To: Surgery Maids

From: Paul B. DeLong

RE: Negotiated Rate of Surgery Maids

This memorandum is to serve addendum to the Contract between St. James Community Hospital and the Culinary and Miscellaneous Employees Local #457 for the period of 2/5/74 to 2/4/76.

At this time, it is difficult to calculate a salary rate for the surgery maids which would be comparable to our janitor scale. At no time, however, will the surgery maid get less than the non-surgery maid. For this reason, we will expect to presently pay the surgery maid the same negotiated rate as the non-surgery maid.

All increases for the surgery maid will be made retroactive to the date of the contract-2/5/74, at such time as a rate for the surgery maids can be calculated to comparable to the janitor scale. The revised rate will then become a part of this contract as an addendum which will replace this memorandum.

The surgery maid scale will be calculated no later than 8/5/74 and more likely within the next month.

Sincerely,

Paul B. DeLong
# Culinary & Miscellaneous Employees #457

& Saint James Community Hospital

(2/5/74 - 2/4/76)

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AGREEMENT

This Agreement entered into between Saint James Community Hospital, Butte, Montana, operated by the Sisters of Charity of Leavenworth Health Services Corporation, hereinafter referred to as the "Employer" and the Culinary and Miscellaneous Employees, Local Number Four Hundred Fifty-seven (457), affiliated with the Hotel and Restaurant Employees and Bartender's International Union AFL-CIO - Montana State AFL-CIO and Silver Bow Trades and Labor Council, hereinafter referred to as the "Union" WITNESSETH:

I EQUAL OPPORTUNITY

The employer and the union agree that each will fully comply with all applicable laws and regulations regarding discrimination against any employee because of such person's race, religion, color, national origin, sex or age.

II RECOGNITION AND MEMBERSHIP

1. The Employer recognizes the Union as the sole representative, for bargaining purposes, of the employees in the job classifications set forth under Wages.

2. All employees, who perform work in the job classifications set forth under Wages, who are members of the Union in good standing shall remain members in good standing for the term of this Agreement; and those who are not members of the Union shall become members within thirty-one (31) days of the effective date of this Agreement and remain members of the Union in good standing for the term of this Agreement; and new employees hired after the effective date of this Agreement shall within thirty-one (31) days of their beginning date of employment become members of the Union in good standing for the term of this Agreement. Good standing, for the purpose of this Agreement, shall mean the payment or tender of Union initiation fees and membership dues to an authorized agent of the Union.

III EMPLOYEE STATUS

Employees who regularly work forty (40) hours per week shall be considered full-time employees.

Employees who regularly work at least sixteen (16) hours per week but less than forty (40) hours per week shall be considered as part-time employees. Part-time employees shall be paid at the hourly rate set forth under WAGES.
IV WORK WEEK, HOURS OF WORK, AND OVERTIME

1. The work week shall consist of five (5) days of eight (8) hours each in the period commencing at 12:01 A.M. on Sunday of each week, and shall end at 12:00 P.M. (midnight) the following Saturday.

2. Time and one-half the regular straight time rate will be paid for all hours worked:
   A. in excess of eight (8) hours per day
   B. in excess of forty (40) hours per week and
   C. on the sixth (6th) consecutive day, whether in one calendar week or not, subject to the provisions outlined below:

      (1) Part time employees will not receive premium pay under the provisions indicated above unless such work exceeds the daily or weekly overtime worked requirements of 8 hours per day or 40 hours per week.

      (2) Employees who work the sixth (6th) consecutive days at their own request, will not be paid overtime pay.

V CONTINUOUS SERVICE

Continuous service is that time of employment at St. James Community Hospital which is considered unbroken and is used to compute employe benefits, such as vacations, paid holidays, etc. Continuous service is broken by:

1. A termination - voluntary resignation of an employe.
2. A discharge - separation due to misconduct or negligence in line of duty.
3. Failure to report for work at the expiration of a leave of absence and in accordance with the terms of the leave.
4. Release or dismissal because of inability to perform work satisfactorily.
5. A transfer from full-time to part-time. (This affects continuous service only in that the benefits of a part-time employe are not the same as those of a full-time employe).
Classification

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1. The employer will make available to the Union a current copy of all job descriptions covered by the classifications in this agreement. All employees covered by this Agreement may contact their department supervisor or the union to review their job description. In addition, the employer will make available, to new employees, a copy of their job description.

