ARTICLE IV: HOURS OF WORK: Amend; Section 1. A normal work week, for employees shall consist of maximum of four (4) consecutive hours Monday thru Thursday at 4 hours per day and 8 hours worked on Friday with Saturday off. An employee shall not work more than six (6) days Monday thru Saturday in a calendar week or more than four hours in any day except as otherwise provided for in this Article.

ARTICLE V: WAGES: Section 1. For the 1974-75 school year, employees shall be paid a minimum monthly wage of four hundred twenty-five dollars ($425.00) for the months of September thru May inclusive, regardless of whether the schools are open or not.

ARTICLE VII: HEALTH AND WELFARE: 1. The employer shall pay the sum of thirty-five dollars ($35) per month, per employee for each month of the calendar year towards a Health and Welfare Plan covering employees and add: If ratio on insurance go up the School District shall pay the amount of the premium raise.

ARTICLE VIII: SICK LEAVE: Section 1. In case of injury or sickness, Employees shall be given eleven (11) days sick leave per year: Sick leave not used shall be accumulated from year to year to a sick maximum of fifty-five (55) days. Sick leave shall include taken because of death in an employee's immediate family in accordance with the past practice of the parties. An employee may take, not to exceed, new five (5) days, paid personal leave per year, which shall be charged against the employee's sick leave if taken.

ARTICLE XIII: TERM OF AGREEMENT:: One (1) year.

ARTICLE XIV: HOLIDAYS:: The following holidays will be with pay: Christmas, New Year's Day, Memorial Day, Mindrs Union Day, Fourth of July, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Veterans Day, Friday during Teacher's convention and good Friday.

Add: Christmas Eve--New Year's Eve and day after Easter.
At a special called meeting on February 25, 1974 the members of the Culinary and Miscellaneous Employees Union Local 457 formerly Women’s Protective Union Local 457 employed as School Janitresses for School District #1, voted to open their contract for wages and conditions.

At the meeting at 3 p.m. February 25, 1974 the members of the Culinary Unit employed in the Butte High---West and East Jr. High Schools voted to have their wages put into compliance with the Addendum set for by this Union December 1, 1973.

Be thus advised that this addendum wage scale must be part of negotiations with School District #1 since Federal Law and Equal pay for Equal work must be given top consideration by both Employer and the Union. (Work duties for Cook’s Helpers falls into more than one classification and wage scale must be changed to allow for this category including a 22% raise in wages.)

The Cafetera workers have also asked that they be granted the same fringe benefits as those which the School Janitresses now have since they feel they are being discriminated against.

The janitresses proposals are hereby defined for your consideration:

Our Committee will be happy to meet with you at your earliest convenience, in order that we come under your budget for the coming year.

Sincerely,

Clela G. Sullivan
Financial Secretary-Treasurer
Janitresses : Elevator Operators

Janitresses : Elevator Operators

James & Rose Jr. - Bankers Trust Co.

Kerney Company

Medical Arts Building - Presidential Towers - Professional Building

State Savings and Trust Company - Sewn Bldg. & First Natl. Bank

Reddy Company

Metcalfe Bank & Trust Co.

Dr. O. C. Nemer

Dr. John W. Somm

Mckinley Bank Bldg.

M. D. V. Thomas A. Antonelli

2227 Florence Ave.

Dr. John Mitchell T. Ederich - Medical Arts Building

M. D. V. Robert W. Thomas

M. D. V. Thomas W. Louden

M. D. V. Robert K. Kroeger - Mayer Building

M. D. V. Keanley & Burton - Medical Arts Building

Federal Bldg. Shops - 61 W. Broadway

Block 91 - 107 E. Broadway

Macy's Beauty Shop - 63 W. Broadway

Macy's - 63 W. Broadway

National Trust Co. - 602 E. Aluminum

Graybar Electric Co. - 604 E. Aluminum

Baldwin Building - 1540 Harrison Ave.

Block 91 - 1340 Harrison Ave.

Hotel Michelon - Flower Shop - 135 N. Broadway

Shoe Store Bldg. - 220 W. Alaska

Bester Business College - 220 W. Alaska

Pontiac Garden Bldg. - 1 S. Montana St.

Ad M Biv.

Law Building - 124 N. Broadway

Newland & Bivens - Certified Public Accountants - Ad M Biv.

