MEMORANDUM AGREEMENT

EMPLOYEES AT MONTANA THEATRE

BE IT REMEMBERED, AGREEMENT BETWEEN THE FOX INTER-MOUNTAIN THEATRES, INCORPORATED, AND THE WOMEN'S PROTECTIVE UNION, LOCAL 457, DATED AUGUST 22, 1970, IS HEREBY AMENDED, BY MUTUAL CONSENT.

Phyllis Lovshin
Marie Persner
Leona Clifford

ALL THE PARTIES TO THIS AGREEMENT, ARE

(4) THE EMPLOYER WILL COMPLY WITH THE FOLLOWING TERMS OF WAGES AND WORKING CONDITIONS AS AGREED UPON BY THE UNIONS AND THE EMPLOYER UNION,

LOCAL 457, AND THE STEINER MOTHER AND FATHERS SCHOOL OF BUTTE, MONTANA.

CLASSIFICATIONS

EMPLOYEES AT MONTANA THEATRE

COOK—2 HOURLY MINIMUM
(UNION HOURS) ADDITIONAL HOURLY $1.30

Fern Harris  Carma Lee Hodges
Judy Stoner  Jo Ellen Biggers
Linda Schonsberg  Nancy Tarry
Terry Stewart

IN WITNESS WHEREOF, the undersigned parties, do this day of the month of May, 1970.
MEMORANDUM AGREEMENT

Be it Remembered That, the Certain Agreement between the Fox Intermountain Theatres, Incorporated, and the Women's Protective Union, Local 457, dated August 17, 1970, is hereby amended, by mutual consent, as follows:

Amendment pertains to Motor-Vu Drive-In Theatre.

ARTICLE IV--WAGE SCALE AND CLASSIFICATIONS

(a) The Employer will comply with the following scale of wages and working conditions as approved by the Women's Protective Union, Local 457, and the Silver Bow Trades and Labor Council of Butte, Montana.

Classifications

<table>
<thead>
<tr>
<th>Classification</th>
<th>Effective</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cook</td>
<td>July 28, 1970</td>
<td>$4.60</td>
</tr>
<tr>
<td>(Drive-In Theater)</td>
<td></td>
<td>$2.30</td>
</tr>
<tr>
<td></td>
<td>Additional Hours:</td>
<td></td>
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<tr>
<td>Concession (Food)</td>
<td></td>
<td>$4.10</td>
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<tr>
<td>(Drive-In Theatre)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Additional Hours:</td>
<td>$2.05</td>
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<tr>
<td>Waitress</td>
<td></td>
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</table>

In Witness Whereof, the Union and the Employer have caused this Memorandum Agreement to be executed in their names by their duly authorized representatives at Butte, Montana, this 2nd day of September, 1970.

WOMEN'S PROTECTIVE UNION, LOCAL 457

By

Blanche A. Copenhaver, President

Margaret K. Harrington, Fin. Secy.

Val Webster, Business Agent

FOX INTERMOUNTAIN THEATRES, INC.

By

John Tella, District Manager

Ted Conley, City Manager
THIS AGREEMENT, made and entered into this 17th day of August, 1970, by and between the Fox Intermountain Theatres, Inc., doing business as the Fox Theatre and Motor-Yu Drive-In Theatre at Butte, Montana, and hereinafter referred to as the "Employer" and the Women's Protective Union, Local 457, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE I -- JURISDICTION

1. The Employer represents the Contractor as the exclusive bargaining representative for employees of Contractor to whom the Union has been accorded jurisdiction. It is agreed to work, hours of work and other conditions of employment.

ARTICLE II -- AGREEMENT

We, the undersigned, Empresa, Inc., represented by ______________________, of ______________________, Montana, agrees to the following:

A. We are enclosing six (6) copies for signatures—
   three (3) for the Fox Intermountain Theatres, Inc.'s
   file and three (3) to be returned to Frances. Job
   classification listed in Article IV.

