WOMEN'S PROTECTIVE UNION
Culinary Division
July 1, 1973 to June 30, 1974

AGREEMENT

THIS AGREEMENT, made and entered into this day of , 1973 at Butte, Montana, by and between the MONTANA COLLEGE OF MINERAL SCIENCE AND TECHNOLOGY, for and on behalf of the employees of its Culinary Division hereinafter referred to both singularly and collectively as "EMPLOYER" and the WOMEN'S PROTECTIVE UNION, LOCAL NO. 457, affiliated with the Silver Bow Trades and Labor Council, the Montana State AFL-CIO 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, between the parties hereto, as follows:

ARTICLE I. * RESPONSIBILITY

It is understood and agreed that in the negotiation and administration of this agreement, that all culinary workers employed by the Employer shall be covered by this Agreement. Culinary Workers hereinafter referred to as "EMPLOYEES", shall include all employees employed by the Employer, who perform work over which this Union has jurisdiction.

ARTICLE II. * JURISDICTION OF UNION

It is hereby agreed that the Union shall have jurisdiction over all Culinary Employees 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.

ARTICLE III. * UNION SECURITY

(A) The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees performing work covered by this Agreement. All such employees shall be required, within 31 days after; 1) the date of their employment by the Employer constituting a portion of the 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 this Union.

(B) 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 desires, and provided further that the Employer, within ten (10) days, notifies the Union of name, address and date of employment of such employee.

(C) 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 provisions or any other aspect or obligation of Union membership.

(D) 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 days' 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 V.

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

(F) 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.

ARTICLE IV.* HOURS OF WORK

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

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

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

All work performed in excess of five (5) days within a spread of any seven (7) days, or on the sixth (6) consecutive day, whether in one calendar week or not shall be paid for at the rate of one and one-half (1 1/2) times the regular scale.

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

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

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

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

ARTICLE V. * WAGES

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

| Classification           | Effective  
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>July 1, 1973--June 30, 1974</td>
</tr>
<tr>
<td></td>
<td>Daily</td>
</tr>
<tr>
<td>Cook</td>
<td>$18.71</td>
</tr>
<tr>
<td>Pastry Cook</td>
<td>18.70</td>
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<tr>
<td>Cook's Helper</td>
<td>16.81</td>
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<tr>
<td>Waitresses:</td>
<td></td>
</tr>
<tr>
<td>Counter and Table</td>
<td>16.44</td>
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<td>Table</td>
<td>16.12</td>
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<td>Table Split-shift</td>
<td>16.12</td>
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<tr>
<td>Counter</td>
<td>16.44</td>
</tr>
<tr>
<td>Counter Split-shift</td>
<td>16.44</td>
</tr>
<tr>
<td>Cook-Waitress</td>
<td>18.71</td>
</tr>
<tr>
<td>Cocktail Waitress</td>
<td>16.81</td>
</tr>
<tr>
<td>Dispensers</td>
<td>16.11</td>
</tr>
<tr>
<td>Cashiers</td>
<td>16.27</td>
</tr>
<tr>
<td>Dishwashers</td>
<td>16.52</td>
</tr>
<tr>
<td>Yard Girl</td>
<td>16.52</td>
</tr>
</tbody>
</table>

ARTICLE VI.* PART-TIME EMPLOYEES

A part-time employee is one who is hired to work less than eight (8) hours.

The above wage scale apply to part-time employee -
I Definition

Sick leave is the necessary absence from duty caused when an employee has suffered illness, injury, exposure to contagious disease that requires quarantine, or the necessary absence from duty to receive a medical examination or treatment, or family emergencies involving illness or death of a member of the employee's immediate family (spouse, parents, grandparents, brothers, sisters, children, and household dependents of employee or employee's spouse).

II General Policy

1. Each full-time employee is entitled to bona fide sick leave as are part-time, permanent employees. Temporary employees are entitled to sick leave if they have been continuously employed for 90 days or more.

2. Records of sick leave usage will be maintained in the Business Office, and all used sick leave must be reported there.

3. Leave not properly designated as "sick leave" will be charged to annual leave or leave without pay.

4. Teaching personnel employed by the Montana University System are not governed by the Provisions of Section 59-1008 (R.C.M. 1947) relating to sick leave.