Giles Building - Natural Co. - E. Mercury

George Sullivan - City Hall - Library - Masonic
Elks Legion - 742-916

National Relief Corp. - 742-916

Hessinger - 133 E. Broadway

Flora - 133 E. Broadway

Wilson Ave. - 742-916

M. D. J. C. Sullivan - 1220 Harrison Ave.

Cherry - 1220 Harrison Ave.
SILVER BOW EMPLOYERS' ASSOCIATION
FOUNDED IN 1912
413 SILVER BOW BLOCK
BUTTE, MONTANA 59701

September 25, 1974

Mrs. Clela Sullivan
Culinary & Miscellaneous Workers
Union
125 West Granite Street
Butte, Montana 59701

Re: Janitresses and Elevator Girls Contract

Dear Mrs. Sullivan:

We have corrected the Janitresses and Elevator Girls Contract in order to show the proper name of the Union. You will find enclosed two (2) copies of the Labor Agreement as executed.

Thanking you for your kind co-operation in this matter, I am

Very sincerely yours,

SILVER BOW EMPLOYERS' ASSOCIATION

By

Donald C. Robinson
Counsel

DCR:az
Enclosures
Mr. Donald Robinson, Counsel  
413 Silver Bow Building  
Silver Bow Employers Association  
Butte, Montana, 59701

Dear Mr. Robinson:

You are hereby notified by the Culinary and Miscellaneous Employees Union Local 457 that changes are desired by this Union in the Public Building Janitresses and Elevator Girls Agreement between the Employer's Association and this Union that is now in effect until June 15, 1974.

The changes in said Agreement desired by this union are listed on the following pages and made a part of this notice.

These proposals were submitted by the members employed with this unit.

Very truly yours,

Clela G. Sullivan  
Financial Secretary-Treasurer

CGS/df

enc.
Mr. Donald Robinson, Counsel  
413 Silver Bow Building  
Silver Bow Employers Association  
Butte, Montana, 59701

Dear Mr. Robinson:

You are hereby notified by the Culinary and Miscellaneous Employees Union Local 457 that changes are desired by this Union in the Public Building Janitresses and Elevator Girls Agreement between the Employer’s Association and this Union that is now in effect until June 15, 1974.

The changes in said Agreement desired by this union are listed on the following pages and made a part of this notice.

These proposals were submitted by the members employed with this unit.

Very truly yours,

Clela G. Sullivan  
Financial Secretary-Treasurer

CGS/df  
enc.
ARTICLE V WAGES:

A thirty cent (30¢) an hour raise on all classifications over the minimum wage of $2.00 per hour as provided for on May 1, 1974. Retroactive to June 15, 1974.

ARTICLE VI HOLIDAYS:

(A) Add: Employee's Birthdays.
(B) Add: Employee's Birthdays.

ARTICLE VIII: VACATIONS:

(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 days (156) in that year shall be allowed one (1) weeks vacation with pay, and any employee who has worked one hundred fifty six days in each of three (3) consecutive years for the same Employer shall receive two (2) weeks vacation with pay. Any employee who has been employed by the Same Employer for (NEW) seven (7) consecutive years shall receive three (3) weeks vacation with pay.

(E) Employment with the same Employer after a period of (NEW) Eight (8) 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 said that month after said eight months. Change: Employment with the same Employer after a period of seven (7) 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 seven (7) consecutive calendar years. In the event an employee's employment is terminated after said eight (8) 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. Language Change – Justifiable Cause or fault.

NEW: MEALS-(A) Those establishments who serve food, such as restaurants, cafeterias, hotels & motels shall permit a maximum of thirty minutes for each employee to eat the food provided by the Employer in a clean and wholesome place, where the employee may sit to enjoy their food in comfort. While off shift 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.
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A thirty cent (30¢) an hour raise on all classifications over the minimum wage of $2.00 per hour as provided for on May 1, 1974.

ARTICLE VI HOLIDAYS:

(A) Add: Employee’s Birthdays.
(B) Add: Employee’s Birthdays.

ARTICLE VIII: VACATIONS:

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NEW: MEALS-(A) Those establishments who serve food, such as restaurants -cafeterias-hotels & motels - shall permit a maximum of thirty minutes for each employee to eat the food provided by the Employer in a clean and wholesome place, where the employee may sit to enjoy their food in comfort. While off shift 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.
Dear Independent Employer:

This letter is to serve notice that the women employed as janitresses or Elevator Operators in your building under jurisdiction of the Culinary and Miscellaneous Employees Union Local 457 formerly Women’s Protective Union, Butte, Montana have accepted a new contract negotiated with the Employers Association.

