Women's Protective Union
Culinary Division
May 15, 1964 to May 14, 1966

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of June, 1964, at Butte, Montana, by and between the SILVER BOW EMPLOYERS' ASSOCIATION, for and on behalf of the members of its Restaurant and Tavern 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, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto, as follows:

ARTICLE I. - RESPONSIBILITY

It is understood and agreed that in the negotiation and administration of this agreement, Silver Bow Employers' Association, a Montana corporation, has acted only as an agent of its employer-members and in no event shall it be bound as principal hereunder or be liable in any manner for any breach hereof. The liability of the employer-members for their individual acts is and shall be several and not joint. The exclusion of Silver Bow Employers' Association hereunder is not intended to act as a bar to any proceedings which might be instituted against it under any of the provisions of the labor-management relations act in 1947, as amended, by reason of which it might have joint liability with the employers.

ARTICLE II. - JURISDICTION OF UNION

It is hereby agreed that the Union shall have jurisdiction over all female workers 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. This shall include cafes, hotels, luncheonettes, cafeterias, delicatessens, boarding houses, taverns, and tanale factories.

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 any Employer constituting a portion of the multi-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 the Union.

(B) In the event that the Labor-Management Relations Act of 1947 shall be further amended pertaining to a Union shop during the life of this Agreement, both parties agree to meet as soon as reasonably possible to consider and negotiate for changes due to any amendment or amendments. If such amendment, or amendments, are mutually agreed to, it shall become effective in this Agreement ten (10) days after such mutual agreement.

(C) EMPLOYMENT:

(1) 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 so desires, and provided further that the Employer, within ten (10) days, notifies the Union of name, address and date of employment of any such employee.
(2) 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, policies or requirements.

(3) 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 (7) day 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.

(4) 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.

(5) 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 (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 one calendar week or not shall be paid for at the rate of one and one-half (1½) times the regular scale, except for banquet employees, whose working provisions are covered under Article X.

(D) No employee shall work more than six (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:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Effective May 15, 1964</th>
<th>Effective May 15, 1965</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Daily Weekly</td>
<td>Daily Weekly</td>
</tr>
<tr>
<td>Cook</td>
<td>$12.54 $62.70</td>
<td>$12.94 $64.70</td>
</tr>
<tr>
<td>Pastry Cook</td>
<td>12.54 $62.70</td>
<td>12.94 $64.70</td>
</tr>
<tr>
<td>Cook’s Helper</td>
<td>10.74 53.70</td>
<td>11.14 55.70</td>
</tr>
<tr>
<td>Counter Waitresses, in cafes</td>
<td>10.38 51.90</td>
<td>10.78 53.90</td>
</tr>
<tr>
<td>Counter and table, in cafes</td>
<td>10.38 51.90</td>
<td>10.78 53.90</td>
</tr>
<tr>
<td>Table waitresses, in cafes</td>
<td>10.08 50.40</td>
<td>10.48 52.40</td>
</tr>
<tr>
<td>Waitresses, split-shift, counter</td>
<td>10.38 51.90</td>
<td>10.78 53.90</td>
</tr>
<tr>
<td>Waitresses, split-shift, table</td>
<td>10.08 50.40</td>
<td>10.48 52.40</td>
</tr>
<tr>
<td>Cook-Waitresses</td>
<td>12.54 62.70</td>
<td>12.94 64.70</td>
</tr>
<tr>
<td>Dispensers</td>
<td>10.06 51.90</td>
<td>10.48 53.90</td>
</tr>
<tr>
<td>Cashiers in Cafes</td>
<td>10.22 51.10</td>
<td>10.62 53.10</td>
</tr>
<tr>
<td>Dish Washers</td>
<td>10.46 52.30</td>
<td>10.86 54.30</td>
</tr>
<tr>
<td>Pantry Girl</td>
<td>10.58 52.90</td>
<td>10.98 54.90</td>
</tr>
<tr>
<td>Yard Girl</td>
<td>10.46 52.30</td>
<td>10.86 54.30</td>
</tr>
<tr>
<td>Bucket Girl</td>
<td>10.46 52.30</td>
<td>10.86 54.30</td>
</tr>
</tbody>
</table>

