the
dining area, remove dirty dishes from the dining area to the
kitchen and unload soiled dishes.

COCKTAIL WAITRESS: Shall serve cocktails in a tavern, night-
club or supper club.

COUNTER WAITRESS: Shall wait on customers at the counter.

TABLE WAITRESS: Shall wait on customers seated at tables.

COOK-WAITRESS: Shall be permitted in establishments offering
service where menu items are prepared on cooking or steam
table equipment installed behind or adjacent to the serving
area. This employee may prepare such orders, plate them on
the service dishes and serve them to the customers.

CASHIER: Shall take cash, keep necessary records, sell mer-
chandise, seat the customers and give menus, type menus, keep
her station clean, and may give refills of coffee.

CASHIER-HOSTESS: Shall take cash, keep necessary records, sell
merchandise, seat the customers and give menus, type menus,
keep her station clean, and may give refills of coffee. In
supper clubs, the Cashier-Hostess may in addition to the fore-
going take orders in the cocktail lounge for food, which food
order shall be transmitted to the dining room waitress.

DISH WASHER: Shall scrape and wash dishes, pots and pans,
clean vegetables and mop floors, and shall not be required to
carry excessively heavy supplies. Dish washers in snack bars
and carry-out food shops shall be allowed to assist waitresses
or cook-waitresses.

PANTRY EMPLOYEE: Shall make salads, sandwiches, dish up des-
serts, prepare cold plates, make toast, clean and prepare
fruits, assist in preparing ingredients for dressing.

YARD EMPLOYEE: Shall clean fowl, vegetables and fruits and
assist dish washer, peel and cut potatoes and vegetables,
sweep and mop floors, but cannot assist in cooking, pantry
work or waitress work.

BUCKET EMPLOYEE: Duties shall be the same as the waitress.

BUS EMPLOYEE: Shall be allowed to set up tables, fold nap-
kings where linen is used, clear tables and take soiled dishes
and silverware to kitchen, bring clean dishes, silverware
and glassware from kitchen area to dining area, and may as-
sist waitresses where needed; however, may not take orders
for food or serve food.

SWAMPER: Shall bring up stores, including meat and vegetables,
dump garbage, and do any cleaning in the kitchen as far as the
swamper can reach with a ladder.

It is understood that any classification of waitress or
cocktail waitress may serve either food or beverages of any
nature, including alcoholic beverages.

"Station" is defined as the dining and service area.
SECTION 2: LUNCHEONETTE AND DELICATESSEN WORK

COUNTER EMPLOYEE OR STEAM TABLE EMPLOYEE: Can dish up and serve sliced meat and other prepared foods, can make and serve salads and sandwiches; provided, however, she cannot leave her station.

DISPENSER: Can take care of and keep her fountain clean, prepare fountain orders, and make syrups, but cannot serve orders or wash glassware.

COOK-WAITRESS: Can take an order from a customer at her immediate station, may serve such order to the customer, provided that no employee shall lose her employment for any work because of this subparagraph.

SECTION 3: TAVERN, NIGHT CLUB AND Supper club work

(A) The same definitions apply as to all classifications of restaurant workers. Transportation to their homes must be furnished by operators at the termination of their shift.

(B) Provided, further, however, anything herein contained to the contrary notwithstanding, no rule, regulation or definition covering practices or conditions whether established by local agreement or otherwise shall be imposed upon the Employer other than the rules, regulations and definitions hereinbefore specifically mentioned.

(C) When an employee is hired to work on an eight (8) hour shift and is capable of working and said employee is not allowed to work the eight (8) hour shift, the Employer shall pay the employee eight (8) hours' pay.

SECTION 4: Banquet Work

(1) Definitions:

(A) Banquet: Any group of thirty-five (35) persons or more previously arranging and planning to eat at the same time and place shall constitute a banquet.

(B) Party: A group of less than thirty-five (35) persons previously arranging and planning to eat at the same time and place.

(C) Buffet: A meal where the patron serves himself all food except for dessert and beverage.

(D) Club Service Meal: A meal at which all courses except the entrees are on the table before the patron is seated.