The wage increases amount to $2.05 per day bringing the pay to $18.00 per shift or $90 per week, for an eight hour a day janitress. One who works by the day will receive $2.00 a day raise bringing the pay to $18.20 per shift or $91.00 per week. Extra Janitresses, those who work by the hour for a minimum of two (2) hours per day is $2.75 per hour for 1974—with an equal raise in 1975. The new contract is for June 14, 1974 thru June 14, 1976.

Elevator Operators will receive $16.72 per shift. All raises are retroactive to June 14, 1974. All employees are to receive Holiday pay in accordance with the terms of the new contract for Washington’s Birthday in 1975 and the Employee’s Birthday as of June 14, 1974. Miners Union Day has been deleted as a Holiday.

The new vacation clause has been changed to read as follows, “An employee who has worked 156 (one hundred and fifty six) days per year for eight (8) years shall be entitled to three (3) weeks vacation instead of ten (10) years as before, starting June 14, 1974. Employee’s who work part-time shall have their vacation time pro-rated with the days per week they work.

You will be contacted and sent a contract as soon as they are received from the Employers Association. With best regards, I am,

Very truly yours,

Clela G. Sullivan
Financial Secretary-Treasurer

CGS/df
Dear Independent Employer:

This letter is to serve notice that the women employed as janitresses or Elevator Operators in your building under jurisdiction of the Culinary and Miscellaneous Employees Union Local 457 formerly Women’s Protective Union, Butte, Montana have accepted a new contract negotiated with the Employers Association.

The wage increases amount to $2.05 per day bringing the pay to $18.00 per shift or $90 per week, for an eight hour a day janitress. One who works by the day will receive $2.00 a day raise bringing the pay to $18.20 per shift or $91.00 per week. Extra Janitresses, those who work by the hour for a minimum of two (2) hours per day is $2.75 per hour for 1974--with an equal raise in 1975. The new contract is for June 14, 1974 thru June 14, 1976.

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You will be contacted and sent a contract as soon as they are received from the Employers Association. With best regards, I am,

Very truly yours,

Clela G. Sullivan,
Financial Secretary-Treasurer
Clela G. Sullivan, Sec., Local 457  
125 W. Granite St.  
Second Floor  
Butte, Montana

Dear Sister Sullivan:

This acknowledges copy of renewal agreement between Local 457 and the School Janitresses in School District #1.

I am sure all of the workers affected appreciated your efforts on their behalf.

With best wishes, I remain

Fraternally yours,

[Signature]

Director of Organization

CAP/cah
April 8, 1974

Mr. Donald Robinson, Counsel
413 Silver Bow Building
Silver Bow Employers Association
Butte, Montana 59701

Dear Mr. Robinson:

You are hereby notified by the Culinary and Miscellaneous Employees Union Local 457 that changes are desired by this Union in the Maids Agreement between the Employer’s Association and this Union that is now in effect until June 14, 1974.

The changes in said Agreement desired by this union are listed on the following pages and made a part of this notice.

These proposals were submitted by the members employed with this unit.

Very truly yours,

Clela G. Sullivan
Financial Secretary-Treasurer

CGS/df

enc.
ARTICLE V WAGES:

A thirty cent (30¢) an hour raise on all classifications over the minimum wage of $2.00 per hour as provided for on May 1, 1974.

ARTICLE VI HOLIDAYS:

(A) Add: Employee’s Birthday.
(B) Add: Employee’s Birthday.

ARTICLE VIII VACATIONS:

(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 days (156) in that year shall be allowed one (1) weeks vacation with pay, and any employee who has worked one hundred fifty six (156) days in each of three (3) consecutive years for the same Employer shall receive two (2) weeks vacation with pay. Any employee who has been employed by the Same Employer for (NEW) seven (7) consecutive years shall receive three (3) weeks vacation with pay.

(E) Employment with the same Employer after a period of new: (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 said employee has worked a minimum of fourteen (14) days in said ten (10) months. Change: Employment with the same Employer after a period of seven (7) 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 seven (7) 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.

ADD: New- Meals (A) Those Establishments who serve food such as restaurants, cafeterias, luncheonettes, etc.-Hotels and Motels shall permit a maximum of thirty (30) minutes for each employee to eat the food provided by the Employer in a clean and wholesome place, where the employee may sit to enjoy their food in comfort. While off shift 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) It shall be understood the Employer shall furnish the Employees with suitable fare, provided further no employer shall be required
to have food prepared for employees meals that is not available.

