# Labor Agreement

**Between**

**Culinary & Miscellaneous Employees Union, Local 457**

- Janitresses and Elevator Girls' Division -

**And**

**Silver Bow Employers' Association**

**Term:** June 15, 1974 to June 14, 1976

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AGREEMENT

THIS AGREEMENT, Made and entered into this ______ day of August, 1974, at Butte, Montana, by and between the SILVER BOW EMPLOYERS' ASSOCIATION, for an on behalf of its members, employing Janitresses and Elevator Girls, hereinafter referred to both singularly and collectively as "Employer", and the CULINARY & MISCELLANEOUS EMPLOYEES UNION, LOCAL NO. 457, affiliated with the Silver Bow Trades and Labor Council, the Montana State A.F.L.-C.I.O., and the State Culinary Alliance, 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
AGENCY OF SILVER BOW EMPLOYERS' ASSOCIATION

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 by any Employer. However, the Silver Bow Employers' Association hereby covenants that those Employer-Members of said Association listed on Exhibit "A" attached hereto are bound by the terms of this Agreement whether or not they remain as members of Silver Bow Employers' Association for the full term of this Agreement, and that all new members of Silver Bow Employers' Association becoming such after the date hereof and during the term of this Agreement, who employ persons performing work covered by this Agreement, shall become bound by the terms of this Agreement. 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 Employer.

ARTICLE II
JURISDICTION OF UNION

The Union shall have jurisdiction over all employees who
traditionally and historically have belonged to the bargaining unit
of employees who are engaged in operation of elevators in public
and commercial buildings or who are engaged in janitorial work
in public, commercial, professional, or institutional buildings, in
Silver Bow County, Montana.

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 thirty-
one (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 Agree-
ment, 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 of 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 under this Article.

(E) EMPLOYMENT:

(1) The 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.

(2) 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 making of said re-
ferrals shall not be based on, or in any way affected by Union
membership, by-laws, rules, regulations, constitutional provision,
or any other aspect or obligation of union membership, policies,
or requirements.

(3) 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) day period of their availability for work in order to maintain their names on said list. In referral to job applicants to the Employer, the Union Employment Office shall make referrals from said list in the following order:

1st. Any job applicant requested by the Employer.

2nd. Job applicants with experience in the particular job classification listed in Article V.

3rd. In order of their registration all other applicants.

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

(5) The Employer and the Union shall post in places where notices to employees and the applicants for employment are customarily posted, all provisions of part (3) of this Article, together with the business address and hours of the Union Employment Office.

ARTICLE IV

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 (1½) 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 (1½) times the regular scale.

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

(E) It is agreed the daily hours of employment shall be consecutive.

ARTICLE V

WAGES

The minimum regular wage scale for employees covered by this Agreement shall be as follows:

(A) FORTY (40) HOUR BASIC WORK WEEK:

(1) Effective June 15, 1974 to June 14, 1975:
each seven (7) day period of their availability for work in order to maintain their names on said list. In referral to job applicants to the Employer, the Union Employment Office shall make referrals from said list in the following order:

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<th>CLASSIFICATION</th>
<th>DAILY</th>
<th>WEEKLY</th>
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<tbody>
<tr>
<td>Janitresses</td>
<td>$18.00</td>
<td>$90.00</td>
</tr>
<tr>
<td>Janitresses, by the day</td>
<td>$18.20</td>
<td>$91.00</td>
</tr>
<tr>
<td>Elevator Girls</td>
<td>$16.72</td>
<td>$83.60</td>
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</table>

(2) Effective June 15, 1975 to June 14, 1976:

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(B) The minimum regular wage scale set forth in part (A) of this Article shall not prevent a superior employee from receiving more than said minimum wage scale provides for.

(C) No employee shall receive less wages than received at the time of the effective date of this Agreement.

**ARTICLE VI**

**EXTRA EMPLOYEES**

Extra employees working less than eight (8) hours shall be guaranteed a minimum of two (2) hours wages in accordance with the following:

(A) Effective June 15, 1974 to June 14, 1975: $2.75 per hour.

(b) Effective June 15, 1975 to June 14, 1976: $3.00 per hour.

**ARTICLE VII**

**HOLIDAYS**

(A) Time worked on the following holidays shall be paid for at the rate of two (2) times the regular hourly wage scale, the regularly hourly wage scale to be computed by dividing eight (8) into the regular daily wage scale set forth in Article V: Fourth of July Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Washington's Birthday, Memorial Day and the employee's Birthday.

(B) All regular, full-time employees shall be paid at the regular daily wage scale as set forth in Article V for the following holidays not worked: Fourth of July Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Washington's Birthday, Memorial Day and the employee's Birthday.

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

(D) 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.

ARTICLE VIII

VACATION

(A) Each and every employee covered by this Agreement 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 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 eight (8) consecutive years shall receive three (3) weeks' vacation with pay. Employees who are regularly scheduled to work three (3) days per week or less and who work one hundred fifty-six (156) days for the same Employer during the year shall receive vacation pay.

(B) The amount of the vacation pay shall be equal to the average weekly earnings in wages over a period of ten (10) weeks 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 desire of the employee, length of service and spreading the vacation period to the best interests of 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 (½) day on vacation credit at the end of each month of employment, to a maximum of five (5) days providing that 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. Employees with the same Employer after a period of eight (8) consecutive calendar years shall also be on an accrued basis, that is, employees shall then accrue one and one-half (1½) days of 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 eight (8) consecutive calendar years. In the event an employee's employment is terminated after said ten (10) months from date of 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 of vacation credit shall be included in an employee's last pay check on termination of employment.
(F) Accrued vacation shall not be paid under this Article if the termination is by discharge for just cause or quit.