(E) Served Meal: A meal in which all courses are served employees after the patron is seated.
(2) Banquet Provisions

(A) Banquet and party waitresses may be hired for banquets without limitation by the number of regular employees of the Employer.

(B) One (1) waitress shall be required for each thirty-five (35) persons at a served meal.

(C) One (1) waitress shall be required for each fifty (50) persons at a buffet or club service meal.

(D) A waitress who serves a regular dinner banquet of thirty-five (35) persons may not be counted as one of the waitresses required to serve any other banquet in the eight (8) hour period, but may assist any other function if the proper number of waitresses are employed for the total number of patrons being served. This provision shall not apply, however, when a waitress serves a breakfast banquet and a luncheon banquet within an eight (8) hour period, in which case a waitress who serves a breakfast banquet and a luncheon banquet on the same day may be counted as one of the waitresses required to serve those banquets.

(E) A dishwasher hired for a banquet, special party or luncheon may perform any dishwasher's duties for a regular shift, provided she does not replace a regular dishwasher. A dishwasher may be hired for a banquet, special party or luncheon under the part-time provisions of Article VII of this Agreement.

(F) All work performed in excess of five (5) days within a calendar week shall be paid at the rate of one and one-half (1 1/2) times the regular banquet scale.

(G) Where catering is done outside of the Employer's premises, the wage scales and working rules applicable to the industry under Banquet Provisions shall be observed by the Employer.

(H) In cases of emergency, banquet waitresses after having completed a banquet function can be retained for additional hours at $3.13 per hour until May 15, 1976, when the hourly rate shall be $3.31 until May 15, 1977, when the hourly rate shall be $3.47.

ARTICLE XV

MEALS

(A) The Employer shall furnish a maximum of three (3) meals daily to each employee covered by this Agreement on days worked without charge to the employee. The Employer shall permit a maximum of thirty (30) minutes for each employee to secure and eat her meal when on shift and the Employer shall provide a clean and wholesome place where the employee may sit to enjoy each meal in comfort. While off shift the employees shall eat their meals at a mutually convenient time. The value of these meals shall be reported as gross earnings in accordance with the amended I.R.C. of
1954, and pursuant to interpretation thereof by the Office of the U.S. Treasury Department, Internal Revenue Service, District Director, Helena, Montana.

(B) The Employer shall allow employees to eat from the cashier bill furnished to the guests or customers of its establishment, provided that if the regular fare is exhausted, the Employer shall furnish the employees suitable meal or meals, provided further no Employer shall be required to have food prepared for employees' meals that is not available.

(C) The Employer shall allow employees who work a short shift of three (3) hours or less one meal without charge to the employee upon completion of the shift.

(D) Any employee working in establishments where no food is available shall receive One Dollar ($1.00) in lieu of meals in addition to the wage rate.

(E) It is expressly understood and agreed between the parties hereto that an employee who reports to the Employer's place of business prior to the start of a shift, or who stays over after the end of a shift, for the purpose of eating meals or any other personal business, does so voluntarily and for personal reasons, and shall not be compensated for the extra time that is voluntarily spent by the employee in such activity.

ARTICLE XVI
TERMINATION OF EMPLOYMENT

(A) Employees shall be notified twelve (12) hours before a shift is to begin if they are not to report to work that shift. An Employer who fails to give such timely notification shall pay the employee for the next regular shift whether such shift is worked or not worked.

(B) Employees laid off before the end of their shift, through no fault of their own, shall receive pay equal to eight (8) hours of work at the wage scale set forth in Article VI.

(C) Employees who do not report for work for their regular shift without giving twelve (12) hours notice to the Employer shall be subject to immediate discharge. If this occurs on a holiday, then the employee shall forfeit any holiday pay.

ARTICLE XVII
GENERAL

(A) The Union hereby agrees to enforce all of the provisions of this Agreement upon all Employers of its members.

(B) The Employer agrees not to engage, maintain or permit in any establishment more than two working partners who are not subject to the terms of this Agreement.
(C) Employees shall not be held responsible for accidental breakage of china, glassware or thermos bottles.