(C) The Employers shall allow employees who work a short shift of three (3) hours or less whether day, afternoon or graveyard, suitable fare upon completion of the shift.

(D) Any employee working in establishments where no food is available shall receive one ($1) dollar in lieu of meals in addition to the wage rate.

ADD: 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.

ADD: 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.

TERM OF AGREEMENT: A one (1) year contract.
List of Employers to Receive Janitors Contract

1. Prudential Powers 1 E. Broadway
2. City Hall 1/2 Mayor's Office 32 E. Broadway
3. Tennessee 130 N. Main 1/2 Manager
4. Professional Building West Granite Sturt
5. Metals Bank Building Mrs. Holstein
6. Dr. Leonard Vazquez Miners Bank Building
7. Dr. John W. Lohman Miners Bank Building
8. Wm. Antonioli 2227 Florence Avenue
9. Dr. M.F. Ehrlich 3000 Ottawa
10. S. Robert Schmutz 225 S. Idaho
11. Dr. Earl F. Burton 225 S. Idaho
12. Fashion Barber Shop 61 W. Broadway
13. National Biscuit Company 602 E. Aluminum
14. Wilhelm Flower Shop 135 West Broadway
15. Model Cities Agency 126 W. Broadway
16. Acellous 926 S. Arizona
17. Bishop Building 1240 Harrison Ave.
18. Woodward's Butte Plaza
19. Leon Lilly 3120 Carter
20. Butte Business College 220 N. Alaska
21. Silver Bow Homes Office Mr. Richard Nickerson
22. Winter Gardens Bowling Lane 1315 S. Montana
23. Law Building 62 W. Broadway
24. Hewland Horw. Paylor CPA 53 W. Broadway
25. Robert Drecge CPA 43 E. Broadway
26. Keith McCauley CPA 101 W. Granite
27. Anaconda Building Material Co
   472 E. Mercury
28. Sayatovic - Whites Funeral Home 307 W. Park
29. Duggan Merrill Dolan Mortuary 213 N. Montana
30. Wampum- Richard Funeral Home 1800 Florence
31. Catholic Cemetery Association 101 W. Helena
32. M. J. C. Sullivan Butte Plaza

    Dr. Gilby - home address
Head Start - give to Carson.

10.75
3.25
325

6116.25
4/15.00
65.00
65.00
58.50

24.45
48.90
122.40
48.90
55.46
73.44
73.44
48.96
122.40

48.96
86.50
55.46
73.44
73.44
48.96
122.40

Correspondence:
Rental Agreement: 1974-1975
Hawthornes: Elevator Operators
April 27, 1972

Women's Protective Union
Local No. 457
Miner's Union Hall
125 West Granite Street
Butte, Montana 59701

Attention: Clela G. Sullivan, Financial Secretary

RE: JANITRESSES AGREEMENT

Dear Ladies:

We are in receipt of your communication of April 5, 1972 wherein you advise that your Union desires to negotiate changes in the Janitresses and Elevator Girls Division agreement between your Union and this Association. We also acknowledge receipt of the accompanying proposals which you desire to make the subject of negotiations.

On behalf of the Employer-Members of this Association, we herewith submit the counter-proposals which the employers desire to incorporate into a new labor agreement. They are as follows:

EMPLOYERS' COUNTER-PROPOSALS

1. Jurisdiction of Union:

Revise Article I of the existing agreement to read as follows:

"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."

2. Union Security:

Amend Article III of the existing agreement by adding the following sections:

(a) All employees shall be offered membership in the Union upon the same, equal terms and conditions
of the members of the Union, and to this end 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.

(c) 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.

3. No-Strike Clause:

Add the following language to the present language regarding no-strikes and no-lockouts:

"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 employers 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."

4. Holidays:

Add the following paragraph to Article VII (Holidays), to read as follows:

"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."

5. Employees' Productivity:

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

"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
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 goodwill between the Employer and the public."

6. Past Practices:
Add a new article to the contract to read as follows:

"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."

7. Zipper Clause:
Add a new article to the contract to read as follows:

"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."

