November 16, 1978

TO: Engineers and Janitresses
FROM: Gary Steuerwald
RE: November 23 & 24

ENGINERS: November 23 and 24 are paid holidays as per union contract.

JANITRESSES: November 23 and 24 are paid holidays as per union contract. The normal work week for janitresses is 24 hours, therefore you must work 16 hours during the week of November 20 thru 25, 1978.

It has been suggested that you work an eight hour shift on the 22nd thus giving you more time off.

Please indicate on your time cards the days and hours you are working.

HAPPY HOLIDAYS!

GS/bt

cc: C. Sullivan
S. Stephens
W. Evans
Marko Lucich, Chairman
Board of Trustees
110 North Montana St.
Butte, Montana 59701

Dear Mr. Lucich and Members of the Board of Trustees:

The members of the Culinary & Miscellaneous Employees #457, Butte, Montana, employed by School District #1 as School Janitresses and Cafeteria Workers and Hot Lunch Employees, voted to open their contracts for the 1981-82 school year, as follows:

School Janitresses

- Article V WAGES - $2.00 per hour with a cost of living clause.
- Article VII HEALTH & WELFARE - If experience ratio goes up, School District will pick up difference.

New:

- The Union requests a dues checkoff system, where all employees under jurisdiction of the Culinary & Miscellaneous Employees, who are employed by School District #1, as School Janitresses—Substitute Janitresses in the Schools, whether called by the School District or Job Service, be required to have their fees and dues deducted once a month from their paychecks and mailed to the Union office.

This shall also apply to those working as Cafeteria Workers and Hot Lunch Employees and Substitutes.

We further request a list of all working employees once a month, to identify dues paying members and to enforce the Contract, Article III, Hiring & Union Membership.
Marko Lucich, Chairman and Board of Trustees

Article XIV - HOLIDAYS - Janitresses want to exchange Miners Union Day as a paid Holiday for Christmas Eve and the Fourth of July for Easter Monday.

TERM OF AGREEMENT - One Year.

The Union reserves the right to bring to the negotiating table discussions deemed necessary regarding Janitresses, not specified, in these Proposals.

The Union Negotiating Committee will be ready to meet with you at the mutual convenience of both parties.

Sincerely

Seymour J. Flanagan, International Trustee

Glela G. Sullivan, Acting Financial Secretary

Frank Sullivan, Acting Business Agent
Reject - 75
take offer 41 - 20% increase.

Plan B:
30 - $/hr
31.74 -
total payment on
insurance
AGREEMENT
Between the
BOARD OF EDUCATION
OF
SCHOOL DISTRICT NO. 1
Silver Bow County, Montana
and the
CULINARY AND MISCELLANEOUS EMPLOYEES UNION
LOCAL NUMBER 457
JULY 1, 1980 to JUNE 30, 1981

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</tr>
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<td>10-13</td>
</tr>
</tbody>
</table>
Marco Lucich, Chairman
Board of Trustees
School District #1
111 North Montana St.
Butte, Montana 59701

Dear Mr. Lucich and Members of the Board of Trustees:

The members of the Culinary & Miscellaneous Employees #457, Butte, Mt., employed by School District #1 as Cafeteria Workers and Hot Lunch workers, list the following proposals for negotiating their contract for the 1981-82 school year.

WAGES - $1.00 per hour across the board in all classifications.

HEALTH & WELFARE - That the School District contribute toward the present Insurance Plan and if the experience ratio increases, the School District will pick up the difference.

HOLIDAYS - Ask for paid days for record keeping days and Teachers Conference Days. Also specify language in contract which provides if the employee works during the week a paid holiday falls in that they be paid for such holiday.

NEW ARTICLE - FINANCES - Employees ask that their checks be given to them on the 5th of each month before 1 P.M., or if the 5th falls on Saturday that they receive their checks on the day before. Want sick leave and vacation days put on their checks as Teachers and Engineers do.

All employees with the exception of satellite servers wish to be paid bi-monthly.

The Union reserves the right to bring to the negotiating table subjects pertaining to employees welfare.

The Union Negotiating Committee will meet with you at a mutually convenient time.

