L Labor Agreement between Silver Bow General Hospital and Culinary and Miscellaneous Employees Union Local 457

Term July 1, 1978 to July 1, 1980

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of not less than thirty (30) minutes per day.
AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO THIS 7TH DAY OF SEPTEMBER, 1978, at BUTTE, MONTANA, by and BETWEEN THE BUTTE-SILVER BOW, MONTANA, for and in behalf of the SILVER BOW GENERAL HOSPITAL AND ANNEX, hereinafter referred to both singularly and collectively as "EMPLOYER" and the CULINARY AND MISCELLANEOUS EMPLOYEES UNION LOCAL NO. FOUR HUNDRED FIFTY SEVEN (457) affiliated with Hotel and Restaurant Employees and Bartenders International Union, the Montana State A.F. of L.-Alliance, hereinafter referred to as "UNION".

WITNESSETH THAT:

Article I -- Intent of Agreement

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 WHEREAS, the Union recognizes the necessity of having an agreement for the purpose of facilitating a peaceful adjustment of differences which may arise from time to time.

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

Article II -- Recognition and Membership

(A) The Employer has the exclusive duty and right to determine the quality and quantity of patient care, to manage the business and schedule work. The right to hire, lay off, promote, transfer, discharge for cause, maintain discipline, determine job classifications and specifications, require observance of Employer's Rules and Regulations, and maintain efficiency of the employees is the sole responsibility of the Employer, provided that the Union members shall not exercise these rights in violation of the provisions of this Agreement. The foregoing enumeration of Employer's rights shall not be deemed to exclude other functions not specifically set forth. The Employer, therefore, retains all rights not otherwise specifically covered by this Agreement.

(B) The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours of work, and other conditions of employment for all its employees in the classifications as set forth in Article IV, Section A of this Agreement.

(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 is later, shall remain members 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 the beginning date of such employment.

(D) The Employer shall furnish the Union with the names, addresses, and classifications of all employees covered by the terms of the Agreement on the first (1st) day of each month.

(E) The Employer reserves the right to be sole judge of the competence of its employees.

Article III -- 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. This shall include a lunch period of not less than thirty (30) minutes per day.
(C) All work performed in excess of eight (8) hours in any day, or forty 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 a 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) One rest period shall be provided during each half of the normal work day, and provided further that each rest period shall not exceed ten (10) minutes. Rest periods to be scheduled by the Hospital.

(F) The Employer agrees to abide by and maintain standards of sanitation, safety and health in accordance with Federal, State, and County Laws and Regulations. These standards shall include proper notification to employees when a patient is hospitalized with an infectious or contagious illness, so that the employee can take the necessary precautions for their own safety.

**Article IV -- Wages**

(A) Effective July 1, 1978, through the term of this agreement, all new employees will be hired at the following beginning scale:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Scale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class I</td>
<td></td>
</tr>
<tr>
<td>Cooks</td>
<td>$4.74/hr.</td>
</tr>
<tr>
<td>Pastry Cooks</td>
<td></td>
</tr>
<tr>
<td>Class II</td>
<td></td>
</tr>
<tr>
<td>Cooks Helper</td>
<td>4.515/hr.</td>
</tr>
<tr>
<td>Class III</td>
<td></td>
</tr>
<tr>
<td>Pantry Girl</td>
<td>4.46/hr.</td>
</tr>
<tr>
<td>Yard Girl</td>
<td></td>
</tr>
<tr>
<td>Class IV</td>
<td></td>
</tr>
<tr>
<td>Kitchen Helper</td>
<td>4.43/hr.</td>
</tr>
<tr>
<td>Dishwasher</td>
<td></td>
</tr>
<tr>
<td>Pot Washer</td>
<td></td>
</tr>
<tr>
<td>Dish-up Girl</td>
<td></td>
</tr>
<tr>
<td>Kitchen Girl/Cashier</td>
<td></td>
</tr>
<tr>
<td>Class V</td>
<td></td>
</tr>
<tr>
<td>Maids</td>
<td>4.407/hr.</td>
</tr>
</tbody>
</table>

(B) Effective 7/1/78, all existing employees in all classifications will receive an increase of nine cents per hour (.09/hr.).