2. No employee shall receive less than the hourly rate being paid at the effective date of this Agreement provided, however, the employee is not transferred to a different position.

3. In cases where an employee occupies a position which combines two or more classifications of work that employee shall be paid at the rate of the higher classification.

4. Temporary transfers of employees for the purpose of on the job training to a higher rated job, for a period not to exceed thirty (30) working days, may be made without change of rates. If the employee in training assumes the full responsibility of the higher rated job before the end of the said thirty (30) working days period, the employee will be paid the higher rate at the time the full responsibility is assumed.

VII MEALS

1. Employees shall receive meals on days on which they work.

2. After maids have been working a minimum of four (4) hours they will have a
"regularly scheduled", designated meal period for thirty (30) minutes which will be considered within the eight (8) hour work day. Dietary personnel shall be entitled to a "non-scheduled" thirty (30) minute meal period, which will be considered within the eight (8) hour work day. It is understood that the thirty (30) minutes begin at the time the employee leaves the work station. No more than thirty (30) minutes may elapse until the employee returns to his or her work station.

3. Other meals must be eaten before or after the day's work of eight (8) hours.

4. The value of these meals, for dietary and housekeeping personnel, shall be reported as gross earnings in accordance with the amended Internal Revenue Code of 1954 (Section 1119-1 (a) (2)) and pursuant to the interpretation thereof by the Office of the U. S. Treasury Department, Internal Revenue Service, District Director, Helena, Montana 59601.

VIII VACATIONS

A. FULL-TIME EMPLOYEES

1. Full-time employees will receive a vacation allowance of one week (forty (40) hours at straight time rate of pay after one year (2080) hours of continuous service.

Time off from work due to illness, or excused absence approved by the Employer, not exceeding 21 calendar days (15 working days) shall be considered as days worked for the purpose of computing hours needed for vacations.

2. Full-time employees will receive a vacation allowance of two (2) weeks (eighty (80) hours at straight time rate of pay with the completion of two (2) through four (4) years of continuous service.

3. Full-time employees will receive a vacation allowance of three (3) weeks (one hundred twenty (120) hours at straight time rate of pay after five (5) years of continuous service.

4. Full-time employees will receive a vacation allowance of one (1) additional paid day per year, up to a maximum of five (5) additional days (one hundred
sixty (160) hours at straight time rate of pay with the completion of ten (10) years of continuous service.

5. If a holiday (see Holidays) occurs during an employe's scheduled vacation, the employe will receive eight (8) hours of holiday pay.

6. Schedules of vacations are to be prepared by the Employer who shall take into consideration the requests of employes.

7. Vacation time off must be taken within one year of the payment of the vacation allowance. Salary payment may not be taken in lieu of vacation time off.

B. PART-TIME EMPLOYES

1. Part-time employes must work a minimum of 832 hours per year (continuous service date to continuous service date) to receive a pro-rated vacation based on actual hours worked.

2. If a part-time employe takes off two (2) payroll (bi-weekly) periods in succession, the employe will forfeit the vacation allowance for the year; unless, the employe was off due to illness, which must be verified by a Doctor's certificate.

IX SICK LEAVE

1. All full-time employes who have been continuously employed for three (3) months may accumulate 1 day of sick leave per month up to a maximum of 36 days. Sick leave accumulation is retroactive to date of employment. Payment of sick leave shall not be made for the first three (3) days of any illness.

2. Sick leave for a part of a day shall not be granted. No sick leave is paid during, or in conjunction with vacations unless specifically authorized in advance by the Department Head and the Personnel Director. No payment shall be made for unused sick leave.

3. Sick leave benefits shall not be granted unless the employe reports his or her disability before scheduled working time each day of illness. An exception to this policy is in the case of long term illness wherein it would not be necessary to call in each day providing that a specified period of time has been
approved by Department Head and Personnel Director.

4. For an illness of more than five (5) working days a doctor's certificate is required. The hospital reserves the right to request a doctor's certificate for a period of less than five (5) days if deemed advisable.

5. It should be understood that sick leave with pay is solely for the benefit of the employee who is sick and unable to work.