Sincerely

Seymour J. Flanagan, International Trustee

Clela G. Sullivan, Acting Financial Secretary

Frank Sullivan, Acting Business Representative

cc: William Milligan, Gary Steurwold, Rick Kravas
AGREEMENT
Between the
BOARD OF EDUCATION
of
SCHOOL DISTRICT NO. 1
Silver Bow County, Montana
and the
CULINARY AND MISCELLANEOUS EMPLOYEES UNION
Local Number 457
July 1, 1980 to June 30, 1981
AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 1980, by and between SCHOOL DISTRICT NO. 1, of SILVER BOW COUNTY, MONTANA, TRUSTEES, hereinafter referred to both singularly and collectively as "EMPLOYER" and CULINARY AND MISCELLANEOUS EMPLOYEES UNION, LOCAL NUMBER FOUR HUNDRED FIFTY-SEVEN (457), formerly Women's Protective Union, affiliated with the Hotel and Restaurant Employees and Bartenders' International Union, the Montana State A.F. of L. - C.I.O., the Silver Bow Trades and Labor Council and the State Culinary Alliance, hereinafter referred to as the "UNION".

WITNESSETH:

WHEREAS, the parties 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 and the Employees covered by this Agreement 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

COVERAGE OF AGREEMENT

This Agreement shall cover all janitresses employed by the Employer. Janitresses hereinafter referred to as "EMPLOYEES", shall include all employees employed by the Employer, who perform work over which the Union has jurisdiction.

ARTICLE II

JURISDICTION

The Union shall have jurisdiction over all employees and work covered by this Agreement and all employees and work over which the Union has jurisdiction.

ARTICLE III

HIRING AND UNION MEMBERSHIP

1. The Employer and the Union agree to observe existing procedures, past practices and requirements of the parties in the employment or re-employment of Employees to perform any work covered by this Agreement.
2. All Employees shall be and remain members of the Union as a term and condition of employment, in accordance with the existing procedure, past practices and requirements of the parties.

3. The existing procedures, past practices and requirement of the parties mentioned in Sections (1) and (2) of this Article shall not be changed or deviated from without the written mutual consent of the parties.

ARTICLE IV
HOURS OF WORK

1. A normal work day, for Employees, shall consist of a maximum of four (4) consecutive hours and a normal work week, for employees, shall consist of a maximum of six (6) normal work days, Monday through Saturday, in a calendar week or more than four (4) hours in any day, except as otherwise provided in this Article.

Employees may elect to work four (4) four-hour shifts, Monday through Thursday, and one (1) eight-hour shift on Friday. If employees make this election, the hours of work on Friday shall be between the hours of two p.m. and ten p.m. The hours of work Monday through Thursday shall be the same as other four-hour days as outlined in this Article.

Depending on each school situation, the hours worked shall be between the hours of two p.m. and seven p.m. Monday through Friday, except those who go to work cleaning the cafeterias; and between the hours of eight a.m. and twelve noon on Saturdays, except those who elect to work an eight-hour shift on Friday.

During cleanup before the fall school term, the hours shall be between the hours of eight a.m. and four p.m. An employee may work eight (8) hours on the day preceding a holiday if the schools are closed on the days after the holiday.

2. An employee may work twelve (12) eight (8) hour days and one (1) four (4) hour day before the beginning of school in the fall to prepare the school rooms for the school term; provided that no work shall be performed on Sundays. (And this cleanup period is completed prior to September 1st of each year). Employees who fail to work during this period, except for reasons beyond their control, shall return to work on September 15th in that year.

3. During the Easter and Christmas recess periods when schools are closed, there will be a general cleanup of the various buildings and janitresses will be required to work the requisite working days within the respective periods—this to guarantee no loss of pay during such periods. Janitresses shall not perform any work on legal holidays when schools are closed.
ARTICLE V

WAGES

1. For the 1980-81 school year, Employees shall be paid a minimum monthly wage of Six Hundred Seventy-nine and 22/100 dollars ($679.22) for the months of September through May, inclusive, regardless of whether the schools are open or not.

2. In addition to the above monthly wage, all Employees who work prior to the beginning of school in the fall, or in the month of June shall be paid as follows: One (1) regular day's pay for each four (4) hours or fraction thereof worked prior to September 1st; one (1) regular day's pay for each four (4) hours or fraction thereof worked in excess of four (4) hours per day from September 1st until school begins; and one (1) regular day's pay for each four (4) hours or fraction thereof worked in the month of June.

3. The minimum monthly wage of Employees shall not be reduced because of any holidays or vacations observed by the Employer in the school.

4. SUBSTITUTE EMPLOYEES -- Substitute employees shall be paid a regular day's pay for each four (4) hours or fraction thereof worked, but shall not be entitled to any other benefits provided for in this Agreement.