LUNCHEONETTE AND DELICATESSEN WORK

<table>
<thead>
<tr>
<th>Classification</th>
<th>Daily Weekly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cooks</td>
<td>12.30 61.50</td>
</tr>
<tr>
<td>Pastry Work</td>
<td>12.30 61.50</td>
</tr>
<tr>
<td>Counter girl</td>
<td>10.86 54.30</td>
</tr>
<tr>
<td>Waitresses, split-shift, counter</td>
<td>10.38 51.90</td>
</tr>
<tr>
<td>Waitresses, split-shift, table</td>
<td>10.08 50.40</td>
</tr>
<tr>
<td>Waitresses</td>
<td>10.38 51.90</td>
</tr>
<tr>
<td>Dispensers</td>
<td>10.38 51.90</td>
</tr>
<tr>
<td>Kitchen Help</td>
<td>10.76 53.80</td>
</tr>
<tr>
<td>Dish Washers</td>
<td>10.76 53.80</td>
</tr>
<tr>
<td>Pantry Girl</td>
<td>10.76 53.80</td>
</tr>
<tr>
<td>Cook-Waitress</td>
<td>12.30 61.50</td>
</tr>
</tbody>
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TAVERN

<table>
<thead>
<tr>
<th>Classification</th>
<th>Daily Weekly</th>
</tr>
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<tbody>
<tr>
<td>Cooks</td>
<td>12.54 62.70</td>
</tr>
<tr>
<td>Pastry Cook</td>
<td>12.54 62.70</td>
</tr>
<tr>
<td>Cook’s Helper</td>
<td>10.74 53.70</td>
</tr>
<tr>
<td>(when cook is employed on range)</td>
<td></td>
</tr>
<tr>
<td>Waitresses</td>
<td>10.74 53.70</td>
</tr>
<tr>
<td>Pantry Girl</td>
<td>11.12 55.60</td>
</tr>
<tr>
<td>Yard Girl</td>
<td>11.12 55.60</td>
</tr>
<tr>
<td>Dish Washer</td>
<td>10.46 52.30</td>
</tr>
<tr>
<td>Cook-Waitresses</td>
<td>12.54 62.70</td>
</tr>
</tbody>
</table>

Banquet and/or ball suppers (one waitress to each thirty-five (35) customers or less) - $10.98 daily from May 15, 1964 to May 14, 1965, and $11.38 daily from and after May 15, 1965.

If steady employee is used at a banquet during her shift, two (2) times the regular hourly wage scale, which is $2.05 per hour from May 15, 1964, to May 14, 1965, and $2.10 per hour from and after May 15, 1965.

ARTICLE VI - PART-TIME EMPLOYEES

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

The Employer shall be permitted to employ part-time waitresses and kitchen employees on the following basis:

(A) One part-time employee shall be permitted where four (4) regular employees are maintained.

(B) Two (2) part-time employees shall be permitted where eight (8) regular employees are maintained, one (1) additional part-time employee shall be permitted for each additional four (4) employees.
(C) Part-time employees shall be guaranteed a minimum of two (2) hours’ wages based on a wage scale of One and 75/100ths ($1.75) Dollars per hour from May 15, 1964 to May 14, 1965, and One and 60/100ths ($1.60) Dollars from and after May 15, 1965. 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.

ARTICLE VII. - HOLIDAYS

All regular employees shall be paid at the regular daily wage scale as set forth in Article V, for the following holidays not worked: New Year’s Day, Easter Sunday, Mother’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day subject, however, to the following terms and conditions:

(A) When any of the holidays set forth in this Article fall on Sunday, with the exception of Easter Sunday and Mother’s Day, the following Monday shall be considered the holiday except in those establishments which are regularly closed on Monday. Easter Sunday and Mother’s Day shall be observed on Sunday in any case.

(B) If an employee would be regularly scheduled to work on a day which is observed as a holiday and the employer closes, the employee shall be paid straight time for the day observed as a holiday not worked, provided she otherwise qualifies for holiday pay.

(C) If any of the above holidays fall within a regular employee’s vacation, the regular employee shall be entitled to compensation under this Article.

(D) 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.

(E) All work performed on any of the holidays set forth in this Article shall be paid for at the rate of one and one-half (1½) times the regular daily wage scale as set forth in Article V.

ARTICLE VIII. - VACATION

(A) Each and every employee covered by this Agreement who has been on the payroll of the Employer for a period of one (1) year and has worked a minimum of one hundred seventy-five (175) days in that year, shall be allowed one (1) week’s vacation with pay, and any employee who has worked one hundred and seventy-five (175) days in each of three (3) consecutive calendar years for the same Employer shall receive two (2) weeks’ vacation with pay. Any employee who has been employed by the same Employer for twelve (12) consecutive years shall receive three (3) weeks’ vacation with pay.