6. This is an insurance plan provided by the hospital to protect the income of an employee in the event of illness or an operation. Therefore, the administration reserves the right not to pay an individual for a sick day if it is found that this privilege is abused.

X  HOLIDAYS

New year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be considered as holidays. The employee's birthday will be added as a holiday as of 2/5/75.

1. Pay for Holiday Not Worked - 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. Part-time employees not on authorized leave of absence or excused absence shall be paid for four (4) hours at straight time rate of pay on any of the above holidays. Holiday pay for full-time and part-time employees is subject to the following conditions:

(a) Each employee must have been continuously employed for a period of three (3) months.

(b) Each employee must have worked their last scheduled shift immediately preceding the holiday and their first scheduled shift immediately following the holiday involved. Employees will not lose holiday pay if either or both of these two scheduled days are "Low Census Days" (time off requested by the employer as a result of low hospital bed occupancy).

(c) An employee who is scheduled to work on a given holiday and does not work that holiday shall receive no pay for such holiday.
2. Pay For Holiday Worked — Each part-time and full-time employe shall be paid at one and one-half (1½) the straight time rate for the hours worked (the ½ time is considered premium pay) for working on a holiday in accordance with the specific conditions outlined in (1) above. In addition, each part-time employe will receive their four (4) hours of holiday pay, and each full-time employe will receive their eight (8) hours of holiday pay.

XI HEALTH SERVICES

BLUE CROSS

1. All Culinary and Miscellaneous Employes are eligible to enroll in the Blue Cross of Montana through the St. James Community Hospital Group Plan. This plan allows the employe to obtain hospital and medical benefits without requiring a health statement.

2. Employes are eligible to enroll within the first sixty (60) days of employment if they chose to pay the entire premium, or, if they wish to wait six (6) months, the hospital will pay for employe contributions as follows:

<table>
<thead>
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<th>Hospital Contribution</th>
<th>Employee Contribution</th>
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<tbody>
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<td>(a) Full-Time</td>
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<tr>
<td>Single Party Coverage</td>
<td>$14.20/mo.</td>
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<td>Two Party Plan</td>
<td>$29.90/mo.</td>
</tr>
<tr>
<td>Family Plan Coverage</td>
<td>$33.13/mo.</td>
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<tr>
<td>(b) Part-Time</td>
<td></td>
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<tr>
<td>Single Party Coverage</td>
<td>$7.10/mo.</td>
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<td>Two Party Plan</td>
<td>$14.96/mo.</td>
</tr>
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<td>Family Plan Coverage</td>
<td>$16.57/mo.</td>
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</tbody>
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3. The employe share of health insurance cost will be handled on a payroll deduction basis.
All Culinary and Miscellaneous Employees are eligible to enroll in the Group Life Insurance Plan through the hospital. After one year of full-time employment, the hospital will pay for $2,000 worth of life insurance for each employee. Additional amounts and plans are available for those desiring more comprehensive coverage. Those employees requesting the additional coverage will have the cost of the plan handled on a payroll deduction basis.

XIII REST PERIODS

One ten-minute paid rest period will be granted during each uninterrupted four-hour tour of duty, the time of the break to be at the discretion of the Supervisor. Personnel should advise their Supervisors when they leave for their rest period and when they return. Abuses of this privilege will be cause for disciplinary action.

XIV UNION REPRESENTATIVE

The business agent of the union, or their authorized representative, may contact employees of the hospital covered by this agreement provided that on each such visit, each such representative shall make their presence known to a responsible representative of management, shall indicate the purpose of the visit, and shall designate the areas of the hospital which such representative desires to visit.

XV UNION NOTICE OF EMPLOYEES

The employer agrees to give the union on pre-paid postage forms, to be supplied by the union, notice of new hires (within five (5) days after employment) and notice of terminations or layoffs (within three (3) days of termination or lay-off).

XVI NO STRIKE - NO LOCKOUT

(a) The union agrees it will not authorize, encourage, engage or participate in any strikes, slowdowns, work stoppages, or picketing; nor will the union discriminate against the employer or disparage the quality of the employer's services; nor will the Employer engage in any lockout of employees during the life of this
Agreement, or any renewal hereof; it being understood if the terms of this 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 strike or the Employer may engage in any lawful action.