III Provisions

1. Accrual

(a) Commencing July 1, 1971, employees earn sick leave credits at the rate of one working day (8 credits) for each calendar month of service. One hour is equal to one sick leave credit. Employees must work for at least 15 days to be eligible for credits for that month. Sick leave credits earned after July 1, 1971 are the only credits eligible as the basis for payment upon termination.

(c) from sixteen (16) years through twenty (20) years of employment at the rate of one and three-fourths (1 3/4) working days for each month of service.

(d) after twenty (20) years of employment at the rate of two (2) working days for each month of service."

Section 2. Section 59-1002, R. C. M. 1947, is amended to read as follows:

"59-1002. Accumulation of leave. Annual vacation leave may be accumulated to a total not to exceed thirty (30) working days as of the last day of any calendar year."

Part-time employees are entitled to a pro-rated vacation proportionately to the number of hours worked per week.
(b) Employees must work continuously for (90) calendar days before they may use earned sick leave, or are eligible for a lump sum payment for unused sick leave credits.

(c) Sick leave credits will be used on a first-earned--first-charged basis, and employees may accumulate sick leave credits without limitation.

2. Credits Earned Prior to July 1, 1971
Sick leave credits earned after July 1, 1971 are the only credits eligible as the basis for payment upon termination. The following table indicates time accumulated prior to July 1, 1971 which may be used for major illnesses only and which is not eligible as a basis for payment upon termination.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Days of Leave Accrued</th>
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<tbody>
<tr>
<td>1</td>
<td>6</td>
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<tr>
<td>2</td>
<td>12</td>
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<tr>
<td>3</td>
<td>18</td>
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<td>4</td>
<td>24</td>
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<td>5</td>
<td>30</td>
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<td>6</td>
<td>36</td>
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<td>42</td>
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<td>66</td>
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<td>12</td>
<td>72</td>
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<td>78</td>
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<td>84</td>
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<td>90</td>
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<td>96</td>
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<td>17</td>
<td>102</td>
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<tr>
<td>18</td>
<td>108</td>
</tr>
<tr>
<td>19</td>
<td>114</td>
</tr>
<tr>
<td>20 and over</td>
<td>120 (maximum)</td>
</tr>
</tbody>
</table>

3. New Employees
Employees starting employment on or before the 15th day of the calendar month will be credited with one day of sick leave at the end of the month. Employees starting employment on or after the 16th day of the calendar month will not receive credit for sick leave.

(c) From sixteen (16) years through twenty (20) years of employment at the rate of one and three-fourths (1 3/4) working days for each month of service.

(d) After twenty (20) years of employment at the rate of two (2) working days for each month of service.

Section 2. Section 59-1002, R. C. M. 1947, is amended to read as follows:

"59-1002. Accumulation of leave. Annual vacation leave may be accumulated to a total not to exceed thirty (30) working days as of the last day of any calendar year."

Part-time employees are entitled to a pro-rated vacation provided they work 20 hrs per week.
for their first partial month of employment.

4. Sick Leave Credit During a Leave of Absence

Employees will not accrue sick leave during a leave of absence without pay that exceeds fifteen (15) calendar days. In the event a leave of absence without pay extends over two calendar months, the employee may accrue one day of sick leave for one month, but not both.

5. Reporting Sick Leave

Employees must inform their immediate supervisors of their absences as soon as practical. All absences should be reported on time cards and will be documented and charged against the employee's sick leave account. A physician's certificate or other substantiating evidence may be required by employee's immediate supervisor.

6. Abuse of Sick Leave

Abuse of sick leave is cause for dismissal and forfeiture of the lump sum payment. Abuse of sick leave occurs when an employee misrepresents the actual reason for charging an absence to sick leave, or when an employee uses sick leave for unauthorized purposes. Determinations regarding abuse of sick leave will be made by the President upon advice of all those concerned.

7. Terminating Employees

Employees terminating on or before the 15th day of the calendar month will not receive sick leave credits for that month. Employees terminating on or after the 16th day of the calendar month will receive sick leave credits for that month.

8. Lump Sum Payment upon Termination

Eligible employees are entitled by law to receive a lump sum payment upon termination equal to one-fourth (1/4) of the pay attributed to the unused sick leave accrued after July 1, 1971. The computation of the value of the unused sick leave is based on the employee's salary rate at the time the sick leave was earned. The lump sum payment will be computed as follows:

Unused sick leave credits x normal hourly rate x 1/4 = payment.

(c) From sixteen (16) years through twenty (20) years of employment at the rate of one and three-fourths (1 3/4) working days for each month of service.