(D) When a special uniform is required, the Employer shall furnish and launder the uniform, unless it is of drip-dry material in which case the employee shall care for it herself. Cook’s uniform, consisting of a coat or shirt, trousers, hat, scarf and apron, but limited to two sets per week, shall be washed at the expense of the Employer.

(E) The Employer agrees to display the Union’s House Card in a conspicuous place, such card to be and remain the property of the Union, subject to recall on demand.

(F) No employee under the age of eighteen (18) years of age shall be allowed to handle or sell beer or liquor.

ARTICLE XVIII

CONTRACT MINIMUMS

No present employee shall suffer a reduction in hourly or daily rate of pay or a loss of any fringe benefits presently enjoyed due to the signing or operation of this Agreement. Nothing herein shall be construed to prevent the payment of wages in excess of the minimum wage scale as set forth in Article VI and Supplement B, it being understood that the Employer may place superior wages, hours, working conditions and other employee benefits in effect and may reduce the same to the minimums herein prescribed without the consent of the Union.

ARTICLE XIX

NO STRIKE – NO LOCKOUT

(A) The Union agrees it will not authorize, encourage, engage or participate in any strikes, slowdowns, work stoppages or picketing nor will the Employer engage in any lockout of employees during the life of this Agreement, or any renewal hereof; it being understood however, that if the provisions of Article XXIX (Term of Agreement) of this Agreement are complied with by either party and the parties are unable to agree on the terms of any renewal, then and only in that event, the Union shall have the right to engage in a lawful strike or the Employer may engage in any lawful action.

(B) In the event of the violation of the provisions of this section, the Union will promptly order its members to return to work and if the Union does so, the Employer will not hold the Union liable for unauthorized acts or activities of its members, provided that the Union immediately takes steps to remedy the situation.

(C) No violation of this Article shall be a matter for determination by the arbitration or grievance procedure of this contract.
All past practices are agreed to be set forth in this Agreement. Those not set forth in other parts of this contract are as follows:

(1) Waitresses or cooks shall not be required to wash walls or woodwork, except to clean splashed food no higher than they can reach, or to wash windows or restrooms.

(2) Waitresses shall clean the tables or counters, brush chairs or booths and clean up spilled food at their stations.

(3) Waitresses shall not scrape or stack dirty dishes except in a snack bar operation.

(4) Waitresses shall take service dishes from a buffet or smorgasbord to the cook and pantry worker to be refilled and return them to the tables with the exception of the main entrées. The Cook is responsible for these dishes. Where no pantry worker is employed, a waitress may fill service dishes with salad.

(5) The Cook shall be responsible for putting the food away when the steam table closes. The dishwasher shall wash the containers and return them to the steam table ready for the next day. The cook takes hot dishes to the kitchen. The waitress takes other dishes to the kitchen. The cook, cook’s helper or pantry employee is then responsible for putting food away.

(6) Dishwashers shall not wash walls or windows with the exception of the splash area on their work station.

(7) The cook is responsible for the care of the stove.

(8) A fountain employee must be employed where the fountain is separate from the counter.

(9) A supervisor shall not replace a regular employee for a full shift to hold station, except to relieve.

(10) Waitresses on banquet work shall not dish up.

(11) Two classifications of work must not be done in the same house on the day by any employee except the cook—waitress combination and snack bar employees in houses where these classifications are permitted.

(12) Employees are not permitted to work short shifts or on part-time hourly scale in taverns or night clubs.

(13) All personnel may be part-time except cooks and cooks’ helpers; provided, however, that Employers may be allowed to hire part-time cooks on an irregular basis only, in which case the part-time cooks shall receive a minimum of four (4) hours pay, at a premium rate of $.20 above the regul-
lar scale for cooks. Nothing herein shall be construed to allow a reduction of hours in regular full-time cooks by virtue of the Employer's hire of an irregular part-time cook.

(14) Cashiers shall not clear tables or do any part of a waitress's work except in snack bars.

(15) Cashiers may be employed on a part-time basis.

(16) Waitresses shall wrap sandwiches and other food articles for carry-out orders.

(17) Whenever an Employer has employed persons in all classifications, but one of the employee's duties are such that he or she is available to assist a worker in another classification, then said employee shall be allowed to render assistance to employees in other classifications in emergency situations.