8. Leaves of Absence:
(1) Limit to maximum of 30 days; and

(2) Absence beyond 30 days shall cause termination of seniority; and

(3) Absence beyond 30 days shall be considered a voluntary quit; and

(4) Shall be requested in writing, stating the reason, and shall be granted in writing; and

(5) Shall be granted only for bona fide illness or disability, or bona fide personal emergency.

9. Grievance Procedure:
Add the following sentence to Paragraph A of the Grievance Article:
April 27, 1972
Page Four... 

"All claims and grievances must allege a breach of an express provision of this agreement."

Following is a schedule of those employers who we will represent during these negotiations:

1. Diversified Realty
2. First Metals Bank
3. J. C. Penney Company

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

Very sincerely yours,

SILVER BOW EMPLOYERS' ASSOCIATION

By Donald C. Robinson,
Counsel

DCR: 11h
June 17, 1974

Mrs. Clela G. Sullivan
Financial Secretary - Treasurer
Culinary & Miscellaneous Workers Union
125 West Granite Street
Butte, Montana 59701

Re: Public Building Employees Contract

Dear Mrs. Sullivan:

Thank you for your letter of June 10, 1974 and your understanding of our difficult position with respect to scheduling of meetings on the contracts which I now have open.

With respect to a possible meeting date, I am uncertain when I would next be available. Next week is definitely committed every day of the week for some sort of negotiations, some of which are in difficult situations.

I will be in the state of Wyoming June 22 through the 25th or the 26th. If I am back in Butte by the evening of the 25th, I would be available to meet on the 26th. However, there is a substantial possibility that I would not arrive back in Butte until sometime on the 26th. Therefore, I hesitate to make a commitment on June 26th for a negotiating date.

Any other possible dates for negotiations would have to come after July 1.

We do wish to assure you, however, that in the event of a settlement which is made without any economic action being taken by the Union against the Employers, we at this point will guarantee that retroactive pay will be made for any wage increases granted on all worked worked after the expiration of the contract.

At your convenience please telephone me to discuss the above.

Very sincerely yours,

SILVER BOW EMPLOYERS' ASSOCIATION

By Donald C. Robinson
Counsel

DCR: ds
cc: M. F. Hennessey, Esq.
All Employer-Members
LABOR AGREEMENT
BETWEEN
CULINARY & MISCELLANEOUS EMPLOYEES UNION, LOCAL 457
--JANITRICES AND ELEVATOR OPERATORS DIVISION--
AND
SILVER BOW EMPLOYERS' ASSOCIATION

TERM: June 15, 1974 to June 14, 1976

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<td>9-10</td>
</tr>
<tr>
<td>XXI</td>
<td>TERM OF AGREEMENT</td>
<td>10</td>
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<tr>
<td>...</td>
<td>EXHIBIT &quot;A&quot; EMPLOYER-MEMBERS</td>
<td>11</td>
</tr>
</tbody>
</table>
Silver Bow Employers Association  
Janitresses and Elevator Operators  
June 14, 1974 to July 14, 1976  

AGREEMENT  

THIS AGREEMENT, made and entered into this _______ day of  
August 1974, at Butte, Montana, by and between the SILVER BOW EMPLOYERS'  
ASSOCIATION, FOR and on behalf of its members employing Janitresses and  
Elevator Operators, hereinafter referred to both singularly and collect-  
ively 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 administra- 
tion 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 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 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 members 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 person.

(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 referrals 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 applicants 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) hours 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:

(i) Effective June 15, 1974 to June 14, 1975.
<table>
<thead>
<tr>
<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>
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<tr>
<td>Janitresses, by the day</td>
<td>$18.20</td>
<td>$91.00</td>
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<tr>
<td>Elevator Girls</td>
<td>$16.72</td>
<td>$83.60</td>
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(2) Effective June 15, 1975 to June 14, 1976:

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<tr>
<td>Janitresses</td>
<td>$20.00</td>
<td>$100.00</td>
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<tr>
<td>Janitresses, by the day</td>
<td>$20.20</td>
<td>$101.00</td>
</tr>
<tr>
<td>Elevator Operators</td>
<td>$18.72</td>
<td>$93.60</td>
</tr>
</tbody>
</table>

(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.

(D) 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 employees 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 of State law, the holiday is celebrated on the Monday preceding the holiday, then the date the holiday is celebrated pursuant to Federal of 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 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) days 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.

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(F) Accrued vacation shall not be paid under this Article if the termination is by discharge for 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) Leave 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 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 hereto. The remaining preson 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 parties 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 be 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. Postmarked 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.