ARTICLE VI

VACATION

Vacations will be in compliance with Sections 2-18-612 through 2-18-617, Montana Codes Annotated, 1978, as follows:

A. Annual vacation leave. (1) Each full-time employee of the state, or any county or city thereof is entitled to and shall earn annual vacation leave credits from the first full pay period of employment. For calculating vacation leave credits two thousand eighty (2,080) hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months. Persons regularly employed nine (9) or more months each year, but whose continuous employment is interrupted by the seasonal nature of the position shall earn vacation credits. However, such persons must be employed six (6) qualifying months before they can use the vacation credits. In order to qualify, such employees must immediately report back for work when operations resume in order to avoid a break in service.
(2) A period of absence from employment with the state, county, or city occurring either during a war involving the United States or in any other national emergency and for 90 days thereafter for one of the following reasons is considered as service for the purpose of determining the number of years of employment used in calculating vacation leave credits under this section:

(a) having been ordered on active duty with the armed forces of the United States;
(b) voluntary service on active duty in the armed forces or on ships operated by or for the United States government; or
(c) direct assignment to the United States department of defense for duties related to national defense efforts if a leave of absence has been granted by the employer.

(3) Vacation leave credits shall be earned at a yearly rate calculated in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of employment</th>
<th>Working days credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 full pay period through 10 years</td>
<td>15</td>
</tr>
<tr>
<td>10 years through 15 years</td>
<td>18</td>
</tr>
<tr>
<td>15 years through 20 years</td>
<td>21</td>
</tr>
<tr>
<td>20 years on</td>
<td>24</td>
</tr>
</tbody>
</table>

(4) Permanent part-time employees are entitled to prorated annual vacation benefits if they have regularly scheduled work assignments and normally work at least twenty (20) hours each week of the pay period and have worked the qualifying period.

(5) It shall be unlawful for an employer to terminate or separate an employee from his employment in an attempt to circumvent the provisions of this law. Should a question arise under this paragraph, it shall be submitted to arbitration as provided by state law unless there is a collective bargaining agreement applicable.

B. Accumulation of leave. Annual vacation leave may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year.

C. Separation from service or transfer to other department -- cash for unused vacation leave upon termination. An employee who terminates his employment with the state, or any county or city thereof, for reason not reflecting discredit on himself, shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth in 2-18-612 above. However, if an employee transfers between agencies of the same state, county or city jurisdiction there shall be no cash
compensation paid for unused vacation leave. In such a transfer the receiving agency assumes the liability for the accrued vacation credits transferred with the employee.

D. Leave of absence exceeding fifteen days -- vacation leave does not accrue. Vacation leave shall not accrue during a leave of absence without pay, the duration of which exceeds fifteen (15) days.

E. Absence because of illness not chargeable against vacation unless approved by employee. Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by employee.

F. Determination of vacation dates. The dates when employees' annual vacation leaves shall be granted shall be determined by agreement between each employee and his employing agency, with regard to the best interest of the state, any county or city thereof, as well as the best interests of each employee.

ARTICLE VII

HEALTH AND WELFARE

The Employer shall pay the sum of One Hundred Nine and 44/100 dollars ($109.44) per month, per Employee, for each month of the calendar year, towards a Health and Welfare Plan covering Employees, which includes medical, dental and optical insurance coverage. The employer agrees that in the case of an increase in Health Insurance Premiums due to Experience Ratio, to meet with a Negotiating Team from the Union to renegotiate the Board's contribution. (This is not to be construed as meaning the Employer will pay such increase.)

The District will contribute its share for a total of 90 days after the Employee is out of sick leave -- in other words, the District will pay for three payments its share of the Employee's insurance cost.

ARTICLE VIII

SICK LEAVE

Sick leave will be in compliance with State Law as follows:

A. 2-18-618. Sick Leave. Each full-time employee of the state, or of any county or city thereof, is entitled to and shall earn sick leave credits for the first full pay period of employment. For calculating sick leave credits two thousand eighty (2080) hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate sick leave credits shall be earned and credited at the end of each pay period. Sick leave credits shall be earned at the rate of twelve (12) working days for each year of service without restriction as to the number of working days he may accumulate.
(2) An employee may not accrue sick leave credits during a continuous leave of absence without pay, which exceeds fifteen (15) calendar days. Employees are not entitled to be paid for sick leave under the provisions of this act until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits he has earned.

(3) Permanent part-time employees are entitled to prorated leave benefits if they have a regularly scheduled work assignment, and normally work at least twenty (20) hours each week of the pay period, and have worked the qualifying period.

(4) Full-time temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.