(B) The amount of the vacation pay shall be equal to the average weekly earnings in wages over a period of ten (10) weeks immediately preceding the vacation.

(C) Employees entitled to a vacation period shall receive the vacation in accordance with schedules to be prepared by the Employer, having regard to the expressed desire of the employee, length of service, spreading the vacation period to the best interests of the Employer.

(D) Employees retained in employment, after a change in ownership of any firm or establishment, shall not lose their accumulated vacation rights.

(E) Employment with the same Employer after a period of twelve (12) months from date of employment shall be on an accrued basis, that is, employees shall accrue one-half (½) day of vacation credit at the end of each month of employment, to a maximum of five (5) days, providing said employee has worked a minimum of fourteen (14) days in that month, after said twelve (12) months. Employment with the same Employer after a period of three (3) consecutive calendar years shall also be on an accrued basis, that is, employees shall then accrue one (1) day of vacation credit at the end of each month of employment, to a maximum of ten (10) days, providing
said employee has worked a minimum of fourteen (14) days in each month of the three (3) consecutive calendar years. Employment with the same employer after a period of twelve (12) consecutive calendar years shall also be on an accrued basis, that is, employees shall then accrue one and one-half (11/2) days of vacation credit at the end of each month of employment, to a maximum of fifteen (15) days, providing said employee has worked a minimum of fourteen (14) days in that month, after said twelve (12) consecutive calendar years. In the event an employee's employment is terminated after eight (8) months from date of continuous employment, then said employee shall receive vacation pay equal to the number of accrued days of said vacation credit at the employee's wage scale. It is understood that an employee may only claim pay for accrued days of vacation credit at the time of termination of employment. It is further understood that all pay for accrued days of vacation credit shall be included in an employee's last pay check on termination of employment. The accrued vacation shall be paid on the basis of one-half (1/2) day for each month worked up to a maximum of five (5) days.

(F) This Article shall be effective May 15, 1964.

ARTICLE IX. - 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 X. - 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, 1943, 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 and may dish up same.

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

COOK'S HELPER: May perform any duties to 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 dish, keep outside of creamers, sugar bowl, water pitchers, etc., clean and filled, and keep her station supplied with linen, china, glassware, silver, etc. Dish up and serve such items as toast, cereals, pie, cake, ice cream, soup, desserts and prepared salads from back bar; shall cut butter where a pantry woman is not employed.

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 customers and give menus, type menus, and keep her station clean.

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 dish washer, peel and cut potatoes and vegetables, sweep and mop floors, but cannot assist in cooking, pantry work or waitress work.

BUCKET GIRL: Duties shall be the same as the waitress.

LUNCHEONETTE AND DELICATESSEN WORK

COUNTER GIRL OR STEAM TABLE GIRL: Can dish up and serve sliced meat and other prepared foods, 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.

TAVERN WORK

(B) Same rules apply as to all classifications of restaurant workers, and transportation to their homes must be furnished by operators at the termination of their shift.

(C) Provided, further, however, anything herein contained to the contrary notwithstanding, no rule or regulation covering practices or conditions whether established by local agreement or otherwise shall be imposed upon the employer other than the rules and regulations hereinbefore specifically mentioned.

(D) When an employee is hired to work on an eight (8) hour shift and is capable of working and said employee is not allowed to work the eight (8) hour shift, the employer shall pay the employee eight (8) hours pay.

BANQUET WORK

1. Definitions:
   A. Banquet: Any group of thirty-five (35) persons or more previously arranging and planning to eat at the same time and place shall constitute a banquet.
   B. A Party is a group of less than thirty-five (35) persons previously arranging and planning to eat at the same time and place.
   C. Buffet: A meal where the patron serves himself all food except for dessert and beverage.
   D. Club Service Meal: A meal at which all courses except the entree are on the table before the patron is seated.
   E. Served meal: a meal in which all courses are served by employees after the patron is seated.

2. Banquet Provisions:
   A. Banquet and party waitresses may be hired for banquets without limitation by the number of regular employees of the employer.
   B. One (1) waitress shall be required for each thirty-five (35) persons at a served meal.
   C. One (1) waitress shall be required for each fifty (50) persons at a buffet or club service meal.
   D. A waitress who serves a regular banquet of thirty-five (35) persons may not be counted as one of the waitresses required to serve any other banquet in the eight (8) hour period, but may assist any other function if the proper number of waitresses are employed for the total number of patrons being served.
E. A dishwasher hired for a banquet, special party or luncheon may perform any dishwashers' duties for a regular shift, provided she does not replace a regular dishwasher. A dishwasher may be hired for a banquet, special party or luncheon under the part-time provisions of Article VI of this agreement.

