AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of June, 1953, at Butte, Montana, by and between the SILVER BOW EMPLOYERS' ASSOCIATION, for and on behalf of the members of its Hospital Division, hereinafter referred to both singularly and collectively as "Employer," and the WOMEN'S PROTECTIVE UNION, LOCAL NUMBER FOUR HUNDRED FIFTY-SEVEN (457), affiliated with the Silver Bow Trades and Labor Council, the Montana State Federation of Labor 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 - JURISDICTION OF UNION.

The Union has jurisdiction over all female employees in and around luncheonettes, cafes, taverns, cafeterias, night clubs, hotels, boarding houses, theatres, hospitals, rooming houses, and all public buildings.

ARTICLE II - UNION SECURITY.

(A) The Employer agrees to employ only members of the Union through the office of the Union. If the Union
is unable to supply employees, then the Employer may
employ any person it so desires, provided further, however,
the person so employed secures a work permit, which shall
be issued by the office of the Union, before going to work,
and provided further, that the person so employed makes
application for membership in the Union within seven (7)
days from date of employment and completes the application
for membership within thirty (30) days from date of
employment.

(B) The Union agrees to furnish the Employer
with competent employees.

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

ARTICLE III - HOURS OF WORK.

(A) Eight (8) hours shall constitute a day's
work for all members of the Union and may be divided into
not more than two (2) shifts, and further, said two (2)
shifts shall be completed within a period of twelve (12)
hours.

(B) Six (6) days shall constitute a week's work
for all members of the Union.

ARTICLE IV - OVERTIME.

All work performed over eight (8) hours in any
one day shall be paid for at the rate of one and one-half
(1½) times the regular hourly wage scale, the regular hourly
wage scale to be computed by dividing eight (8) into the
regular daily wage scale set forth in Article V.

ARTICLE V - WAGES.

(A) The minimum regular wage scale for members
of the Union shall be, as follows:

-2-
<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>DAILY</th>
<th>WEEKLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cooks</td>
<td>$7.71</td>
<td>$46.26</td>
</tr>
<tr>
<td>Cooks Helpers</td>
<td>6.38</td>
<td>38.28</td>
</tr>
<tr>
<td>Pastry Cooks</td>
<td>7.71</td>
<td>46.26</td>
</tr>
<tr>
<td>Pantry Girls (Salads, special diets, etc.)</td>
<td>5.91</td>
<td>35.46</td>
</tr>
<tr>
<td>Yard Girls</td>
<td>5.81</td>
<td>34.86</td>
</tr>
<tr>
<td>Dishwashers (Potwashers)</td>
<td>5.56</td>
<td>33.36</td>
</tr>
<tr>
<td>Bus Girls</td>
<td>5.56</td>
<td>33.36</td>
</tr>
<tr>
<td>Cashiers</td>
<td>5.63</td>
<td>33.78</td>
</tr>
<tr>
<td>Dish-Up Girls</td>
<td>5.56</td>
<td>33.36</td>
</tr>
<tr>
<td>Dispensers (Hospitality Shop)</td>
<td>6.09</td>
<td>36.54</td>
</tr>
<tr>
<td>Cook-Waitresses (Hospitality Shop)</td>
<td>7.71</td>
<td>46.26</td>
</tr>
<tr>
<td>Elevator Girls</td>
<td>4.64</td>
<td>27.84</td>
</tr>
<tr>
<td>Maids</td>
<td>5.56</td>
<td>33.36</td>
</tr>
<tr>
<td>Maids Aides (Tray Girls)</td>
<td>5.09</td>
<td>30.54</td>
</tr>
</tbody>
</table>

(B) The minimum regular wage scale set forth in part (A) of this Article shall not prevent a superior employee from receiving more than said wage scale provides for.

(C) No employee shall receive less wages than received at the time of the effective date of this Agreement.

**ARTICLE VI - EXTRA EMPLOYEES.**

(A) In the event extra employees are employed by the Employer, such extra employees shall not be employed for a period of less than two (2) hours at a total minimum wage scale of Two Dollars and Thirty-Eight Cents ($2.38) for said two (2) hours.

(B) All work performed by extra employees in excess of two (2) hours shall be paid for at the minimum wage scale of One Dollar and Nineteen Cents ($1.19) per hour, except, however, when eight (8) hours of work is
performed which shall be paid for at the minimum regular
daily wage scale set forth in part (A) of Article V.

ARTICLE VII - HOLIDAYS.

(A) All regular employees shall be paid at the
regular daily wage scale set forth in Article V for four
(4) hours of work on the following holidays: New Year's
Day, Memorial Day, July Fourth Day, Labor Day, Thanksgiv-
giving Day, and Christmas Day.

(B) The Employer reserves the right to require
any or all regular employees to work a maximum full eight
(8) hour day on the holidays set forth in part (A) of
this Article.