(18) Only one meal shall be eaten during the period between the starting and finishing times of the shift, approximately midway in the shift. All other meals shall be eaten on the employee's own time.

ARTICLE XXI
DUTY TO BARGAIN

During the life of this contract, or any extension thereof, neither party shall be obligated to bargain collectively with respect to any matter unless specifically required to do so by the terms of this agreement.

ARTICLE XXII
MANAGEMENT RIGHTS

Nothing in this Agreement shall be deemed to limit or restrict the Employer in any way in the exercise of the customary functions of matters relative to the management, personnel and conduct of its business, including but not limited to the right to control the store and its operations, the methods of sales, general management of the store, care and use of its machinery and material, to hire, change methods or processes, install and utilize new equipment, grant merit increases, introduce new or improved practices and methods. The Employer shall direct its working forces, assign, transfer or lay off because of lack of work or other legitimate reasons, and may formulate reasonable rules and regulations and enforce such rules and regulations now in effect or which may hereafter be issued and posted. Nothing contained herein shall deprive an employee or the Union of their rights as provided by the Agreement.
ARTICLE XXIII

EMPLOYEES' PRODUCTIVITY

The Union recognizes that the Employer must produce and operate efficiently to be in a strong market position. The Union further recognizes that the Employer is therefore entitled to a fair day's work on the part of the members of the Union, and to this end it is recognized by the Union that the Employer is entitled to the co-operation of the employees in improving the productivity and efficiency of all aspects of the Employer's business, including improvement in production, elimination of waste and conservation of materials, supplies and equipment; improvement of the quality of workmanship and services to customers; elimination of loss and damage to merchandise; elimination of employee and customer dishonesty; and strengthened goodwill between the Employer and the public.

ARTICLE XXIV

CIVIL RIGHTS

The parties further agree that each will fully comply with all applicable laws, rules and regulations regarding discrimination against any applicant for employment or Union membership, or any employee or Union member because of such person's race, religion, color, national origin, age, or sex.

ARTICLE XXV

GRIEVANCE PROCEDURE

All misunderstandings and disputes between the Employer and the Union concerning any matter involving the interpretation of any provision of this Agreement, or any matter involving the breach of any provision of this Agreement, shall be subject to the following procedure:

(A) In the event that the matter cannot be settled to the satisfaction of the individuals involved, all claims or grievances shall be submitted in writing by either party hereto to the other within thirty (30) days of the time said claim or grievance is alleged to have occurred or be forever waived.

(B) If the Executive Secretary of the Employer and the Business Agent of the Union are unable to arrive at a satisfactory settlement within three (3) days from the date the claim or grievance is first submitted, the claim or grievance shall be referred to a joint committee of four (4) persons composed of an equal number of representatives from the Employer and the Union for settlement. In the event said joint committee does not reach a settlement within six (6) days, the claim or grievance shall be referred to a Board of Arbitration as set forth in Article XXVI.
(C) Holiday Pay and Vacation Pay must be claimed within fifteen (15) days after discharge or quit, or be forever waived.

ARTICLE XXVI

ARbitRATION PROCEDURE

(A) Any matter referred to arbitration shall be served in a written notice by either the Employer or the Union to the other; said written notice shall contain the names of the two (2) persons who shall serve as representatives of the referring party on a Board of Arbitration.

(B) Within three (3) days from receipt of the notice set forth in part (A) of this Article, the other party shall notify the referring party in writing of the names of two (2) persons who shall serve as representatives of the other party on a Board of Arbitration.

(C) The four (4) representatives selected by the Employer and the Union shall select a fifth disinterested person to act as chairman, and fifth member of the Board of Arbitration. In the event that a fifth disinterested person cannot be agreed upon within three (3) days from receipt of the notice set forth in part (B) of this Article, application shall be made by either party or both parties to Judge W.D. Murray or his successor, of the United States District Court for the District of Montana; if there is no successor to Judge Murray at the time of said application, then application shall be made to the remaining Judge on the bench of said Court, to furnish a list of five (5) disinterested persons willing to act, if selected, in the capacity of chairman and fifth member of the Board of Arbitration. The Employer and the Union shall each be required to delete two (2), a total of four (4), of the persons named by Judge Murray, or other judge as herein provided, within three (3) days from the date such list is submitted to both parties hereto. The remaining person on such list shall be automatically chosen to act as chairman and fifth member of the Board of Arbitration.