(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 notcounter-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 hand the day and year first above written.

CULINARY & MISCELLANEOUS
EMPLOYEES UNION, LOCAL NO. 457

BY: Blanche A. Copenhaver /S/  
President

BY: Cleo C. Sullivan /S/  
Financial Secretary-Treasurer

BY: Val Webster /S/  
Business Agent

SILVER BOW EMPLOYERS ASSOCIATION

BY: DONALD C. ROBINSON /S/  
Donald D. Robinson, Counsel

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AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of May, 1955, at Butte, Montana, by and between the SILVER BOW EMPLOYERS’ ASSOCIATION, for and on behalf of the members of its Restaurant and Tavern Division, hereinafter referred to both singularly and collectively as "Employer," and the WOMEN’S PROTECTIVE UNION, LOCAL NUMBER FOUR HUNDRED FIFTY-SEVEN (457), affiliated with the Silver Bow Trades and Labor Council, the Montana State Federation of Labor and the State Culinary Alliance, hereinafter referred to as "Union," WITNESSETH THAT;

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 - JURISDICTION OF UNION.

It is hereby agreed that the Union shall have jurisdiction over all female workers engaged by the Employer in the preparation and service of food and beverages and the cleaning of the premises where such food and beverages are prepared and/or served. This shall include cafes, hotels, luncheonettes, cafes, delicatessens, boarding houses, taverns and tamale factories.

ARTICLE II - UNION SECURITY.

(A) The Employer agrees to employ only members of the Union through the office of the Union. If the Union is unable to
<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>DAILY</th>
<th>WEEKLY</th>
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<tbody>
<tr>
<td>Cook</td>
<td>$8.25</td>
<td>$49.50</td>
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<tr>
<td>Pastry Cook</td>
<td>8.25</td>
<td>49.50</td>
</tr>
<tr>
<td>Cook’s Helper</td>
<td>6.75</td>
<td>40.50</td>
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<tr>
<td>Counter Waitresses, in cafes</td>
<td>6.45</td>
<td>38.70</td>
</tr>
<tr>
<td>Counter and table, in cafes</td>
<td>6.45</td>
<td>38.70</td>
</tr>
<tr>
<td>Table Waitresses, in cafes</td>
<td>6.20</td>
<td>37.20</td>
</tr>
<tr>
<td>Waitresses, split-shift, counter</td>
<td>6.45</td>
<td>38.70</td>
</tr>
<tr>
<td>Waitresses, split-shift, table</td>
<td>6.20</td>
<td>37.20</td>
</tr>
<tr>
<td>Cook-Waitress</td>
<td>8.25</td>
<td>49.50</td>
</tr>
<tr>
<td>Dispensers</td>
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<td>Cashiers in Cafes</td>
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<tr>
<td>Pantry Girl</td>
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<tr>
<td>Yard Girl</td>
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</tr>
<tr>
<td>Bucket Girl</td>
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**LUNCHEONETTE AND DELICATESSEN WORK**

<table>
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</thead>
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<td>Cooks</td>
<td>8.05</td>
<td>48.30</td>
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<tr>
<td>Pastry Work</td>
<td>8.05</td>
<td>48.30</td>
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<tr>
<td>Counter Girl</td>
<td>6.85</td>
<td>41.10</td>
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<tr>
<td>Waitresses, split-shift, counter</td>
<td>6.45</td>
<td>38.70</td>
</tr>
<tr>
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<td>6.20</td>
<td>37.20</td>
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<tr>
<td>Waitresses</td>
<td>6.45</td>
<td>38.70</td>
</tr>
<tr>
<td>Dispensers</td>
<td>6.45</td>
<td>38.70</td>
</tr>
<tr>
<td>Kitchen Help</td>
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</tr>
<tr>
<td>Dish Washer</td>
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<tr>
<td>Pantry Girl</td>
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</tr>
<tr>
<td>Cook-Waitress</td>
<td>8.05</td>
<td>48.30</td>
</tr>
</tbody>
</table>
CLASSIFICATION

Cooks $8.25 $49.50
Pastry Cook 8.25 49.50
Cook's Helper
(When cook is employed on range)

Waitresses 6.75 40.50
Pantry Girl 6.90 41.40
Yard Girl 6.90 41.40
Dish Washer 6.35 38.10
Cook-Waitresses 8.25 49.50

Banquet and/or Ball Suppers (one waitress to each
thirty-five (35) customers or less) .... $7.05 daily

If steady employee is used at a Banquet during her
shift, two (2) times the regular hourly wage scale,
which is .......................... $1.55 per hour

ARTICLE VI - PART-TIME EMPLOYEES.

