AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of November, 1974, at Butte, Montana, between THE MONTANA POWER COMPANY, hereinafter referred to as "Employer," and CULINARY AND MISCELLANEOUS EMPLOYEES UNION, LOCAL NUMBER FOUR HUNDRED FIFTY-SEVEN (457), affiliated with the Silver Bow Trades and Labor Council and the State Culinary Alliance, hereinafter referred to as the "Union."

NOW, THEREFORE, in consideration of the mutual benefits accruing to, and hereafter to accrue to, the respective parties, it is agreed as follows:

SECTION 1. RECOGNITION AND MEMBERSHIP

(a) The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to wages, hours of work, and other conditions of employment for all its employees in Silver Bow County, Montana, performing work covered by this Agreement.

(b) This Agreement shall cover all janitresses' work performed by the Employer's employees in Silver Bow County, Montana, and the Union shall have jurisdiction over all such work.

(c) It shall be a condition of employment that all employees of the Employer, who perform work covered by this Agreement, who are members of the Union in good standing on either the effective date or the execution date of this Agreement, whichever date is later, shall remain members of the Union in
good standing, and those who are not members of the Union in good standing, on the later of said dates, shall become and remain members of the Union in good standing on the thirty-first (31st) day following either said effective date or said execution date, whichever is later. It shall also be a condition of employment that all employees of the Employer, who perform work covered by this Agreement, hired on or after either said effective date or said execution date, whichever is later, shall become and remain members of the Union in good standing on the thirty-first (31st) day following the beginning date of such employment.

SECTION 2. EMPLOYMENT

(a) The Employer retains the right to employ any janitress and be the sole judge of the competency of any employee.

SECTION 3. REGULAR, PART-TIME, EXTRA AND RELIEF EMPLOYEES

(a) Regular employees are those employees of the Employer covered by this Agreement who have been employed by the Employer for at least three (3) months of continuous employment of at least thirty (30) hours per week. Regular employees shall receive the wages and other benefits provided for in this Agreement for regular employees.

(b) All employees, other than regular employees as defined, are temporary employees and shall receive the wages and only those benefits specifically provided for
temporary employees in this Agreement except that employees hired to do the work of regular employees shall be paid at the daily rate.

SECTION 4. HOURS OF WORK

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

(b) Forty (40) hours within a calendar week shall constitute a week's work.

(c) All work performed in excess of eight (8) hours in any one day, or forty (40) hours in any one calendar week, shall be paid for at the rate of one and one-half (1-1/2) times the regular scale.

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

(e) It is agreed that daily hours of employment shall be consecutive.

SECTION 5. WAGES

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

(a) Effective December 15, 1974, to December 15, 1975:

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>DAILY</th>
<th>WEEKLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Janitresses</td>
<td>$20.50</td>
<td>$102.50</td>
</tr>
</tbody>
</table>

(b) The minimum regular wage scale set forth in the above section shall not prevent a superior employee from receiving more than said minimum wage scale provided for.
(c) No employee shall be subject to a lower wage scale than received at the time of the effective date of this Agreement.

SECTION 6. TEMPORARY EMPLOYEES

Temporary employees shall be guaranteed a minimum of two (2) hours' wages, per day, at a scale of $2.785 per hour on days on which they work.

Hours worked per day by temporary employees, in excess of the minimum guarantee, shall be paid for at the regular hourly rate and shall be subject to the daily and weekly overtime provisions of this Agreement, but in no event shall they receive compensation in any one week in excess of that paid daily employees unless any such excess is represented by work performed in accordance with Section 4(c) hereof and then only at the rates therein provided.

SECTION 7. HOLIDAYS

(a) Regular employees who do not work shall be paid a regular day's pay for each of the following holidays: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day, or other holidays on which the offices in which they work are closed, subject to the following terms and conditions:

(1) All regular employees who work on any of said holidays shall be paid two (2) times their regular day's pay only.
(2) All temporary employees who work on any of said holidays shall be paid one and one-half (1-1/2) times the hourly pay provided herein.

(3) Washington's Birthday, Decoration Day and Veterans Day will be observed on Mondays, as prescribed by Congress.

SECTION 8. VACATIONS

(a) Regular employees shall receive vacations and vacation pay according to the following schedule:

<table>
<thead>
<tr>
<th>PERIOD OF SERVICE</th>
<th>HOURS OF VACATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1) year</td>
<td>40 (1 week)</td>
</tr>
<tr>
<td>Two (2) years to five (5) years</td>
<td>80 (2 weeks)</td>
</tr>
<tr>
<td>Six (6) years</td>
<td>88</td>
</tr>
<tr>
<td>Seven (7) years</td>
<td>96</td>
</tr>
<tr>
<td>Eight (8) years</td>
<td>104</td>
</tr>
<tr>
<td>Nine (9) years</td>
<td>112</td>
</tr>
<tr>
<td>Ten (10) years to fifteen (15) years</td>
<td>120 (3 weeks)</td>
</tr>
<tr>
<td>Sixteen (16) years</td>
<td>128</td>
</tr>
<tr>
<td>Seventeen (17) years</td>
<td>136</td>
</tr>
<tr>
<td>Eighteen (18) years</td>
<td>144</td>
</tr>
<tr>
<td>Nineteen (19) years</td>
<td>152</td>
</tr>
<tr>
<td>Twenty (20) years and over</td>
<td>160 (4 weeks)</td>
</tr>
</tbody>
</table>

If a holiday falls within an employee's vacation period, she shall be granted an additional day on her regular vacation period with regular pay.