With kind personal regards,

Very truly yours,

[Signature]

President

[Signature]

Financial Agent

Business Agent

ARTICLE III -- UNION SECURITY

A. It shall be a condition of employment that all employees, covered by the 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 of the Union in good standing and all employees, covered
A RECRUITMENT LIST SHALL BE MAINTAINED AS A PART OF HUMAN RESOURCES CONTROL TO PROVIDE A SOURCE OF APPLICANTS FOR OPEN JOBS. THE LIST WILL BE MAINTAINED IN THE HUMAN RESOURCES DEPARTMENT. APPLICANTS WILL BE NOTIFIED OF AVAILABLE JOBS AND PRESENTED TO THE SUPERVISOR FOR CONSIDERATION.

Enclosed is the new one-year agreement for your approval and, I hope, the final approval of your home office.

We are enclosing six (6) copies for signatures—three (3) for the Fox Intermountain Theatres, Inc.'s file and three (3) to be returned to our office.

With kind personal regards,

In order of their registration all other applicants,

Very truly yours,

The Employer retains the right to reject any job applicant on their employment office and/or Union and the Employer reserves the right to sole judge of the competency of its employees.

The Employer and the Union shall post in plain view where applicants for employment are seen a copy of this agreement, together with the business address and business name of the Union Employment Office.

Article XIII—Union Security

It shall be a condition of employment that all employees, covered agreement, who are members of the Union in good standing on either the date or the execution date of this agreement, whenever is later, shall members of the Union in good standing and all employees, covered...
AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of August, 1970, by and between the Fox Intermountain Theatres, Inc. doing business as the Fox Theatre and Motor-Vu Drive-In Theatre at Butte, Montana, and hereinafter referred to as the "Employer" and the Women's Protective Union, Local 457, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE I—JURISDICTION

1. The Employer recognizes the Union as the exclusive bargaining representative for employees engaged in work over which the Union has been accorded jurisdiction, with respect to wages, hours of work and other conditions of employment.

ARTICLE II—EMPLOYMENT

(A) The 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.

(B) 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.

(C) 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 IV.

3rd. In order of their registration all other applicants.

(D) 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.

(E) 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 III—UNION SECURITY

(A) It shall be a condition of employment that all employees, covered by the 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 of the Union in good standing; and all employees, covered
ARTICLE III—UNION SECURITY (CONT.)

BY THIS AGREEMENT, WHO ARE NOT MEMBERS ON EITHER THE EFFECTIVE DATE OR THE EXECUTION DATE OF THIS AGREEMENT, WHICHEVER IS LATER, SHALL BECOME AND REMAIN MEMBERS OF THE UNION IN GOOD STANDING ON AND AFTER THE THIRTY-FIRST (31ST) DAY FOLLOWING EITHER THE EFFECTIVE DATE OR THE EXECUTION DATE OF THIS AGREEMENT, WHICHEVER IS LATER. IT SHALL ALSO BE A CONDITION OF EMPLOYMENT, THAT ALL NEW EMPLOYEES COVERED BY THIS AGREEMENT, SHALL BECOME AND REMAIN MEMBERS OF THE UNION IN GOOD STANDING ON AND AFTER THE THIRTY-FIRST (31ST) DAY FOLLOWING THE BEGINNING OF SUCH EMPLOYMENT.

(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 SUCH 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.

ARTICLE IV—WAGE SCALE AND CLASSIFICATIONS

(A) THE EMPLOYER WILL COMPLY WITH THE FOLLOWING SCALE OF WAGES AND WORKING CONDITIONS AS APPROVED BY THE WOMEN'S PROTECTIVE UNION NO. 457 AND THE SILVER BOW TRADES AND LABOR COUNCIL OF BUTTE.