ARTICLE IX

LEAVES OF ABSENCE

(A) Leaves of absence shall be limited to a maximum period of thirty (30) days.

(B) Absences beyond thirty (30) days shall cause termination of seniority, unless for bona fide illness or disability, including pregnancy.

(C) Absences beyond thirty (30) days shall be considered a voluntary quit.

(D) All leaves of absence shall be requested in writing, stating the reason for such leave, and all leaves of absence shall be granted in writing.

(E) Leaves of absence shall be granted only for a bona fide illness or disability, or a bona fide personal emergency.

(F) Leaves of absence shall be limited to one (1) such leave per year.

ARTICLE X

BUSINESS AGENT

The Business Agent of the Union shall be allowed to visit employees in the interest of the Union from time to time.

ARTICLE XI

GENERAL

(A) The Employer shall furnish a special uniform when such uniform is required.

(B) Janitresses shall not be responsible for breakage while on duty.

(C) The Employer shall allow thirty (30) minutes for mealtime for employees working eight (8) hours per day without loss of time, or, if the Employer allows the employee forty-five (45) minutes or more off for lunch, the employee shall work eight (8) hours for the daily wage scale provided in Article V.

(D) Elevator Girls shall be relieved at lunch time.

(E) 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 payment of wages in excess of the minimum wage scale as set forth in Article V; 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.
(F) All rights of the Employer and the Union are retained on all matters not expressly covered by the terms of this Agreement and neither shall be required during the term of this Agreement to bargain with respect to any matter not specifically set forth in this Agreement.

ARTICLE XII
TERMINATION OF EMPLOYMENT

(A) The Employer agrees, upon discharging or dismissing an employee, to give notice to such employee of the discharge or dismissal at or before the last shift of the employee. Failure to give such notice shall require the Employer to pay the employee for an additional shift.

(B) Employees laying off or quitting shall give the Employer notice of their intention at, or before, the time when their last shift is ended. Failure to give such notice shall require the employee to forfeit to the Employer the wages for one shift if an adequate and reasonable excuse is not furnished by said employee.

ARTICLE XIII
EMPLOYEES' PRODUCTIVITY

The Union recognizes that the Employer must produce and operate efficiently to be in a strong market position. The Union recognizes further 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 cooperation of the employees in improving the productivity and efficiency of all aspects of the Employer's business, including improvement of 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 good will between the Employer and the public.

ARTICLE XIV
PAST PRACTICES

The parties hereto agree that this contract incorporates their full and complete understanding and that any prior or oral agreements or practices are superseded by the terms of this agreement. The parties further agree that no such oral understanding or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement. The past practices recognized are as follows:

Janitresses shall not be allowed to wash outside windows. Inside windows shall be washed as high as can be reached without a ladder.

ARTICLE XV
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 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. All claims and grievances must allege a breach of express provisions of this Agreement.

(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 XVI.

(C) No Strike/No Lockout. During the process of making any adjustments under the grievance or arbitration proceedings outlined in this contract, no strike or lockout shall occur. 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.

ARTICLE XVI

ARBITRATION

(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 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 its representatives on said 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 or both parties to Judge W. D. Murray, or his successor, of the United States District Court for the District of Montana, or 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 on 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 judges as herein provided for, within three (3) days from the date such list is submitted to both parties hereeto. 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 proceeding 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 XVII

LEGISLATION, JUDICIAL AND BOARD DECISIONS

It is the intent of the parties hereto to abide by the 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 of such provision, or part thereof, shall not invalidate the remaining 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 of courts.

ARTICLE XVIII

DUTY TO BARGAIN

During the life of this Agreement, 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 XIX

CIVIL RIGHTS

The Employer and the Union agree that each will comply with all applicable Federal laws, rules and regulations regarding discrimination against any applicant for employment or Union membership or any employee or Union member because of such persons race, religion, color, national origin, age, or sex.

ARTICLE XX

SAVINGS CLAUSE

In the event this Agreement, or any part or portion thereof, is declared illegal or the enforcement thereof is restrained or enjoined by any court of final resort having jurisdiction or by
enactment of any law, then the parties hereto agree to immediately renegotiate this Agreement, or any part or portion thereof, so declared illegal or restrained or enjoined.

ARTICLE XXI

TERM OF AGREEMENT

(A) This entire Agreement, except as otherwise herein provided, is effective on the fifteenth (15th) day of June, 1974, and shall continue in full force and effect for two (2) years, until the fourteenth (14th) day of June, 1976, 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 fourteenth (14th) day of June in any year after 1976 indicating that changes are desired in any or all of the provisions of this Agreement; provided, however, that in the event of a declared national emergency either party to this contract may by written notice to the other, open the contract to any matter directly affected by the national emergency.

(B) The written notice, as provided for in Part (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 forty-five (45) days prior to expiration of the Agreement. Such notice and counter—notice shall be transmitted by certified, first class, return receipt letter. Post marked date on 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 date of receipt of the original written notice. 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.

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

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

CULINARY & MISCELLANEOUS
EMPLOYEES UNION, LOCAL NO. 457

SILVER BOW EMPLOYERS' ASSOCIATION

By

Donald C. Robinson
Counsel

By

Val Webster
Business Agent

-10-
EXHIBIT "A"

EMPLOYER-MEMBERS OF
SILVER BOW EMPLOYERS' ASSOCIATION

FIRST METALS BANK & TRUST COMPANY
Park & Main Streets
Butte, Montana 59701