(5) An employee who terminates employment with the state or of any county or city thereof, is entitled to a lump-sum payment equal to one-fourth (¼) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he terminates his employment with the state, county, or city. Accrual of sick leave credits for calculating the lump-sum payment provided for in this subsection begins July 1, 1971. However, where an employee transfers between agencies within the same state, county or city jurisdiction he shall not be entitled to a lump-sum payment. In such a transfer the receiving agency shall assume the liability for the accrued sick leave credits earned after July 1, 1971, and transferred with the employee.

(6) An employee of the state or any county or city thereof who receives a lump sum payment pursuant to this act and who is again employed by the state or a county or city thereof shall not be credited with any sick leave for which he has previously been compensated.

(7) The department of administration of the state of Montana or the administrative office of any county or city thereof shall be responsible for the proper administration of sick leave and shall promulgate such rules and regulations as it deems necessary to achieve the uniform administration of sick leave and to prevent the abuse thereof. When promulgated these rules and regulations are effective as to all employees of the state of Montana or any county or city thereof.
(8) Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this act.

ARTICLE IX

SENIORITY AND JOB SECURITY

1. After a probationary period of thirty (30) days an Employee may not be discharged without good and sufficient cause and shall be entitled to a hearing before the Board of Trustees, if the Employee so requests.

2. Seniority based on the seniority lists provided for in this section, shall govern all reductions and increases in the working force, including layoffs and rehires. A seniority list for Employees covered by this Agreement, shall be maintained by the Employer as follows: The names of all present regular Employees shall be placed on the seniority list as of the date of their original employment as a regular Employee; after thirty (30) days from the date of hire as a regular Employee, a newly hired Employee's name shall be added to the seniority list as of the date of such Employee's employment as a regular Employee.

3. Seniority shall be considered when a vacancy is to be filled and requests for transfers are received.

4. An Employee shall not be discriminated against for Union Affiliations, activities, upholding Union principles, or serving on a Union committee.

5. So far as practicable, if there is to be any reduction in the working force for the following year, the Union and the Employee or Employees affected shall be notified prior to the 4th Monday in June of each year.

6. In lieu of career increment upon retirement an Employee with twenty (20) or more years of service with the District shall be allowed an additional five (5) days salary based on the current wage scale at the year of retirement.

ARTICLE X

GRIEVANCES

Disputes or grievances between the parties or of the Employees shall first be taken up with the School Clerk by the Business Agent of the Union; in the event any dispute or grievance cannot be settled by the School Clerk
and the Business Agent, such dispute or grievance shall be referred to a committee of equal members from the Employer and the Union for settlement.

ARTICLE XI

WORKING RULES

1. Working rules in effect on the date of this Agreement shall remain in effect and shall not be changed without the written mutual consent of the Employer and the Union, except as otherwise specifically changed or modified by the terms of this Agreement.

2. The direct supervision of the Employee's work, both during the school term and at other times, shall be agreed upon by the Employer and the Union and may be changed from time to time by mutual agreement of the Employer and the Union.

3. Employees shall not furnish cleaning supplies.

4. Employees shall not be required to use stepladders or to clean ealls or windows higher than they can reach from the floor.

5. Employees shall not be required to use scrubbing, waxing, or buffing machines.

6. Employees shall not be required to clean or attend men's or boy's restrooms.

ARTICLE XII

SAVINGS CLAUSE

In the event this Agreement, or any part of portion thereof, is declared illegal or the enforcement thereof is restrained or enjoined by a 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 of portion thereof, so declared illegal or restrained or enjoined.

ARTICLE XIII

TERMS OF AGREEMENT

This Agreement shall become effective on the 1st day of July, 1980, and shall continue for the period of one (1) year, 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 this Agreement prior to the 1st day of May in any year after 1980, that changes are desired in any or all of the provisions of this Agreement.

ARTICLE XIV

HOLIDAYS

The following holidays will be given with pay: Christmas, New Year's Day, Memorial Day, Miners' Union Day, Fourth of July, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Veterans Day, Friday during teachers convention, and Good Friday.
ADDENDUM
SUPPLEMENTAL WAGE AND BENEFITS
FOR HOT LUNCH EMPLOYEES

The following job classifications, descriptions and corresponding wages shall be effective for the term of this Agreement as outlined in Article XIII.

HEAD COOK

Shall perform any duties related to the successful operation of a cafeteria; shall take cash, keep necessary records, sell merchandise, assign workers, maintain inservice training, maintain standard of cleanliness and inventory control; and supervise serving to insure students a lunch served attractively and economically. Food preparation and portion control are another responsibility.
$5.65 per hour.