(C) Effective 7/1/78, all existing employees will receive an increase in pay based upon years of service. The increases will be awarded according to the following schedule:

<table>
<thead>
<tr>
<th>Condition</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) less than two (2) years experience</td>
<td>$.05/hr.</td>
</tr>
<tr>
<td>2) two (2) through four (4) years experience</td>
<td>.15/hr.</td>
</tr>
<tr>
<td>3) five (5) through ten (10) years experience</td>
<td>.20/hr.</td>
</tr>
<tr>
<td>4) over ten (10) years experience</td>
<td>.30/hr.</td>
</tr>
</tbody>
</table>

(D) Effective 7/1/79, all existing employees will receive an increase in pay based upon years of service. The increases will be awarded according to the following schedule:

<table>
<thead>
<tr>
<th>Condition</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) less than 2 years</td>
<td>$.10/hr.</td>
</tr>
<tr>
<td>2) same as C above</td>
<td>.15/hr.</td>
</tr>
<tr>
<td>3) same as C above</td>
<td>.20/hr.</td>
</tr>
<tr>
<td>4) same as C above</td>
<td>.25/hr.</td>
</tr>
</tbody>
</table>

(E) The minimum wage scale set forth in Part (A) of this Article shall not
prevent a superior employee from receiving more than said wage scale.

(F) In cases where an employee occupies a combination position that combines two or more classifications of work as a regular schedule, shall be paid at the rate of pay for the highest classification.

(G) No employee shall receive less wages than received at the time of the effective date of this Agreement in accordance with the job held; or suffer a loss of fringe benefits enjoyed prior to the signature of this Agreement.

Article V -- Holidays

The following paid holidays shall be allowed: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day (4th of July), Labor Day, Columbus Day, Veterans' Day, General Election Day, Thanksgiving Day, Christmas Day. When any of the foregoing holidays is worked the employee shall be paid double time and a half for each holiday worked. If a holiday occurs during a vacation period, one day will be added to the vacation.

Employee's Birthday: Those employees who regularly work at least 32 hours per week and who are scheduled to work on their birthday, must notify the supervisor seven days prior to the date and will receive the day off. Compensation will be at straight time. If the employee fails to notify as above, or if the birthday falls on a regularly scheduled day off, no compensation will be going for.

1. Each full time employee not on authorized leave of absence or excused absence shall be paid for eight (8) hours at straight time rate of pay on any of the above holidays not worked provided that:

   A. Such employee is on the active payroll of the Employer and

   B. Has worked at least thirty (30) days immediately preceding the holiday involved, and

   C. All regular employees shall work a minimum of three (3) regular shifts within the week a paid holiday falls within to be eligible for compensation under this Article.

2. An employee who is scheduled to work on any holiday and does not work said holiday shall receive no pay for such holiday.

3. Any Dietary Employee working on any of such Holidays shall be paid at the rate of two and one-half (2½) times the daily scale. Housekeeping Employees shall be paid at the rate of two and one-half (2½) times the hourly rate for the hours worked on a Holiday as Holiday pay, in accordance with the above specified conditions in (1) and (2).

4. If any of the above holidays with the exception of the Employee's birthday, fall within a regular employee's vacation, the regular employee shall receive an extra day vacation time. If the Employee's Birthday falls on the Employee's regularly scheduled day to work, they will be paid at the Holiday rate of pay if asked to work.

Article VI -- Vacations

Employees shall receive vacation in accordance with Montana Law. 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. It shall be unlawful for an employer to terminate or separate an employee from their employment in an attempt to circumvent the provisions of this law.

Employees entitled to a vacation period shall receive vacations in accordance with the schedule to be prepared by the Employer having regard to the expressed desire of the Employee and their seniority being considered. Split vacations, except for a good cause, shall not be permitted.
Each employee covered under this Agreement who shall have been in continuous employment and service of the hospital for one (1) year from the date of employment is entitled to and shall be granted annual vacation leave with full pay according to the following schedule:

(a) From one (1) year to ten (10) years of employment at the rate of 1\(\frac{1}{2}\) working days for each month of service.

(b) From ten (10) years to fifteen (15) years of employment at the rate of one and one-half (1\(\frac{1}{2}\)) working days for each month of service.

(c) From fifteen (15) years to twenty (20) years of employment at the rate of one and three-fourths (1 \(\frac{3}{4}\)) 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.