(D) The Board of Arbitration shall interpret and apply this Agreement only, to the matter in dispute; however, it shall not have the power or authority to supplement or abrogate this Agreement or to determine issues not presented for consideration.

(E) The decision of the majority of the Board of Arbitration, however constituted, shall be given within ten (10) days from the date said Board is constituted. Said decision shall be rendered in writing and shall be final and binding upon the parties hereto.

(F) The expense of the Board of Arbitration shall be borne equally by the parties hereto.

(G) The parties hereto agree that during the pendency of the arbitration proceedings herein provided for, or because of any decision rendered by the Board of Arbitration, no strike or lockout shall be instituted by either party to the dispute.
ARTICLE XXVII

SENIORITY AND DISCHARGE

(A) SENIORITY—The Employer and the Union agree that, merit and ability being equal, length of service shall govern in layoffs and rehiring. The Employer shall be the judge of the competency of his employees. Employees who have been laid off due to slackness of work will be given priority in employment in accordance with length of service. The Employer reserves the right to transfer employees as under the last Agreement. This clause shall not apply to any employees with less than six (6) months of service.

Seniorty shall be terminated by: (1) discharge for cause; (2) voluntary quit; (3) twelve (12) consecutive months of unemployment through layoff; (4) absence from work except for bona fide sickness or granted leave of absence. (In case of bona fide sickness, the Employer may demand a certification from a reputable physician after a period of thirty (30) days.); (5) failure to report for work after a layoff, within forty-eight (48) hours after the time of being notified; and (6) securing other employment during a leave of absence which may be granted by the Employer, unless mutually agreed upon between the Employer and the employee.

The Employer may divide the work equally between the regular employees in case of temporary slack of employment.

The provisions of this Section (A) of this Article shall not apply to members of an owner's immediate family.

(B) DISCHARGE—After six (6) months on the payroll, an employee may not be discharged except for just cause. Discharge shall be SUBJECT TO THE GRIEVANCE AND ARBITRATION PROVISIONS OF THIS AGREEMENT; but such grievances shall be filed within five (5) days after discharge or be forever waived.

ARTICLE XXVIII

LEGISLATION, JUDICIAL AND BOARD DECISIONS

It is the intent of the parties hereto to abide by all Federal and State laws covering the subject matter of this Agreement. However, in the event that any provision, or part thereof, herein contained be rendered or declared invalid or illegal by reason of any existing or subsequent enacted legislation, either Federal or State, or any order or decision of the National Labor Relations Board, or any decree or decision of any court of competent jurisdiction, such invalidation or such provision, or part thereof, shall not invalidate the remaining provisions or parts thereof herein; provided, however, that upon such invalidation the parties hereto agree to immediately meet and negotiate such invalidated provisions, or parts thereof; the remaining provisions, or parts thereof, shall remain in full force and effect. It is further agreed.
that in the event that the parties hereto are finally determined by the National Labor Relations Board, or any court of competent jurisdiction, to be covered by any Federal or State law, the parties hereto shall immediately comply with such orders, decrees or decisions of such board or court.

ARTICLE XXIX

TERM OF AGREEMENT

(A) This entire Agreement, including wage scales, except as herein provided, is effective on the 15th day of May, 1975, and shall continue in full force and effect for three (3) years until the 14th day of May, 1978, at which time it is automatically renewed and continued from year to year thereafter, unless written notice is given by either party hereto to the other, not less than sixty (60) days prior to its expiration date of the 14th day of May in any year after 1978, indicating that changes are desired in any or all of the provisions of this Agreement.

(B) The written notice, as provided for in Section (A) of this Article, shall contain the exact proposals desired to be written into a new Agreement.