(d) after twenty (20) years of employment at the rate of two (2) working days for each month of service."

Section 2. Section 59-1002, R. C. M. 1947, is amended to read as follows:

"59-1002. Accumulation of leave. Annual vacation leave may be accumulated to a total not to exceed thirty (30) working days as of the last day of any calendar year."

Part-time employees are entitled to a pro-rated vacation provided they work 80 hrs. per week.
The Employer shall be permitted to employ part-time waitresses and kitchen employees on the following basis:

(A) One (1) part-time employee shall be permitted where three (3) regular employees are maintained.

(B) Two (2) part-time employees shall be permitted where six (6) regular employees are maintained, and one (1) additional part-time employee shall be permitted for each additional three (3) employees.

(C) Part-time employees shall be guaranteed a minimum of two and 35/100ths (2.35) dollars per hour after May 15, 1971. Said wage scale shall apply through six (6) consecutive hours of work; all work performed over six (6) hours shall be paid for at the regular daily wage scale as set forth in Article V. Split shift are considered full-time employees.

ARTICLE VII. HOLIDAYS

Employees granted THE HOLIDAYS which have been granted by State Law, and in addition any Holiday that is granted by the Governor, or the President of the United States.

(A) Work performed on the following Holidays shall be paid at the rate of one and one-half (1 1/2) times the regular daily wage scale as set forth in Article V.

1. Lincoln's Birthday.
2. Washington's Birthday--Third Monday in February.
3. Memorial Day--Last Monday in May.
5. Columbus Day--Second Monday in October.
7. State General Election Day.

Work performed on the following Holidays shall be paid at the rate of two (2) times the regular daily wage scale as set forth in Article V.

1. New Year's Day--January 1.
3. Thanksgiving Day--Fourth Thursday in November.

"If any of the above enumerated holidays fall upon Sunday, the Monday following shall be a holiday."

ARTICLE VIII. VACATION

"59-1001. Annual vacation leave. (1) Each employee of the State, or any county or city thereof, who is in continuous employment and service of the State, county or city thereof, is entitled to and shall earn annual vacation leave credit from the first full calendar month of employment. However, employees are not ENTITLED TO ANY LEAVE WITH FULL PAY UNTIL THEY HAVE WORKED CONTINUOUSLY FOR A PERIOD OF TWELVE (12) CALENDAR MONTHS. Vacation credits shall be earned in accordance with the following schedule:

(a) from one (1) month through ten (10) years of employment at the rate of one and one-quarter (1 1/4) working days for each month of service;

(b) from eleven (11) years through fifteen (15) years of employment at the rate of one and one-half (1 1/2) working days for each month of service;

(c) from sixteen (16) years through twenty (20) years of employment at the rate of one and three-fourths (1 3/4) working days for each month of service.

(d) after twenty (20) years of employment at the rate of two (2) working days for each month of service."

Section 2. Section 59-1002, R. C. M. 1947, is amended to read as follows:

"59-1002. Accumulation of leave. Annual vacation leave may be accumulated to a total not to exceed thirty (30) working days as of the last day of any calendar year."

Part-time employees are entitled to a pro-rated vacation provided they work 30 hrs per week.
ARTICLE IX.* SICK LEAVE

See attached General Policy.

ARTICLE X.* RETIREMENT

(A) When an individual reaches the age of 65, he or she must retire in accordance with the Board of Regents' policy. The date of retirement shall be the last day of the current pay period in which the individual reaches the retirement age.

(B) Any individual who already is 65 when the agreement takes effect (July 1, 1973), will have a retirement effective date of July 15, 1973.

ARTICLE XI.* BUSINESS AGENT

The Business Agent or designated replacement of the Union shall be entitled to enter the premises of the employer at any reasonable time to investigate working conditions and see that the agreement is being enforced, provided that such Business Agent or other officer of the Union shall first notify the management and/or supervisor and further provided that there shall be no interference with the proper conduct of business.

ARTICLE XII.* 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, 1945, 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; may dish up same, wash vegetables and rinse out pots and pans.

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

COOK'S HELPER: May perform any duties, 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, glass-ware, silver, etc. Dish up and serve such items as toast, cereals, pie, cake, ice cream, soup, desserts. and prepared salads; shall cut butter where a pantry woman is not employed; may sweep or vacuum her station, carry clean dishes from the kitchen to the dining area, remove dirty dishes from the dining area to the kitchen and unload soiled dishes.