(b) In the event of the violation of the provisions of this section, the union will promptly order its members to return to work and if the union does so, the employer will not hold the union liable for unauthorized acts or activities of its members, provided that the union immediately take steps to remedy the situation.

(c) No violation of this Article shall be a matter for determination by the arbitration or grievance procedure of this contract.

XVII MINIMUMS

The terms of this agreement are intended to cover only minimums in wages, hours, and other employe benefits. The employer may place superior wages, hours, and other employe benefits in effect and may reduce the same to the minimums herein prescribed, without the consent of the union.

XVIII GRIEVANCE PROCEDURE

Any claim of an employe arising out of the interpretation of or adherence to the terms or provisions of the Agreement shall first be taken up by the employe with the supervisor or department for adjustment within five (5) days and,

a. if not satisfactorily settled, then shall be written within three (3) days, in duplicate, and the original shall be given by the employe to the Administrator of the hospital or her appointed representative, and

b. if not then satisfactorily settled, it shall constitute a grievance and shall be submitted for settlement under the grievance procedure herein provided within three (3) days. With respect to any such grievance the aggrieved party shall give written notice of the grievance to the other party setting forth the grievance in detail and requesting submission of the grievance for immediate settlement.
c. In no case shall there be any consideration given to any grievance unless such notice is submitted by the aggrieved party to the other party within twenty (20) days after the occurrence of the grievance (except that as to grievance over wages, hours, vacation and days off provisions of this Agreement. Such notice shall be timely if given within twenty (20) days after the regular payday for the period in which the violation occurred.) Failure to give such notice shall constitute a permanent waiver and bar of such grievance.

d. If such controversy cannot be settled promptly between the Employer and the Union within five (5) days after such notice of grievance, the matter shall be referred to a Board of Arbitration.

XIX ARBITRATION

The Board of Arbitration shall consist of one (1) member selected by the Employer and one (1) member selected by the Union. In the event this arbitration committee cannot agree to an adjustment of such dispute or grievance within five (5) working days after their first meeting, the two so selected shall select a third member who shall serve as impartial chairman. But, if said arbitrators are unable to agree upon the selection of an impartial chairman within three (3) working days, then both parties must request the Federal Mediation and Conciliation Service to submit a list of five (5) names of individuals that would serve as a neutral 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 a 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 to or subtract from or modify any of the terms of this Agreement. The decision or 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.
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 union members shall not be discriminated against as such and that the Employer shall not exercise these rights in violation of the provisions of this Agreement. The foregoing enumeration of Employer's right 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.

This Agreement shall continue in full force and effect from February 5, 1974 to February 4, 1976 inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve (12) months unless at least ninety (90) days prior to the end of any twelve (12) month effective period either party shall serve written notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement. In this event the parties shall attempt to reach an agreement with respect to the proposed change or changes, and at least seventy-five (75) days prior to the expiration date of the Agreement, meetings to consider such changes will be held by the parties. In the event the parties do not reach a written agreement by the expiration date of February 4, in the particular year, as provided for herein, then this Agreement shall in all respects be deemed void and terminated.

The parties hereto by written agreement may extend said period for this purpose of reaching a new Agreement.
IN WITNESS WHEREOF, the Union and the Employer have caused this Agreement to be executed in their names by their duly authorized representatives at

Butte, Montana, this 8th day of February, 1974.

CULINARY & MISCELLANEOUS EMPLOYEES UNION LOCAL #457

By Blanche Copenhaver, President

By Clela G. Sullivan, Financial Secretary

By Val Webster, Business Agent

By Maurice Hennessy, Attorney

By Seymour Flanagan, Int'l. Representative

SAINT JAMES COMMUNITY HOSPITAL

By Sister Mary Clarice Lousberg, Administrator

By Paul B. DeLong, Personnel Director
To: Surgery Maids

From: Paul B. DeLong

Re: Negotiated Rate of Surgery Maids

This memorandum is to serve as addendum to the Contract between St. James Community Hospital and the Culinary and Miscellaneous Employees Local #457 for the period from 2/5/74 to 2/4/76.

At this time, it is difficult to calculate a salary rate for the surgery maids which would be comparable to our janitor scale. At no time, however, will the surgery maid get less than the non-surgery maid. For this reason, we will expect to presently pay the surgery maid the same negotiated rate as the non-surgery maid.