Vacation periods shall be assigned by the Employer.

SECTION 9. SICK LEAVE

All regular employees actually working and covered by this Agreement shall be entitled to an annual sick leave on account of sickness or accident as follows:
(a) For each year of actual service with the Employer one (1) week with pay, except that any employee with ten (10) or more years of service shall, after her 10th year, accumulate two (2) weeks per year for each year of actual service to restore any or all of her sick leave. Unused sick leave may be accumulated to a maximum leave of thirteen (13) weeks with pay.

(b) An employee, to be entitled to sick leave, on account of sickness (illness not caused by accident) must be absent from work for one (1) week or more because of such sickness, in which event she shall be paid, for the time absent from work during such sick leave, her regular pay rate. Shorter periods of sick leave or longer periods of sick leave than herein provided may be allowed at the discretion of the Employer.

(c) In order to be entitled to sick leave on account of accident, the employee must be absent from work for one (1) week or more due to an accident compensable under the Workmen's Compensation Law of the State of Montana, in which event she shall be paid, for the time absent from work during such sick leave, the difference between the rate of compensation to which she would be entitled under said law and her regular pay rate.

(d) No employee shall be entitled to sick leave unless she notifies the Employer on the first day of her illness and shall present to the Employer a doctor's certificate stating the nature of her illness and the period during which she was necessarily absent from work on account thereof.

(e) No employee shall be entitled to sick leave while on vacation or temporarily laid off by the Employer.

(f) Any employee who shall make false statements or representation in connection with her claim for sick leave shall forfeit all right to future sick leave, including those accumulated and unused, unless the Employer, in its discretion, waives the same by granting a subsequent leave.

(g) It is mutually agreed between the Employer and the Union that if a regular employee is absent from work for a period of five (5) consecutive days or less due to sickness, the Employer will
not be required to employ a substitute employee during such period unless two or more employees covered by this Agreement should be absent from work at the same time due to sickness, in which event a substitute employee will be employed by the Employer; if a regular employee is absent from work for a period of more than five (5) consecutive days because of sickness, the Employer shall employ a substitute employee.

(h) After two (2) full years of regular employment the Company will pay one-half (1/2) of employee's premium for the Company Long Term Disability Insurance Policy.

SECTION 10. BUSINESS AGENT

The business agent of the Union shall be allowed to visit employees in the interest of the Union during the regular business hours of the Employer.

SECTION 11. TERMINATION OF EMPLOYMENT

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.

SECTION 12. GENERAL

(a) The Employer shall furnish a special uniform only if such uniform is required by the Employer.

(b) Janitresses shall not be responsible for breakage while on duty except for willful or wanton acts.

(c) The Employer shall allow thirty (30) minutes for meal time for employees working seven (7) hours per day without loss of time.
(d) The following working rules, customs and practices shall be continued during the term of this Agreement and any extension hereof, to wit:

(1) **GENERAL** - Janitresses shall not: clean or dust Venetian blinds, ribbons, drapes, or windows; do cleaning of any kind on outside of building; clean rugs; use laundry or laundry cleaning equipment; wash windows, walls, woodwork or inside of elevator walls; or run machines for scrubbing. Janitresses shall wash glass diveters, vacuum rugs and dust auditorium when necessary, lay water, pick up water and wax, but shall not scrub.

(2) **MISCELLANEOUS** - Janitresses shall not: Lift desks or cabinets; travel from building to building; use stepladders; or replace another employee for any reason except sickness; or wash or wipe wall marks but may dust down paneling with a dusting tool provided for this work.

(3) **SUBSTATION** - All of the provisions of Subsection (d) of Section 12 shall apply to janitresses at the substation, except that janitresses at the substation may use the small scrubbing machine, a one-step stool, and may travel from one building to another.

**SECTION 13. 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 representative of the Company 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 an arbitration committee as hereinafter provided.

