AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of June, 1955, 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:
<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>DAILY</th>
<th>WEEKLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cooks</td>
<td>$8.25</td>
<td>$49.50</td>
</tr>
<tr>
<td>Cooks Helpers</td>
<td>6.75</td>
<td>40.50</td>
</tr>
<tr>
<td>Pastry Cooks</td>
<td>8.25</td>
<td>49.50</td>
</tr>
<tr>
<td>Pantry Girls (Salads, special diets, etc.)</td>
<td>6.45</td>
<td>38.70</td>
</tr>
<tr>
<td>Yard Girls</td>
<td>6.35</td>
<td>38.10</td>
</tr>
<tr>
<td>Dishwashers (Potwashers)</td>
<td>6.10</td>
<td>36.60</td>
</tr>
<tr>
<td>Dishwasher Bus Girl</td>
<td>6.10</td>
<td>36.60</td>
</tr>
<tr>
<td>Cashier</td>
<td>6.15</td>
<td>36.90</td>
</tr>
<tr>
<td>Dish-up Girls</td>
<td>6.10</td>
<td>36.60</td>
</tr>
<tr>
<td>Dispensers (Hospitality Shop)</td>
<td>6.45</td>
<td>38.70</td>
</tr>
<tr>
<td>Cook-Waitresses (Hospitality Shop)</td>
<td>8.25</td>
<td>49.50</td>
</tr>
<tr>
<td>Elevator Girls</td>
<td>5.15</td>
<td>30.90</td>
</tr>
<tr>
<td>Maids</td>
<td>5.95</td>
<td>35.70</td>
</tr>
<tr>
<td>Maids Aides (Tray Girls)</td>
<td>5.45</td>
<td>32.70</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 Fifty Cents ($2.50) 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 Twenty-five Cents ($1.25) 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, Thanksgiving 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.

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(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 interest 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, providing said employee has worked a minimum of seventeen (17) days in that month, after said twelve (12) months. Employment with the same Employer after a period of four (4) 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, providing said employee has worked a minimum of seventeen (17) days in each month of the four (4) consecutive calendar years. In the event an employee's employment is terminated after said twelve (12) months from date of 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.

(F) This Article shall be effective upon acceptance and 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.

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**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 patient's 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 bathtubs 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. 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) 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 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 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 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 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 applica-
tion, 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 of 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 Arbi-
tration, 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, 1955, and shall continue in full force and effect for one (1) year until the fourteenth (14th) day of June, 1956, 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 1956 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

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