F. All work performed in excess of five (5) days within a calendar week shall be paid at the rate of one and one-half (1½) times the regular banquet scale.

ARTICLE XI. - 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 meal 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 guests or customers of its 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.

ARTICLE XII. - 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 XIII. - UNION HOUSE CARD

(A) The 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 XIV. - GENERAL

(A) The Union hereby agrees to enforce all the provisions of this Agreement upon all employers of its members who are not already bound by the signatories of this Agreement.

(B) The Employer agrees not to engage, maintain or permit in any establishment more than two (2) working partners who are not subject to the terms of this Agreement.

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

(D) When a special uniform is required, the Employer shall furnish and launder such uniform.

(E) 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 the consent of the Union.

(7)
(F) Supervisors, as defined by the National Labor Relations Act of 1947, as amended, are exempt from the provisions of this Agreement and will not be required to join the Union, but may not perform, nor assist in the performance of, work covered by this Agreement or the Classifications contained in this Agreement.

(G) The Union agrees it will not authorize, encourage, engage or participate in any strikes, slow-downs, work stoppages or picketing nor will the Employer engage in any lockout of employees during the life of this Agreement, or any renewal hereof; it being understood, however, that if the provisions of Article XIX 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 lawful strike or the Employer may engage in any lawful action.

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

(H) Past practices shall be continued in force as have been observed under the last agreement; except as specifically modified herein or modified by the mutual written agreement of the Employer and the Union.

(I) A Labor-Management Committee will be set up with equal numbers from the Employer and the Union to meet the third Monday of each month, at 2:00 o'clock P.M. to discuss work management problems. Clarification of the use of fountain facilities and the problem of cleaning up 'spills' will be referred to the Labor-Management Committee as problems number one and two for the committee's consideration.

ARTICLE XV. - GRIEVANCE PROCEDURE

All misunderstandings and disputes between the Employer and the Union concerning any matter involving the interpretation of any provision of this Agreement, or any matter involving the breach of any provision of this Agreement, shall be subject to the following procedure:

(A) In the event that the matter cannot be settled to the satisfaction of the individuals involved, all claims or grievances shall be submitted in writing by either party hereto to the other within thirty (30) days of the time said claim or grievance is alleged to have occurred, or be forever waived.

(B) If the Executive Secretary 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 XVI.

ARTICLE XVI. - 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 its representatives on 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 for, within three (3) days from the date such list is submitted
to both parties hereto. The remaining person on such list shall be auto-
matically 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.

(2) 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.

(E) 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 arbitra-
tion 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 XVII. - 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 or such provision, or part thereof,
shall not invalidate the remaining provisions or parts thereof herein; pro-
vided, however, upon such invalidation the parties hereto agree to immedi-
ately meet and negotiate such invalidated provisions, or parts thereof,
the remaining 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 deci-
sions of such board or courts.

ARTICLE XVIII. - 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. Em-
ployees who have been laid off due to slackness of work will be given
priority in employment in accordance with length of service. The 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.

Seniorty shall be terminated by: 1) Discharge for cause, 2) voluntary
quit, 3) twelve (12) consecutive months of unemployment through layoffs,
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 certifi-
cation from a reputable physician after a period of thirty (30) days, 5) fail-
ure 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 the 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 XVIII 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 XIX - TERM OF AGREEMENT

(A) This entire Agreement, including wage scales except as herein provided, is effective on the 15th day of May, 1964, and shall continue in full force and effect for two (2) years until the 14th day of May, 1966, at which time it is automatically renewed and continued from 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 16th day of May in any year after 1965, 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) Counter-notice must be served in writing upon the opposite party not less than forty-five (45) days prior to expiration of Agreement. Such notice and counter-notice shall be transmitted by certified, first-class, return receipt letter. Post marked date on envelope to be considered date of receipt. The issues as framed by notice and counter-notice 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 counter-notice, if any, if no counter-notice has been served, then within fifteen (15) days from the date of receipt of the original written notice. IN WITNESS WHEREOF, we have hereto set our hands on the day and year first above written.

WOMEN'S PROTECTIVE UNION, LOCAL NO. 457

By: ________________ President

By: ________________ Financial Secretary

By: ________________ Business Agent

SILVER BOW EMPLOYERS' ASSOCIATION

By: ________________ Executive Secretary

By: ________________ Mrs. William H. Aliff

By: ________________ Stan Lucas

1-11-66

MID