COCKTAIL WAITRESS: Is a waitress who serves cocktails where there is a gathering where liquor is being served at tables preceding a luncheon or dinner or cocktail party.

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 the customers and give menus, type menus, keep her station clean, and may give refills of coffee.

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 dishwasher, peel and cut potatoes and vegetables, sweep and mop floors, but cannot assist in cooking, pantry work, or waitess work.

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

"Station" is defined as the dining and service area.

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

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

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

Students attending Montana College of Mineral Science and Technology shall be allowed to work on an hourly basis to help pay their way through school; provided they do not replace any of the regular Union Employees; and not be subject to this contract.

ARTICLE XIII. * MEALS

(A) The employer shall furnish a maximum of three (3) meals daily to each employee covered by this Agreement on days worked without charge to the employee. The Employer shall permit a maximum of thirty (30) minutes for each employee to secure and eat her meals 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 people eating in the 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.

(C) The Employers shall allow Employees who work a short shift of three (3) hours or less, one meal without charge to the Employee upon completion of the shift.

ARTICLE XIV. * 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 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 XV. * UNION HOUSE CARD

(A) 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 legitimate influence with organized labor and its friends to patronize only such houses as display the Union House Card.
ARTICLE XVI. * GENERAL

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

(B) Employees shall not be held responsible for accidental breakage of china, glassware or thermos bottles.

(C) When a special uniform is required, the Employers shall furnish and launder the uniform, unless it is of drip-dry material in which case the Employee shall care for it herself.

(D) No present employee shall suffer a reduction in hourly or daily rate of pay or a loss of any fringe benefits presently enjoyed due to the signing or operation of this Agreement. Nothing herein shall be construed to prevent the payment of wages in excess of the minimum wage scale as set forth in Article 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 consent of the Union.

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

(F) All past practices are agreed to be set forth in this Agreement. Those not set forth in other parts of this contract are as follows:

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

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

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

4. The cook shall be responsible to put the food away when the steam table closes. The dishwasher shall wash the containers and return them to the steam table ready for the next day. The cook takes the hot dishes to the kitchen. The cook, cook's helper, or pantry girl is then responsible for putting food away.

5. Dishwashers shall not wash walls or windows with the exception of the splash area of their work station.

6. The cook is responsible for the care of her stove.

7. A supervisor shall not replace a regular Employee for a full shift to hold a station, except to relieve.

ARTICLE XVII. * 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 days of the time said claim or grievance is alleged to have occurred or be forever waived.
(B) If the Executive Business Representative 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 XVIII.

**ARTICLE XVIII.** 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 the two (2) persons who shall serve as representatives of the referring party on a Board of Arbitration.

(B) Within three (3) days from receipt of the notice set forth in part (A) of this Article, the other party shall notify the referring party in writing of the names of two (2) persons who shall serve as representatives on the 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 party or both parties to Judge W. D. Murray, or his successor, of the United States District Court for the District of Montana, if there is no successor to Judge Murray at the time of said application, then application shall be made to the remaining Judge on the bench of said court, to furnish a list of five (5) disinterested persons willing to act, if selected, in the capacity of chairman and fifth member 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, 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 XIX.** 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 the parties hereto agree to immediately meet and negotiate such invalidated 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 XX.** SENIORITY AND DISCHARGE

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

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

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

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

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

ARTICLE XXI. * TERM OF AGREEMENT

(A) This entire Agreement, including wage scale except as herein provided is effective on the first day of July, 1973, and shall continue in full force and effect for one (1) year until the 30th day of June, 1974, at which time it is automatically renewed and continued 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 30th day of June in any year after 1974, indicating that changes are desired in any or all of the provisions 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) Counternotice must be served in writing upon the opposite party not less than forty-five (45) days prior to expiration of Agreement. Such notice and counternotice shall be transmitted by first-class mail return receipt letter. Postmarked date on envelope to be considered date of receipt. The issues as framed by notice and counternotice 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 counternotice if any, if no counternotice has been served, then within fifteen (15) days from the date of receipt for the original written notice.

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

WOMEN'S PROTECTIVE UNION, LOCAL NO. 457

By: ______________________________
President

______________________________
Financial-Secretary

______________________________
Business Agent

MONTANA COLLEGE OF MINERAL SCIENCE AND TECHNOLOGY

By: ______________________________
Business Manager

______________________________
Director, Auxiliary Enterprise