Article VIII -- Meals

1. All employees covered by this Agreement shall receive meals on the days worked as follows:

2. After employees have been on shift for a minimum of four (4) hours, they shall have thirty (30) minutes for mealtime and a place to sit down to enjoy this meal. This meal period shall be within the eight (8) hour work day and shall be considered a paid meal period.

3. There will be a payroll deduction from all employees to defray the costs of the meals consumed. The deduction for full time employees will be fifteen ($15.00) dollars per month. The deduction for part time employees will be computed as nine cents ($0.09) per hour worked.

Article IX -- Sick Leave

(A) Commencing on the first day, when an employee is hospitalized, and on the second day, when an employee is not hospitalized, sick leave, with pay for bona-fide illness will be granted at the rate of one (1) day for each month of continuous full-time employment in accordance with Montana Law.

(B) Employees shall earn sick leave credits for one (1) working day (8 hours) for each calendar month worked. Such credit shall be accumulated without limitation. Sick leave credits are earned from the first day of employment, but cannot be used during the first ninety (90) days of employment. Sick leave credits are not earned during leave of absence without pay that exceed fifteen (15) calendar days.

Terminating employees, who have worked more than ninety (90) days, are entitled to a lump-sum payment equal to \(\frac{1}{2}\) value of the accumulated sick leave credits earned after July 1, 1971. The payment shall be computed at the employee’s salary when the sick leave credits are earned. If a terminated employee is later employed by a governmental unit they are not entitled to any sick leave credits for which they have previously been compensated.

The abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payment for any unused sick leave credits.

(C) Verification by a doctor, who is a member of the local Medical Society, may be required at the option of the employer for an illness less than five (5) days and such verification must be furnished where the illness exceeds five (5) days.

(D) No sick leave will be granted for any work absence for which the employee receives workmen's compensation or which is due to pregnancy.

(E) Sick leave may not be added to vacation.

(F) Employees regularly employed on a part-time basis of sixteen (16) hours per week shall receive sick leave with pay on a pro ratio basis in accordance with this Article.
Article XI -- Arbitration

It is understood and agreed that in the event of any grievance, question, or controversy arising under this Agreement, or any of it, shall attempt to adjust any matters in controversy between the parties hereto, and in the event of failure after seventy-two (72) hours (Sundays and Holidays excluded), to adjust such matters, an impartial arbitrator shall be chosen by such committee, or in the event of the failure of such committee to agree upon the selection of an impartial arbitrator within seventy-two (72) hours (Sundays and Holidays excluded) application shall be made by the parties to the United States Federal Mediation and Conciliation Service, through the San Francisco Regional Office to submit a list of five (5) names of qualified individuals who would serve as an impartial arbitrator in the dispute. Each party shall alternately strike two (2) names from the list, and the remaining name to be the individual who shall function as the neutral member and Chairman of the Arbitration Board. The decision of the Board of Arbitration shall be made promptly after the conclusion of the Arbitration hearing. The arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement. The decision of award by said arbitrators, or a majority of them shall be final and binding upon the parties. The expenses of the neutral member and Chairman of the Board of Arbitration shall be borne by the parties equally.

Article XII -- Seniority Clause

The Employer and the Union agree that merit and ability being equal, length of service shall govern in layoffs or cutbacks. A permanent part-time employee shall have preference based on seniority to be placed on full-time work before a new employee. The Employer shall be the sole judge of the competency of the Employees. Employees who have been laid off or cut back due to slackness of work or low census days will be given priority in employment in accordance to length of service, whether full-time or part-time employees. The Employer's decision shall be subject to the grievance procedure in the contract.

Article XIII -- 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 person's race, religion, color or national origin, age or sex.

Article XIV -- Savings Clause

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

Article XV -- Health Insurance Plan

The employer will contribute up to ninety percent (90%) of an employee's monthly insurance premium up to a maximum of sixty dollars ($60.00) per month for all full-time employees. The maximum contribution for part-time employees shall be computed at the rate of thirty-five cents ($.35) per hour. This provision will become effective on January 1, 1979. For the period from July 1, 1978, to December 31, 1978, the contribution will continue to be $35.44 per month.