SECTION 14. ARBITRATION

(a) It is understood and agreed that in the event any question or controversy arising under this Agreement, or any of its terms, cannot be amicably adjusted by the parties hereto, the same shall be settled by arbitration as follows:

A committee composed of one (1) representative selected by the Union to act for it, and one (1) representative appointed by the Employer to act for it shall attempt to adjust any matters in controversy between the parties hereto, and in the event of failure after forty-eight (48) hours (Sundays and holidays excluded), to adjust such matters, an arbitrator shall be chosen by such committee, or in the event of the failure of such committee to agree upon the selection of an arbitrator within forty-eight (48) hours (Sundays and holidays excluded), either party may apply to the American Arbitration Association for the appointment of such arbitrator, unless the parties hereto mutually agree upon some other method of
selecting said arbitrator. Provided further, that if either of the parties hereto shall fail to appoint a representative as herein provided, or if any such representative shall fail or refuse to act on matters to be arbitrated hereunder, then the other party may, upon five (5) days' written notice to the opposite party, apply to the American Arbitration Association for the appointment of such arbitrator. The arbitrator selected as hereinabove provided shall, immediately upon his appointment, proceed to examine into and determine the question or controversy at issue in accordance with the rules of the American Arbitration Association now in effect and his findings shall be final and binding upon the parties hereto. Each party shall bear the expense of preparing and presenting its own case and the expense of its representative on the Arbitration Committee. The expense of the neutral arbitrator, as assessed by the arbitrator or the American Arbitration Association, shall be borne equally by the parties hereto.

SECTION 15. EQUAL OPPORTUNITY CLAUSE

In the performance of all matters relating to this contract the parties hereto agree to refrain from discrimination against any person or persons on the basis of race, color, religion, sex or national origin.

SECTION 16. 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.

SECTION 17. TERM OF AGREEMENT

This Agreement is effective on December 15, 1974, and continues to December 15, 1975, when it automatically renews itself and continues in full force and effect from year to year thereafter, unless written notice is given by either party to the other not less than sixty (60) days prior to the 15th day December in any year that changes are desired in any or all of these provisions.

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

CULINARY AND MISCELLANEOUS
EMPLOYEES UNION, LOCAL NUMBER
FOUR HUNDRED FIFTY-SEVEN (457)

Blausde A. Foulmer
President

Val Weber
Financial Secretary

Walter A. Kelley
Vice President

THE MONTANA POWER COMPANY

A. D. Craven
Assistant
Mr. Alex Ducich:
Montana Power Company
40 East Broadway
Butte, Montana 59701

Dear Mr. Ducich:

The janitresses employed by the Montana Power Company at a special meeting held September 13, 1974 have voted by secret ballot, to open their working agreement for negotiations.

The changes in said agreement desired by the Union are as follows:

Proposed Changes: Amend Section 5 Wages: Increase of $5.00 per day in all classifications for regularly scheduled employees and equalized in accordance for those employees who work on a temporary basis at a guaranteed minimum of two (2) hours work.

Add: New—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.

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

Amend: Section 7 Holidays Employee's Birthday to be added as an additional Holiday.

New: Cost of Living Clause to be added that will be comparable
to that which has been granted to other employees who are employed by the Montana Power Company.

Section 15: Term of Agreement: One year.

Our negotiating committee will be happy to meet with you at your convenience anytime after October 11, 1974.

Dated this 17th day of September 1974.

Sincerely,

Clela G. Sullivan,
Financial Secretary-Treasurer

Blanche A. Copenhaver, President

Culinary & Miscellaneous Employees
Local 457
formerly Women's Protective Union

CGS/df
Mrs. Blanche A. Copenhaver  
President  
Culinary and Miscellaneous Employees Union  
Local #457  
Miners Union Hall  
125 West Granite Street  
Butte, Montana  59701

Re: Opening of Working Agreement between  
Local #457 and Montana Power Company

Dear Mrs. Copenhaver:

I have your letter dated September 17 requesting that the subject agreement be opened for negotiations.

The proposed changes and additions outlined in your letter are being reviewed.

I will contact you in early November to firm up a date for a meeting and discussion of the proposals.

Yours very truly,

Alex C. Ducich

cc: W. G. Kelley  
    M. M. Ryan
New: The Employer will remit the full premium payment to the Insurance Company for the Hospital plan for the employees.

Section 15: Term of Agreement - One year contract.

Our negotiation committee will be available for a meeting with you at your convenience.

Dated October 9, 1975

October 9 75

Sincerely,

Mr. Walter Kelly,
Vice President - Chief Operations Officer
Montana Power Company
40 E. Broadway St.
Butte, Montana 59701

Margaret K. Harrington
Financial Secretary

Dear Mr. Kelly:

The janitresses employed by the Montana Power Company at a special meeting held October 8, 1975 voted by secret ballot to reopen their working Agreement for negotiations.

The proposed changes in the Agreement desired by the Union members are as follows:

Amend: Section 5 - Wages: Increase of five ($5.00) dollars per day in all classifications for regularly scheduled employees and equalized in accordance for those employees who work on a temporary basis at a guaranteed minimum of two (2) hours work.

New: Cost of living clause to be added that will be comparable to that which has been granted to other employees who are employed by the Montana Power Company.

Section 9 - Sick leave
Amend (g) to read: It is mutually agreed between the Employer and the Union that if a regular employee is absent from work due to sickness, the Employer will be required to employ a substitute employee during such period. Delete the rest of the paragraph.
New: The Employer will remit the full premium payment to the Insurance Company for the Hospital plan for the employees.

Section 15: Term of Agreement - One year contract.

Our negotiation committee will be available for a meeting with you at your convenience.

Dated October 9, 1975

Sincerely,

Margaret K. Harrington
Financial Secretary

Clara Dean Lewis
President