(C) Counter-notice must be served in writing upon the opposite party not less than forth-five (45) days prior to expiration of this Agreement. Such notice and counter-notice shall be transmitted by certified, first-class, return receipt letter. Post marked date on the envelope is to be considered the date of receipt. The issues as framed by notice and counter-notice as herein specified shall be the only subjects open for discussion and agreement during any following negotiation, conciliation or hearing.

(D) Negotiation, conciliation or hearing on the issues as above specified must be commenced within ten (10) days from the receipt of counter-notice, if any, and if no counter-notice has been served, then within fifteen (15) days from the date of receipt of the original notice.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

CULINARY AND MISCELLANEOUS EMPLOYEES UNION, Local 457

Clara Dean Lewis
President
Margaret K. Harrington
Financial Secretary

SILVER BOW EMPLOYERS' ASSOCIATION

Donald C. Robinson
Counsel

Val Webster
Business Agent
1. A & W Family Restaurants
   2320 Amherst Street
   Butte, MT  59701

2. Butte Country Club
   P.O. Box 3465
   Butte, MT  59701

3. Finlen Hotel & Motor Inn
   Broadway & Wyoming Streets
   Butte, MT  59701

4. John's Sandwich Shop
   8 W. Mercury/2400 Harrison
   Butte, MT  59701

5. Lydia's
   Five Mile
   Butte, MT  59701

6. Martha's Cafe
   815 East Front Street
   Butte, MT  59701

7. Ramada Inn
   2900 Harrison Avenue
   Butte, MT  59701

8. Terri's Cafe
   2503 Harrison Avenue
   Butte, MT  59701

9. Truzzolino's Foods
   104 N. Parkmont
   Industrial Park
   Butte, MT  59701

10. Village Inn Pizza Parlor
    3500 Harrison Avenue
    Butte, MT  59701

11. War Bonnet Inn
    2100 Cornell Avenue
    Butte, MT  59701
### SUPPLEMENT "B"

#### WAGES

**A. REGULAR EMPLOYEES (40 Hour Basic Work Week)**

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
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<th>5/15/76</th>
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**Note:** Hourly, Daily, and Weekly wages are provided for each classification.
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<td>Bus Employee</td>
<td>2.39</td>
<td>19.12</td>
<td>95.60</td>
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</tbody>
</table>

**B. BANQUETS**

Wage rates for banquet and/or ball suppers:

(One Waitress for each thirty-five (35) customers or less)

Effective 5/15/75 $20.26
5/15/76 21.70
5/15/77 22.98

**Steady Employees Used at Banquets During Shift, Hourly Rate for Hours Worked During Banquet:**

Effective 5/15/75 $ 3.60
5/15/76 3.94
5/15/77 3.94

**C. APPRENTICES**

See Article X.
PROPOSALS SUBMITTED BY CAFETERIA AND HOT LUNCH EMPLOYEES

WAGES: - Increase of one dollar (1.00) per hour for all classifications of workers.

HEALTH AND WELFARE: - Add a Dental and Vision Plan.

HOLIDAYS: - Add to Holidays given with pay - Friday during Teachers Conventions; Veterans Day.

WORKING RULES: - Add to - Provisions will be made to insure that the ladies do not have to carry excessive weights - nor be required to put up or take down lunch tables.

TERM OF AGREEMENT: - A one year Contract.

[Signature] 7/18/79

PROPOSALS SUBMITTED BY JANITRESSES

WAGES: - ARTICLE V - Increase of fifty cents (.50¢) per hour. 36/hi

HEALTH AND WELFARE - ARTICLE VII - Add a dental and vision plan. They further ask that any raise in their Insurance Plan is to be picked up by the School District. 5,18 dental

HOLIDAYS: - Add to Holidays given with pay - Thursday and Friday during Teachers Conventions and Christmas Eve.

WORKING RULES: - ARTICLE XI - Add #7. Janitresses shall not wash dishes, cups, etc... reject teachers - see it internally.

TERM OF AGREEMENT: - ARTICLE XIII - A one year Contract.

The Union reserves the right to bring to the negotiating table discussion pertaining to working supplies.

[Signature] 7/18/79

With 2 additional holidays.

Possibility of 2yr contract (60% only year 1, 90% thereafter) (additional after 50) last year.