All increases for the surgery maid will be made retroactive to the date of the contract - 2/5/74, at such time as a rate for the surgery maids can be calculated to be comparable to the janitor scale. The revised rate will then become a part of this contract as an addendum which will replace this memorandum.

The surgery maid scale will be calculated no later than 8/5/74 and more than likely within the next month.

Sincerely,

[Signature]

Paul B. DeLong
To: Culinary and Miscellaneous Employees Local #457

From: Paul B. DeLong

Re: Ethical and Religious Directives of St. James Community Hospital

February 13, 1974

This memorandum is to serve as addendum to the Contract between St. James Community Hospital and the Culinary and Miscellaneous Employees Local #457 for the period from 2/5/74 to 2/4/76.

The Board of Trustees of St. James Community Hospital reaffirms its dedication to the preservation of human life in all its forms and at all stages of its development. In addition, we reaffirm our belief in the moral teaching of the Roman Catholic Church as particularly expressed in the Ethical and Religious Directives for Catholic Health Facilities as promulgated by the National Conference of Catholic Bishops in November, 1971.
AGREEMENT

This Agreement entered into between Saint James Community Hospital, Butte, Montana, hereinafter referred to as the "Employer" and the Women's Protective Union, Local Number Four Hundred Fifty-seven (457), hereinafter referred to as the "Union", WITNESSETH:

I. RECOGNITION AND MEMBERSHIP

1. The Employer recognizes the Union as the sole representative, for bargaining purposes, of the female employees in the job classifications set forth under Wages.

2. All female employees, who perform work in the job classifications set forth under Wages, who are members of the Union in good standing shall remain members in good standing for the term of this Agreement; and those who are not members of the Union shall become members within thirty-one (31) days of the effective date of this Agreement and remain members of the Union in good standing for the term of this Agreement; and new employees hired after the effective date of this Agreement shall within thirty-one (31) days of their beginning date of employment become members of the Union in good standing for the term of this Agreement.

Good standing, for the purpose of this Agreement, shall mean the payment or tender of Union initiation fees and membership dues to an authorized agent of the Union.
II CONTINUOUS SERVICE

Continuous service is that time of employment at St. James Community Hospital which is considered unbroken and is used to compute employee benefits, such as vacations, paid holidays, etc. Continuous service is broken by:

1. A termination - voluntary resignation of an employee
2. A discharge - separation due to misconduct or negligence in line of duty.
3. Failure to report for work at the expiration of a leave of absence and in accordance with the terms of the leave.
4. Release or dismissal because of inability to perform work satisfactorily.
5. A transfer from full-time to part-time. (This affects continuous service only in that the benefits of a part-time employee are not the same as those of a full-time employee.)

III EMPLOYEE STATUS

Employees who regularly work forty (40) hours per week shall be considered full time employees.

Employees who regularly work at least sixteen (16) hours per week but less than forty (40) hours per week shall be considered as part-time employees. Part-time employees shall be paid at the hourly rate set forth under WAGES. Part-time employees shall not be eligible for holiday pay or other fringe benefits accorded full-time employees.

IV WORK WEEK, HOURS OF WORK, AND OVERTIME

1. The work week shall consist of five (5) days of eight (8) hours each in the period commencing at 12:01 A.M. on Sunday of each week.

2. Time and one-half the regular straight time rate will be paid for all hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one week. In no case shall premium pay be paid twice for the same hours worked.
VACATIONS

1. Full-time employees will receive a vacation allowance of one week (forty (40) hours) at straight time rate of pay after one year (2080 hours) of continuous service.

Time off from work due to illness, or excused absence approved by the Employer, not exceeding 21 calendar days (15 working days) shall be considered as days worked for the purpose of computing hours needed for vacations.

2. Full-time employees will receive a vacation allowance of two (2) weeks (eighty (80) hours) at straight time rate of pay with the completion of two (2) through nine (9) years of continuous service.

Full-time employees will receive a vacation allowance of three (3) weeks (one hundred twenty (120) hours) at straight time rate of pay after ten (10) years of continuous service.

3. If a holiday (see Holidays) occurs during an employee's scheduled vacation, the employee will receive five (5) hours of holiday pay.