Classifications

<table>
<thead>
<tr>
<th>Classification</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>July 28, 1970</td>
</tr>
<tr>
<td>Cook, 4 hours or less minimum</td>
<td>$9.20</td>
</tr>
<tr>
<td>(Drive-In Theatre) Additional hours,</td>
<td></td>
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<tr>
<td>$2.30 PER HOUR</td>
<td></td>
</tr>
<tr>
<td>Concession (Food) Waitress, 4 hours</td>
<td>$8.20</td>
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<tr>
<td>or less minimum (Drive-In Theatre)</td>
<td></td>
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<tr>
<td>Additional hours, $2.05 PER HOUR</td>
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<tr>
<td>Cashiers, 2 hours minimum</td>
<td>$3.20</td>
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<tr>
<td>Additional hours, $1.60 PER HOUR</td>
<td></td>
</tr>
<tr>
<td>Concession Girls, 2 hours minimum</td>
<td>$3.00</td>
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<tr>
<td>Additional hours, $1.50 PER HOUR</td>
<td></td>
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<tr>
<td>Ushersettes, 2 hours minimum</td>
<td>$2.70</td>
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<tr>
<td>Additional hours, $1.35 PER HOUR</td>
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<tr>
<td>Janitress, 4 hours or less minimum</td>
<td>$8.40</td>
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<tr>
<td>Additional hours, $2.10 PER HOUR</td>
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</tbody>
</table>

No Employee shall work more than six (6) consecutive days without a day off.

All time from reporting time to release time shall be considered time worked and shall be paid for by the Employer.

After eight (8) hours, overtime shall be paid at the rate of time and one-half (1/2). The first 10 minutes of overtime shall be paid at time actually worked; overtime in excess of 10 minutes shall be paid as 30 minutes; and overtime in excess of 30 minutes shall be paid as one (1) hour.

(B) The Employer when discharging an employee must give said employee notice of discharge at or before the time when her shift is ended, and on failure to give such notice, will be required to pay her for the shift the same as if employee had worked.

(C) Any employee when laying off or quitting the employ of the Employer, must give notice of same at or before the time when her shift is ended; and on failure to give such notice, will be required to forfeit to said Employer the amount due for one shift, except in case of emergency, such as sickness or accident.
ARTICLE IV—WAGE SCALE AND CLASSIFICATIONS (Con't)

(D) Where a special uniform is required, the Employer must furnish same.

(E) All Steady help employed in theatres shall be employed or transferred to other theatres when and if their place of employment closes before new employees are hired.

(F) When changes are made, employees with seniority rights shall be considered first.

(G) 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 highest classification.

(H) The wage scale herewith given is a minimum scale and does not prevent any employee from receiving more than it calls for. No employee shall receive less than she received at the time of the signing of this agreement.

(I) Ushertettes working midnight shows will be paid at the rate of time and one-half (1/2).

(J) It is also agreed that popcorn and candy cases are to be kept clean.

(K) No washing of candy or popcorn cases or sweeping floors by usherettes. Minor clean-up with carpet sweepers is allowed.

ARTICLE V—VACATIONS

(A) Regular employees covered by this Agreement who have been on the payroll of the Employer for one year shall be allowed seven days' vacation, with six days' pay; and regular employees who have been on the payroll of an Employer for three (3) years shall receive two (2) weeks' vacation with pay. Employees entitled to a vacation shall receive the same in accordance with schedules to be prepared by the Employer, which should be arranged to the mutual satisfaction of both parties, if possible.

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

(C) (This provision pertains to employees of the Motor Vu Drive-In Theater only.)

In the event the Employer terminates an employee for any reason other than justifiable cause, the vacation pay shall accumulate at the rate of one (1) day's pay for each twenty-six (26) days employment or major fraction thereof, provided the Employee has been in the employ of the Employer for a minimum of four (4) months.

ARTICLE VI

The Employer shall allow twenty (20) minutes for meal time for all employees after four hours on duty without loss of time.
ARTICLE VII

This contract becomes effective on the 29th day of July, 1970, and continues for a period of one year. When it automatically renewing itself and continues in full force and effect from year to year thereafter unless notice is given by either party of the agreement not less than sixty (60) days prior to the 26th day of July, 1971, that changes to this agreement are desired in any or all of the provisions of this contract.

ARTICLE VIII

Except as otherwise hereinafore provided, said agreement is continued in full force and effect, without change, for the period specified in Article VII of this agreement.

Employer Fox Intermountain Theatres, Inc.

District Manager

Women's Protective Union
Local 457

Financial Secretary

President

Business Agent

Margaret A. Harris

Ralph L. Ophoven

Vel Blakeslee