Article XVI -- Cost of Living Adjustment (COLA)

All existing employees shall receive, in addition to those wage increases provided in Article IV above, semi-annual COLA increases on 1/1/79, 7/1/79 and 1/1/80. The COLA increases will be computed on the basis of 1% per hour for each 3-point increase in the BLS Consumer Price Index for 1978, Unrevised 1967 = 100 (Index) based on the difference in the index period for the six months period preceding the adjustment dates, provided however, that the maximum adjustment for any period will be twelve cents (12c). Such COLA increases shall be rolled into and remain part of the hourly wage rates of all employees employed as of the date of the adjustment but will not affect the starting wage for any classification
defined in Article IV (A) above. This provision does not commit the employer to any COLA adjustments other than the three (3) adjustments specifically provided for herein and it is expressly understood and agreed that any COLA adjustments beyond the term of this agreement are to be the subject of the negotiation process directed at extending or renewing this contract agreement.

TERM OF AGREEMENT

Two (2) years, July 1, 1978, to July 1, 1980.

(A) This agreement is effective July 1, 1978, and continues to July 1, 1980, and automatically renews itself and continues in full force and effect from year to year thereafter, unless written notice is given either party to the other not less than sixty (60) days prior to the 1st day of July in any year that changes are desired in any or all of these provisions.

CULINARY & MISCELLANEOUS EMPLOYEES
UNION #457 Affiliated with the Hotel
and Restaurant Employees and Bartenders
International Union, A.F. of L.

M. F. Hernandez

Dela. J. Sullivan

W. S. Smyth

BUTTE-SILVER BOW, MONTANA for
Silver Bow General Hospital and
Annex

Mario Micone

James J. Murphy
ADDENDUM #1

Classification Schedule

Class I

COOKS: Handles and prepares food in accordance with sanitary regulations, dishes up and serves. Takes care of their stationary equipment; may assist in filling steam tables, but does not perform duties of a kitchen helper.

PAstry COOK: Mixes batters and prepares and bakes all pastries and makes other desserts required of them to meet menu requirements.

Class II

COOK'S HELPER: Performs any duties to assist a regular cook in their work. May also assist in pantry work. This classification may be used only when a cook is on duty.

Class III

PANTRY EMPLOYEE: Dishes up all foods. Fixes juices, makes toast, prepares beverages, strips and sets up trays, and keeps their station clean.

YARD EMPLOYEE: 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.

Class IV

KITCHEN HELPER: Performs a variety of unskilled duties in the kitchen, such as cleaning work tables, meat block, refrigerator, and grease trays; sweeping and mopping floors; obtaining and distributing supplies and utensils; and watching and stirring cooking foods to prevent burning, carries dirty cooking utensils to be washed and returns cleaned utensils to proper place in kitchen. May clean pots and kitchen utensils. Carries out garbage. Delivers food trays to floor diet kitchens and collects dirty dishes from trays. May assist in setting up trays and dishing up food and desserts at meal times.

DISHWASHER-POTWASHER: May scrape and wash dishes, pots, and pans. Clean the work area and kitchen equipment. May assist in cleaning vegetables, and keep refrigerator clean.

COUNTER EMPLOYEE - CASHIER: Shall take cash, sell merchandise, keep up necessary records, and keep the station clean.

DISH-UP EMPLOYEE - CAFETERIA: May fill the steam table as needed, and dish up contents of same. May dish up cold cereals, fruits, juices, salads, and desserts. Keep the station and equipment clean. May assist with dishes if necessary, in an emergency.

CLASS V

MAIDS: (A) Maids shall perform the following duties:

1. Clean all floors in all buildings designated. Scrub, mop or sweep as instructed.
2. Clean all stairs, halls, etc.
3. Wash windows, change curtains and/or drapes, and polish furniture.
4. Clean toilet bowls.
5. Dust all furniture. Clean room when patient leaves.
6. Polish all metal strips and clean tray shelves. Clean all woodwork.
7. Clean surgeries, as specified.
8. Clean sterilizer and tanks, and utility cans.
9. Clean dust mops and change dust mops.
10. Scrub and clean all wooden or metal tables used in hallways.
11. Clean all furniture in surgeries. Clean and wash all painted furniture in designated ways. Dust patients' beds, dust underneath small tables and wipe overhead tables. Move furniture and mop floor carefully. Clean inside window sills, sills inside screens, storm windows and steam pipes. Polish all metal fixtures, furniture and woodwork.
12. Clean upholstered furniture.
13. Dust all lamp shades.
14. Damp dust all venetian blinds.