4. Schedules of vacations are to be prepared by the Employer who shall take into consideration requests of employees.

5. Vacation time off must be taken within six months of the payment of the vacation allowance. Salary payment may not be taken in lieu of vacation time off.
VI  HOLIDAYS


1. Each full time employee not on authorized leave of absence or excused absence shall be paid for five (5) 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 on the Employer and
   b. has worked at least thirty (30) days immediately preceding the holiday involved, and
   c. works her scheduled work day immediately preceding and her scheduled work day immediately following the holiday involved.

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

3. Any employee working on any of such holidays shall be paid at the straight time rate for the hours worked and be paid five (5) hours at straight time hourly rate as holiday pay, in accordance with the above specified conditions in (1) and (2) above.

VII  MEALS

1. Employees shall receive meals on days on which they work.

2. After employees, except dietary employees, have been working a minimum of four (4) hours they will have a "regularly scheduled", designated meal period for thirty (30) minutes. Dietary personnel shall be entitled to a "non-scheduled" thirty (30) minute meal period. It is understood that the thirty (30) minutes begin at the time the employee leaves her work station. No more than thirty (30) minutes may elapse until she returns to her work station.
3. Other meals must be eaten before or after the day’s work of eight (8) hours.

4. The value of these meals, for dietary and housekeeping personnel, shall be reported as gross earnings in accordance with the amended Internal Revenue Code of 1954 (Section 1119-1 (a) (2) ) and pursuant to the interpretation thereof by the Office of the U. S. Treasury Department, Internal Revenue Service, District Director, Helena, Montana 59601.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rate</th>
<th>Hourly Rate</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>2-5-67 to 2-4-68</td>
<td>2-5-68 to 2-4-69</td>
</tr>
<tr>
<td>Cook</td>
<td>$ 1.70</td>
<td>$ 1.81</td>
</tr>
<tr>
<td>Pastry Maker</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cook's Helper</td>
<td>1.48</td>
<td>1.59</td>
</tr>
<tr>
<td>Pantry Girl</td>
<td>1.45</td>
<td>1.56</td>
</tr>
<tr>
<td>Counterwoman-Cashier</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kitchen Helper</td>
<td>1.40</td>
<td>1.51</td>
</tr>
<tr>
<td>Dishwasher</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maid</td>
<td>1.37</td>
<td>1.48</td>
</tr>
</tbody>
</table>

1. No employee shall receive less than the hourly rate she is being paid at the effective date of this Agreement provided, however, she is not transferred to a different position.

2. In cases where an employee occupies a position which combines two or more classifications of work she shall be paid at the rate of the higher classification.

3. The minimum wage as stated above shall not prevent the employer from paying more to a superior employee.
4. Temporary transfers of employees for the purpose of on-the-job training to a higher rated job, for a period not to exceed thirty (30) working days, may be made without change of rates. If the employee in training assumes the full responsibility of the higher rated job before the end of the said thirty (30) working days period, the employee will be paid the higher rate at the time she assumes the full responsibility.

IX  UNION REPRESENTATIVE

The business agent of the Union, or her authorized representative, may contact employees of the hospital provided that each such visit be approved by the designated representative of the Employer and that no interference with the work of the employee shall result.

X  MANAGEMENT RIGHTS

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 Union members shall not be discriminated against as such and that the Employer 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.
XII GRIEVANCE PROCEDURE

Any claim of an employee arising out of the interpretation of or adherence to the terms or provisions of this Agreement shall first be taken up by the employee with the supervisor or department head for adjustment within five (5) days and,

(a) if not satisfactorily settled, then shall be written within three (3) days, in duplicate, and the original shall be given by the employee to the Administrator of the Hospital or her appointed representative, and

(b) if not then satisfactorily settled, it shall constitute a grievance and shall be submitted for settlement under the grievance procedure herein provided within three (3) days. With respect to any such grievance the aggrieved party shall give written notice of the grievance to the other party setting forth the grievance in detail and requesting submission of the grievance for immediate settlement.

(c) In no case shall there by any consideration given to any grievance unless such notice is submitted by the aggrieved party to the other party within twenty (20) days after the occurrence of the grievance (except that as to grievance over wages, hours, vacation and days off provisions of this Agreement. Such notice shall be timely if given within twenty (20) days after the regular payday for the period in which the violation occurred). Failure to give such notice shall constitute a permanent waiver and bar of such grievance.