COOK

Shall do anything pertaining to cooking and preparing foods; may dish up same, clean vegetables, and shall not be required to carry excessively heavy supplies.
$4.98 per hour.

CCUK'S HELPER

Shall perform any duties to aid, help or assist a regular cook in her work, mop floors, scrape, rinse and wash dishes, pots and pans. She may also assist in any other duties pertaining to the preparation of foods.
$4.73 per hour.

SATELLITE SERVER

Shall do anything pertaining to the serving of prepared foods and beverages. She should keep her station clean and well supplies. She may wipe tables, sweep floors, and mop items spilled during the course of the lunch period. Removing dirty utensils to proper receptacles and washing serving equipment are another responsibility.
$4.80 per hour.

PART TIME KITCHEN HELP

(2-Hour Employees)

The Union hereby agrees to waive their "Closed Shop" Clause for these employees.
Any Hot Lunch Employee assuming the duties, but not assisting, aiding or helping, of a higher paid employee shall receive the pay of the higher classification. Said employees shall be entitled to only wage payments under this contract.

$4.73 per hour.

RETIREMENT BENEFITS

Employees of the Hot Lunch Project will be included under the Montana Public Employees Retirement System.

VACATION


SICK LEAVE

Employees will be granted sick leave as set forth in Section 2-18-618, Montana Codes Annotated, 1978.

HEALTH AND WELFARE

The Employer shall pay for each month of the calendar year, towards a Health and Welfare Plan, including medical, dental and optical insurance coverage for Employees, and these payments shall be made in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Premium</th>
<th>Employer's Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>SINGLE</td>
<td>$52.21</td>
</tr>
<tr>
<td>TWO-PARTY</td>
<td>90.53</td>
</tr>
<tr>
<td>FAMILY</td>
<td>102.31</td>
</tr>
</tbody>
</table>

The Employer agrees, that in the case of an increase in Health Insurance Premiums due to Experience Ratio, to meet with a Negotiating Team from the Union to renegotiate the Board's contribution. (This is not to be construed as meaning the Employer will pay such increase.)

HOLIDAYS

The following Holidays will be given with pay: Thanksgiving Day, Friday following Thanksgiving, Mothers Day, Easter Sunday, Memorial Day, and Labor Day for all employees scheduled to work the week the holidays fall in. In addition all employees will be given with pay, any holiday which falls during a scheduled workweek, e.g. Christmas Day, New Year's Day.
SENIORITY AND JOB SECURITY

1. After a probationary period of thirty (30) days an Employee may not be discharged without good and sufficient cause and shall be entitled to a hearing before the Board of Trustees, if the Employee so requests.

2. Seniority based on the seniority lists provided for in this section, shall govern all reductions and increases in the working force, including lay-offs and rehires. A seniority list for employees covered by this Agreement, shall be maintained by the Employer as follows: The names of all present regular Employees shall be placed on the seniority list as of the date of their original employment as a regular employee; after thirty (30) days from the date of hire as a regular Employee a newly hired Employee's name shall be added to the seniority list as of the date of such Employee's employment as a regular Employee.

3. Seniority shall be considered when a vacancy is to be filled and requests for transfers are received.

4. An Employee shall not be discriminated against for Union affiliation, activities, upholding Union principles, or serving on a Union committee.

5. So far as practicable, if there is to be any reduction in the working force for the following year, the Union and the Employee or Employees affected shall be notified prior to the 4th Monday in June of each year.

6. In lieu of career increment upon retirement an Employee with twenty (20) or more years of service with the District shall be allowed an additional five (5) days' salary based on the current wage scale at the year of retirement.

WORKING RULES

1. Substitutes will be provided. It is the responsibility of the absent employee to give notification to the Hot Lunch Director in a timely form in order to send out a substitute.

2. Provisions will be made to insure that the ladies do not have to carry excessive weights.

3. Satellite Servers will not be required to put up or take down lunch tables.
4. Any employee who wishes to buy back P.E.R.S. Credits will be allowed to do so.

IN WITNESS WHEREOF, the parties hereto set their hands on the day and year first above mentioned.

SCHOOL DISTRICT NO. 1
SILVER BOW COUNTY, MONTANA

By:

Marko Lucich
Chairman of the Board

ATTEST:

Gary W. Steuerwald
Director of Business Administration

CULINARY & MISCELLANEOUS EMPLOYEES UNION, LOCAL NO. 45

By:

Dolly Riddle
Financial Secretary

Helen Ygnatowiz
Business Agent