(C) All work performed over four (4) hours on
the holidays set forth in part (A) of this Article shall be
paid for at the rate of one and one-half (1½) times the
regular hourly wage scale, the regular hourly wage scale
to be computed by dividing eight (8) into the regular
daily wage scale 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 two
hundred (200) days in that year, shall be allowed one (1)
week's vacation with pay, and any employee who has worked
two hundred (200) days in each of four (4) consecutive
calendar years for the same Employer shall receive two (2)
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, and 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) This Article shall be effective upon acceptance and the signing of this Agreement.

**ARTICLE IX - BUSINESS AGENT.**

The Business Agent of the Union shall be allowed to visit employees in the interest of the Union from time to time.

**ARTICLE X - EMPLOYEES' DUTIES.**

(A) Maids shall perform the following duties:

(1) Clean all floors in all buildings designated. Scrub, mop, or sweep, as instructed.

(2) Clean all stairs, halls, etc.

(3) Wash windows, inside only, change curtains, and polish furniture.

(4) Clean toilet bowls.

(5) Polish all metal strips and clean tray shelves. Clean all woodwork.

(6) Dust all furniture. Clean room when patient leaves.

(7) Lysolize surgeries.

(8) Clean sterilizer and tanks.

(9) Clean dust mops and change dust mops.

(10) Scrub and clean all wooden or metal tables used in hallways.

(11) Clean and wash all painted furniture on
designated days. Clean all furniture in surgeries. Dust
patients' beds, dust underneath small tables and wipe
overhead table. Move furniture and mop floor carefully.
Clean walls, ceilings, and utility cans. Clean inside
window sills, sills inside screens, storm windows, and
steam pipes. Polish all metal fixtures, furniture, and
woodwork.

(12) Clean upholstered furniture.
(13) Dust all lamp shades.
(14) Damp dust all venetian blinds.
(15) Make beds in interne and student quarters.
(B) Maid's Aides (Tray Girls) shall perform the
following duties:
(1) Pass and collect food trays for patients.
(2) Clean refrigerators once weekly.
(3) Clean beds, mattresses, and mirrors in
vacant rooms when necessary.
(4) Make beds and clean closets when patients
are discharged.
(5) Clean hand bowls and bathrubs every day.
(6) Dust all furniture.
(7) Clean medicine shelves and put on clean papers.
(8) Clean and sterilize all bed pans.
(9) Pass linens on floors.
(10) Scrub and clean all tables in diet kitchens
and chart tables.

ARTICLE XI - MEALS.
(A) The Employer shall furnish meals to each
employee, however, only on the days said employee works.
(B) After employees have been on shift for a
minimum of four (4) hours, they shall have twenty (20)
minutes for mealtime and a place to sit down to eat.

(C) Employees, entitled to meals, may eat other meals at the mutual convenience of the Employer and employee.

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 shall require the Employer to pay the employee for an additional shift.

(B) Employees laying off or quitting shall give the Employer notice of their intention at, or before, the time when their last shift is ended. Failure to give such notice shall require the employee to forfeit to the Employer the wages for one shift if an adequate and reasonable excuse is not furnished by said employee.

ARTICLE XIII - GENERAL.

(A) The Employer shall furnish a white or special uniform when such uniforms are required.

(B) Employees shall not be held responsible for breakage of dishes or thermos bottles.

(C) Waitresses shall not be allowed to wash dishes, silver, glasses or thermos bottles.

ARTICLE XIV - 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 represen-
tatives from the Employer and the Union for settlement.
In the event said joint committee does not reach a settle-
ment within six (6) days, the claim or grievance shall be
referred to a Board of Arbitration as set forth in Article
XV.

ARTICLE XV - 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 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 representa-
tives 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 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 automatically 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.

(E) 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.

(F) 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 arbitration 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 XVI - 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 of such provision, or part thereof, shall not invalidate the remaining provisions, or parts thereof, herein; provided, however, upon such invalidation the parties hereto agree to immediately 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 decisions of such board or courts.

ARTICLE XVII - TERM OF AGREEMENT.

(A) This entire Agreement, including wage scales, is effective on the fifteenth (15th) day of June, 1953, and shall continue in full force and effect for one (1) year until the fourteenth (14th) day of June, 1954, 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 fourteenth (14th) day of June in any year after 1953 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) Answering counter-notice must be served in writing upon the opposite party within ten (10) days from the date of receipt of the original written notice. 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 hereunto set our hands on the day and year first above written.

WOMEN'S PROTECTIVE UNION,
LOCAL NUMBER FOUR HUNDRED FIFTY-SEVEN (457),

President

Secretary

Member of Negotiating Committee

International Representative,
Hotel and Restaurant Employees' International Union

SILVER BOW EMPLOYERS' ASSOCIATION,

Executive Secretary