AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of June, 1953, at Butte, Montana, by and between the SILVER BOW EMPLOYERS' ASSOCIATION, for and on behalf of the members of its Hotel and Rooming House 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.

Eight (8) consecutive hours shall constitute
a day's work and 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.

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

(A) CLASS "A" HOTEL.

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>DAILY</th>
<th>WEEKLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chambermaids</td>
<td>$5.66</td>
<td>$33.96</td>
</tr>
</tbody>
</table>
ARTICLE V - WAGES cont.

(A) CLASS "A" HOTEL.

CLASSIFICATION                  DAILY   WEEKLY
Seamstresses and Linen Room Maids       $5.66   $33.96
Bath Maids                                5.66    33.96
Extra Maids by Day                       5.89
Women doing House Cleaning                6.24

(B) CLASS "B" HOTEL.

CLASSIFICATION                  DAILY   WEEKLY
Chambermaids                        $5.66   $33.96
Seamstresses and Linen Room Maids     5.66    33.96
Bath Maids                           5.66    33.96
Extra Maids by Day                   5.89
Women doing House Cleaning            6.24

(C) ROOMING HOUSE.

CLASSIFICATION                  DAILY   WEEKLY
Chambermaids                        $5.66   $33.96
Extra Maids by Day                   5.89
Women doing House Cleaning           6.24

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

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

ARTICLE VI - EMPLOYEES' DUTIES, BREAKAGE, MEALTIME AND EXTRA EMPLOYEES.

(A) CLASS "A" HOTEL.

(1) Employees' Duties.

(a) The seamstress shall not perform any other work.
(b) A steady maid shall not perform house cleaning.
(c) Maids shall not be required to complete more than sixteen (16) rooms covering sixteen (16) baths or wash rooms.
(d) In Annex, maids shall not be required to complete more than fifteen (15) rooms covering fifteen (15) baths.

(2) **Breakage and Mealtime.**
(a) Maids shall not be held responsible for breakage while on duty.
(b) The Employer shall allow thirty (30) minutes for mealtime for employees working eight (8) hours per day without loss of time.

(3) **Extra Employees.**
(a) Two (2) extra maids shall be permitted for each ten (10) steady maids employed.
(b) Extra employees working less than eight (8) hours per day shall be guaranteed a minimum of two (2) hours' wages based on a wage scale of One Dollar and Fourteen Cents ($1.14) per hour, and further, shall not be required to complete more than six (6) rooms with one (1) bath.
(c) No more than one (1) maid shall be allowed to work less than eight (8) hours for the Employer.

(B) **CLASS "B" HOTEL.**

(1) **Employees' Duties.**
(a) The seamstress shall not perform any other work.
(b) Maids shall not be required to complete more than twenty (20) rooms, provided that said twenty (20) rooms shall not have more than eight (8) baths.
(c) A steady maid shall not perform house cleaning.

(2) **Breakage and Mealtime.**
(a) Maids shall not be held responsible for breakage while on duty.
(b) The Employer shall allow thirty (30) minutes for mealtime for employees without loss of time.

(3) **Extra Employees.**
(a) Extra employees working less than eight (8) hours shall be guaranteed a minimum of two (2) hours' wages based on a wage scale of One Dollar and Fourteen Cents ($1.14) per hour.
(b) No more than one (1) maid shall be allowed to work less than eight (8) hours for the Employer.

(C) **ROOMING HOUSE.**

(1) **Employees' Duties.**
   (a) No maid shall be required to complete more than twenty (20) rooms, two (2) baths, one (1) hall, and one (1) stairs; if there is no hall and no stairs, then no maid shall be required to complete more than twenty-three (23) rooms and two (2) baths.
   (b) A steady maid shall not perform house cleaning.
   (c) Maids shall not wash towels, curtains, dishes, or cut glass.
   (d) Maids shall only wash the inside of windows.

(2) **Breakage and Mealtime.**
   (a) Maids shall not be held responsible for breakage while on duty.
   (b) The Employer shall allow thirty (30) minutes for mealtime for employees without loss of time.

(3) **Extra Employees.**
   (a) Extra employees working less than eight (8) hours shall be guaranteed a minimum of two (2) hours' wages based on a wage scale of One Dollar and Fourteen Cents ($1.14) per hour.

**ARTICLE VII - HOLIDAYS.**

Time worked on the following holidays 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: Fourth of July Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.

**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 - 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 XI - GENERAL.
(A) No more than two (2) working partners shall be allowed in each establishment.

(B) The Employer shall furnish a special uniform when such uniform is required.

ARTICLE XII - 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 XIII.

**ARTICLE XIII - 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 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 herein provided for, within three (3) days from the date
such list is submitted to both parties hereto. The
remaining persons 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 con-
stituted. 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 XIV - 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 pro-
vision, 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 XV - 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

SILVER BOW EMPLOYERS’ ASSOCIATION,

Executive Secretary

Secretary

Member of Negotiating Committee

International Representative, Hotel and Restaurant Employees International Union