The Employer shall be permitted to employ part-time
waitresses and kitchen employees on the following basis:

(A) One part-time employee shall be permitted where
four (4) regular employees are maintained.

(B) Two (2) part-time employees shall be permitted
where eight (8) regular employees are maintained, one (1)
additional part-time employee shall be permitted for each
additional four (4) regular employees.

(C) Part-time employees shall be guaranteed a mini-
mum of two (2) hours' wages based on a wage scale of One Dollar
and Twenty-Five Cents ($1.25) per hour. Said wage scale shall
apply through six (6) consecutive hours of work; all work per-
formed over six (6) hours shall be paid for at the regular
daily wage scale as set forth in Article V.

ARTICLE VII - HOLIDAYS.

All regular employees shall be paid at the regular daily
wage scale as set forth in Article V for the following holidays
not worked: New Year’s Day, Fourth of July Day, Labor Day, Thanksgiving Day, and Christmas Day, subject, however, to the following terms and conditions:

(A) When any of the holidays set forth in this Article fall on Sunday, the following Monday shall be considered the holiday, except in those establishments which are regularly closed on Monday.

(B) No employee shall be eligible for compensation under this Article if the holiday falls on the employee’s regular day off, except as provided for in part (C) of this Article.

(C) If any of the above holidays fall 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 work week a paid holiday falls within to be eligible for compensation under this Article.

(E) All work performed on any of the holidays set forth in this Article shall be paid for at the rate of one and one-half times the regular daily wage scale as set forth in Article V.

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 two hundred (200) days in that year, shall be allowed one (1) week’s vacation with pay, and any employee who has worked two hundred (200) days in each of four (4) consecutive calendar years for the same Employer shall receive two (2) 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 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 twelve (12) months from date of employment shall be on an accrued basis, that is, employees shall accrue one-half (½) day of vacation credit at the end of each month of employment, providing said employee has worked a minimum of seventeen (17) days in that month, after said twelve (12) months. Employment with the same Employer after a period of four (4) 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, providing said employee has worked a minimum of seventeen (17) days in each month of the four (4) consecutive calendar years. In the event an employee’s employment is terminated after said twelve (12) 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.

(F) This Article shall be effective upon acceptance and the signing of this Agreement.

ARTICLE IX - BUSINESS AGENT.

The Business Agent, or other designated officers of
the Union, shall have access to the premises of the Employer and be given every opportunity to investigate if the conditions of this Agreement are being observed and call any violations observed to the attention of the Employer, provided however, that said Business Agent, or designated officers, inform a responsible person of their presence on the premises, and further, that said Business Agent, or designated officers, shall not engage in Union business with any employee while the employee is waiting upon, or serving, customers.

ARTICLE X - RULES AND REGULATIONS.

(A) Local rules and regulations covering working practices and conditions of labor of employees which have been established by custom or local agreement and were in effect January 1, 1943, shall not be changed during the life of this Agreement without mutual consent, which said rules and regulations are, as follows:

COOK:
Can do anything pertaining to cooking and preparing foods and may dish up same.

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

COOK'S HELPER:
May 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.
WAITRESSES:

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 bowl, water pitchers, etc., clean and filled, and keep her station supplied with linen, china, glassware, silver, etc. Dish up and serve such items as toast, cereals, pie, cake, ice cream, soup, desserts and prepared salads from back bar; shall cut butter where a pantry woman is not employed.

COUNTER WAITRESS:

Is a waitress that waits on customers at the counter.

TABLE WAITRESS:

Is a waitress that waits 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, place them on the service dishes, and serve them to the customers.

CASHIER:

Shall take cash, keep necessary records, sell merchandise, seat customers and give menus, type menus, and keep her station clean.

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.

PANTRY GIRL:

Shall make salads, sandwiches, dish up desserts, prepare cold plates, make toast, clean and prepare fruits, assist
in preparing ingredients for dressing.

YARD GIRL:
Can 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 GIRL:
Duties shall be the same as the waitress.

LUNCHEONETTE AND DELICATESSEN WORK
COUNTER GIRL OR STEAM TABLE GIRL:
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.

TAVERN WORKERS.
Same rules apply as to all classifications of restaurant workers, and transportation to their homes must be furnished by operators at the termination of their shift.

