Sign or establishment shall not lose accumulated vacation rights.

Wages

Classification, Concession (Food) Waitress

3 hours or less minimum, remain the same for year of 1973. In 1974 eliminate above classification and change to Concession Girl.

July 28, 1973 10 cents an hour increase
July 28, 1974 10 cents an hour increase
July 28, 1975 10 cents an hour increase

Above is union counter proposal.
Dear Mr. Brabie, Manager Top Theatre & Cinema,

Sasakie, Plaza Twin Theatres

The members of Women's Protective Union No. 457 working in your theatres under our jurisdiction have voted to open their contract for the purposes of betterment in working conditions and wages under Article VIII of the current contract.

Their proposals are made part of this notice hereinafter.

Article VIII

Add - 1. New: A 10 minute Health Break after 2 1/2 hours on shift.

2. 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 day vacations with six days pay, and regular employees who have been on the payroll of an Employer for New Two (2) years shall receive 2 weeks vacations with pay.

3. Article IV Wage Scale - a 25% an hour raise in all classifications.

4. Term of Agreement - A one year Contract.
I will be happy to meet with you at a mutually convenient date.

Yours truly,

Celia F. Sullivan
Financial Secretary

123-3672

Georgean
Mr. Robinson's office
August 7, 1973

Clela G. Sullivan
Women's Protective Union #457
125 West Granite Street
Butte, Montana

Dear Clela:

Enclosed herewith please find four (4) signed and approved copies of the new contract which became effective July, 28, 1973.

Kindest regards.

Sincerely,

John Tella

JT:md
Encls.
AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of July, 1973, at Butte, Montana, by and between the Mann Theatres, Inc., doing business as the Fox Theatre and Motor Vue 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, 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.
(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 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 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, Local 457 and the Silver Bow Trades and Labor Council of Butte:

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Cook, 3 hours or less minimum</td>
<td>2.65 7.95</td>
<td>2.75 8.25</td>
<td>2.80 8.40</td>
<td></td>
<td></td>
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<tr>
<td>Drive In Theatre Addition hours</td>
<td>2.65</td>
<td>2.75</td>
<td>2.80</td>
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<tr>
<td>Concession (Food) Waitress 3 hours or less minimum 1973</td>
<td>2.40 7.20</td>
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<tr>
<td>Drive In Theatre Additional hours</td>
<td>2.40 7.20</td>
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<tr>
<td>Cashier, 3 hours or less, minimum</td>
<td>1.85 5.55</td>
<td>1.95 6.85</td>
<td>2.00 6.00</td>
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<tr>
<td>Concession Girl 3 hours or less, minimum</td>
<td>1.85 5.55</td>
<td>1.95 6.85</td>
<td>2.00 6.00</td>
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<tr>
<td>Additional Hours</td>
<td>1.85</td>
<td>1.95</td>
<td>2.00</td>
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<tr>
<td>Usherettes, 3 hour or less minimum</td>
<td>1.85 5.55</td>
<td>1.95 6.85</td>
<td>2.00 6.00</td>
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<tr>
<td>Additional hours</td>
<td>1.85</td>
<td>1.95</td>
<td>2.00</td>
<td></td>
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<tr>
<td>Janitress, 3 hours or less, minimum</td>
<td>2.45 7.35</td>
<td>2.55 7.65</td>
<td>2.60 7.95</td>
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<tr>
<td>Additional hours</td>
<td>2.45</td>
<td>2.55</td>
<td>2.60</td>
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</tbody>
</table>
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 (1½). 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.

(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) Usherettes working midnight shows will be paid at the rate of time and one-half (1½).

ARTICLE V—VACATIONS

Regular Employees entitled to a vacation covered by this agreement who have been on the payroll of the Employer for six (6) months shall be allowed seven (7) days vacation pay.

Employees who have been on the employer's payroll for one (1) year shall be allowed fourteen (14) days vacation with pay.

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 vacations.

Employees retained in employment after the change of ownership of any firm or establishment shall not lose accumulated vacation rights.

ARTICLE VI

The Employer shall allow twenty (20) minutes for meal time for all employees after four hours on duty, without loss of time.
This contract becomes effective on the 28th day of July, 1973, and continues for a period of three years, when it automatically renews itself and continues in full force and effect from year to year thereafter unless notice is given by either party to the Agreement not less than sixty (60) days prior to the 28th day of July of any year that changes to this Agreement are desired in any or all of the provisions of this contract.

ARTICLE VIII

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

EMPLOYER MANN THEATRE INC.

EMPLOYER FOX INTERMOUNTAIN THEATRE, INC.

WOMEN'S PROTECTIVE UNION, LOCAL #457

Jack McGee
District Manager

Manager

PLAZA TWIN THEATRES 3/26/74

Chlo J. Sullivan
Financial Secretary

Blanda L. Copeland
Plaintiff

Val Webster
Business Agent

Kevin O'Connell
Manager
AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO THIS 4TH DAY OF FEBRUARY, 1969, AT BUTTE, MONTANA, BY AND BETWEEN THE FOX INTERMOUNTAIN THEATRES, INC., DOING BUSINESS AS THE FOX THEATRE, MONTANA 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 PERSON.

(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 COERC 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'd.)

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.

Effective
January 26, 1969

CLASSIFICATIONS

Cook, 4 hours or less minimum
(Drive In Theatre) Additional hours, $2.20 per hour. $8.80

Concession (Food) Waitress, 4 hours or less minimum
(Drive In Theatre) Additional hours, $1.95 per hour. 7.60

Cashiers, 4 hours or less, minimum
Additional hours, $1.50 per hour. 6.00

Concession Girl, 4 hours or less, minimum
Additional hours, $1.40 per hour. 5.60

Usherettes, 4 hours or less, minimum
Additional hours, $1.25 per hour. 5.00

Janitress, 4 hours or less, minimum
Additional hours, $2.00 per hour. 8.00

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

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

(K) No washing of popcorn and candy 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 day’s 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 Theatre 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) days 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 28th day of January, 1969, and continues for a period of one year. When it automatically renews 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 28th day of January of any year that changes to this agreement are desired in any or all of the provisions of this contract.

ARTICLE VIII

Except as otherwise hereinabove 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 Theatre, Inc.

Margaret Harrington
Financial Secretary

Women's Protective Union
Local #457

Paula L. Copeland
President

Val Webster
Business Agent