(d) If such controversy cannot be settled promptly between the Employer and the Union within five (5) days after such notice of the grievance, the matter shall be referred to a Board of Arbitration.
XII ARBITRATION

The Board of Arbitration shall consist of one (1) member selected by the Employer and one (1) member selected by the Union. In the event this arbitration committee cannot agree to an adjustment of such dispute or grievance within five (5) working days after their first meeting, the two so selected shall select a third member who shall serve as impartial chairman. But, if said arbitrators are unable to agree upon the selection of an impartial chairman within three (3) working days, then both parties must request the Federal Mediation and Conciliation Service (an organization established for purposes similar to this, but not having jurisdiction with respect to the Agreement) to submit a list of five (5) names of individuals that would serve as a neutral arbitration 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 a 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 to or subtract from or modify any of the terms of this Agreement. The decision or 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.

Excluded from arbitration are wage rates, job classifications and specifications, and management rights as outlines under MANAGEMENT RIGHTS.

XIII TERM OF AGREEMENT

This Agreement shall continue in full force and effect from February 5, 1967 to February 4, 1969 inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60)
days prior to the end of any twelve (12) month effective period either party shall serve written notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement. In this event the parties shall attempt to reach an agreement with respect to the proposed change or changes, and at least forty-five (45) days prior to the expiration date of the Agreement meetings to consider such changes will be held by the parties. In the event the parties do not reach a written agreement by the expiration date of February 4, in the particular year, as provided for herein, then this Agreement shall in all respects be deemed void and terminated.

The parties hereto by written agreement may extend said period for the purpose of reaching a new Agreement.

IN WITNESS WHEREOF, the Union and the Employer have caused this Agreement to be executed in their names by their duly authorized representatives at Butte, Montana, this __________________ day of ____________ 19__

WOMEN'S PROTECTIVE UNION LOCAL #457

By
Blanche Copenhaver, President

By
Margaret Harrington, Financial Secretary

By
Val Webster, Business Agent

By
Lester J. Green
International Representative

SAINT JAMES COMMUNITY HOSPITAL

By
Sister Leo Catherine, Administrator
To: Surgery Maids
From: Paul B. DeLong
Re: Negotiated Rate of Surgery Maid

This memorandum is to serve as addendum to the Contract between St. James Community Hospital and the Culinary and Miscellaneous Employees Local #457 for the period from 2/5/74 to 2/4/76. It will replace the previous addendum on the same subject dated February 8, 1974.

The following salary scales will be the effective rates for Surgery Maids:

I. 2/5/74 - 3/16/74

<table>
<thead>
<tr>
<th></th>
<th>Start</th>
<th>6 Mos.</th>
<th>1 Yr.</th>
<th>2 Yr.</th>
<th>3 Yr.</th>
<th>4 Yr.</th>
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<tbody>
<tr>
<td></td>
<td>$2.08</td>
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<td>$2.15</td>
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<td>$2.49</td>
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II. 3/17/74 - 2/4/76

<table>
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<tr>
<th></th>
<th>3/17/74</th>
<th>8/5/74</th>
<th>2/5/75</th>
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<tr>
<td>Start</td>
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Merit increases in salary for Surgery Maids (progressing from left to right in the above scales) will be based solely on merit and the recommendation of the employee's department head.

If there is a change in the Janitor scale before 2/5/76, then this addendum notice will change to reflect the adjusted Janitor scale for Surgery Maids.

Also, when the contract is opened on 2/5/76, the meal figure of 20¢/hr will probably change as a result of different costs and usage.

We, the undersigned, understand and accept the conditions outlined in this addendum:

St. James Community Hospital
Butte, Montana

April 25, 1974

CULINARY & MISCELLANEOUS
EMPLOYEES UNION LOCAL #457

SAINT JAMES COMMUNITY HOSPITAL

Pres. Sandra R. Cooper

B Agent Ted Webster

Financial Secretary Alice Sullivan

A. Murray Clarke, Mgr.
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From: Paul B. DeLong  
Re: Negotiated Rate of Surgery Maid  

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<td>2.18</td>
<td>2.27</td>
<td>2.37</td>
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