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

ARTICLE XI - 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 per-
mit a maximum of twenty (20) 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 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 regular 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 employee’s meals that is not available.

ARTICLE XII - TERMINATION OF EMPLOYMENT.

(A) The Employer agrees, upon discharging or dis-
missing 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 will require the Employer
to pay the employee for an additional shift.

(B) Any employee, covered by this Agreement, when
laying off or quitting must give the Employer notice of her
intention at or before the time when her shift is ended. Failure
to give such notice shall require the employee to forfeit to the
Employer the wages for one shift.

ARTICLE XIII - UNION HOUSE CARD.

(A) 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.

(B) In consideration of the faithful performance of
the terms of this Agreement, the Union agrees to use all legiti-
mate influence with organized labor and its friends to patronize
only such houses as display the Union House Card.

**ARTICLE XIV - GENERAL.**

(A) The Union hereby agrees to enforce all the pro-
visions of this Agreement upon all employers of its members
who are not already bound by the signatories of this Agreement.

(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 acci-
dental breakage of china, glassware, or thermos bottles.

(D) When a special uniform is required, the Employer
shall furnish such uniform.

(E) No employee shall suffer a reduction in wages
through operation of this Agreement, and nothing herein shall
be construed to prevent the payment of wages in excess of the
minimum wage scale as set forth in Article V.

**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 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 satis-

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factory 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.

**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, 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 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 XVII - 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 of such provision, or part thereof, shall not invalidate the remaining pro-
visions, or parts thereof herein; provided, however, 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 courts.

ARTICLE XVIII - TERM OF AGREEMENT.

(A) This entire Agreement, including wage scales,
is effective on the fifteenth (15th) day of May, 1955, and shall
continue in full force and effect for one (1) year until the
fourteenth (14th) day of May, 1956, at which time it is auto-
matically 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 May in any year after 1956
indicating that changes are desired in any or all of the pro-
visions of this Agreement.

(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) Answering counter-notice must be served in writing
upon the opposite party 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.

(D) 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 coun-
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 on
the day and year first above written.

WOMEN’S PROTECTIVE UNION,
LOCAL NUMBER FOUR HUNDRED
FIFTY-SEVEN (457),

President

Secretary

Member of Negotiating Committee

International Representative,
Hotel and Restaurant Employees’
International Union,

SILVER BOW EMPLOYERS’
ASSOCIATION,

Executive Secretary
MEMORANDUM AGREEMENT.

BE IT REMEMBERED THAT, that certain Agreement between the
SILVER BOW EMPLOYERS' ASSOCIATION and the WOMEN’S PROTECTIVE UNION,
LOCAL NUMBER FOUR HUNDRED FIFTY-SEVEN (457), Restaurant and Tavern
Division, dated May 15, 1936, is hereby amended, by mutual consent,
as follows:

("A") EMPLOYMENT:

(1) 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 em-
ploy any person it so desires, and provides 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 making referrals to the Employer, the Union will
discriminate against, restrain, or coerce any persons because of
non-membership in the Union, and, further, the operation of an
employment office and 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.

(3) A Registration list shall be maintained as a part of the
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 of 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 Employer.

2nd. Job applicants with experience in the particular job classification listed in ARTICLE IV.

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

4th. 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.

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

("B") UNION SECURITY:

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 the date of their employment by any Employer constituting a portion of the multi-employer bargaining unit created by this Agreement, or the effective date of this Agreement, whichever is later, to become and remain members in good standing in the Union.

("C") In the event that the Labor-Management Relations Act of 1947 shall be further amended pertaining to a Union shop during the life of this Agreement, both parties agree to meet as soon as reasonably possible to consider and negotiate for changes due to such amendment or amendments. If such amendment, or amendments, are mutually agreed to, it shall become effective in this Agreement ten (10) days after such mutual agreement.
IN WITNESS WHEREOF, we have hereunto set our hands this
16 day of February, 1959.

WOMEN'S PROTECTIVE UNION,
LOCAL NUMBER FOUR HUNDRED
FIFTY-SEVEN (457)

Blanche Garrett
President

SILVER HAW EMPLOYERS'
ASSOCIATION,

L. S. Pyeas
Executive Secretary

Maynelle Benedict
Financial Secretary-Treasurer

Virginia Pugh
Business Agent

International Representative,
Hotel and Restaurant Employees'
International Union