AGREEMENT


NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, COVENANTS, UNDERTAKINGS, TERMS AND CONDITIONS HEREBIN 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, MOTELS, BOARDING HOUSES, THEATRES, HOSPITALS, ROOMING HOUSES, AND ALL PUBLIC BUILDINGS.

ARTICLE II - UNION SECURITY

(A) THE EMPLOYER RECOGNIZES THE UNION AS THE SOLE AND EXCLUSIVE BARGAINING AGENT FOR ALL OF ITS EMPLOYEES PERFORMING WORK COVERED BY THIS AGREEMENT. ALL SUCH EMPLOYEES SHALL BE REQUIRED, WITHIN THIRTY-ONE (31) DAYS AFTER: (1) THE DATE OF THEIR EMPLOYMENT BY ANY EMPLOYER CONSTITUTING A PORTION OF THE MULTI-EMPLOYER BARGAINING UNIT CREATED BY THIS AGREEMENT, OR (2) THE EFFECTIVE DATE OF THIS AGREEMENT, OR (3) THE DATE OF EXECUTION OF THIS AGREEMENT, WHICH EVER DATE IS LATEST, TO BECOME AND REMAIN MEMBERS IN GOOD STANDING IN THE UNION.
ARTICLE II - UNION SECURITY (CONT'D)

(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.

(c) Employment:

(1) 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 provides further that the employer, within ten (10) days, notifies the union of name, address, and date of employment of any such employee.

(2) 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, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements.

(3) 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:

-2-
ARTICLE II - UNION SECURITY (CONT'D)

1st. Any job applicant requested by Employer.

2nd. Job applicants with experience in the particular job classification listed in Article IV.

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

4th. 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.

5th. The Employer and the Union shall post in places where notices to employees and applicants for employment are customarily posted, all provision of Part (c) of this Article, together with the business address and business hours of the Union Employment Office.

ARTICLE III - HOURS OF WORK

(A) Calendar week, as used in this Article, shall mean the period commencing at 12:01 A.M. on Sunday and ending at 12:00 midnight on the following Saturday.

(B) Forty (40) hours consisting of five (5) eight (8) hour days within a calendar week shall constitute a week's work.

(C) All work performed in excess of eight (8) hours in any one day, or forty (40) hours in any one calendar week shall be paid for at the rate of one and one-half (1½) times the regular scale.

All work performed in excess of five (5) days within a spread of any seven (7) days, or on the sixth (6th) consecutive day, whether in one calendar week or not, shall be paid for at the rate of one and one-half (1½) times the regular scale.

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

(E) It is agreed the daily hours of employment shall be consecutive.
ARTICLE IV - WAGES

The minimum regular wage scale shall be as follows:

(A) Class "A" and Class "B" Hotels and Rooming Houses:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Daily</th>
<th>Weekly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chambermaids</td>
<td>$9.20</td>
<td>$46.00</td>
</tr>
<tr>
<td>Seamstresses and Linen Room Maids</td>
<td>9.20</td>
<td>46.00</td>
</tr>
<tr>
<td>Bath Maids</td>
<td>9.20</td>
<td>46.00</td>
</tr>
<tr>
<td>Extra Maids By Day</td>
<td>9.45</td>
<td></td>
</tr>
<tr>
<td>Women Doing House Cleaning</td>
<td>9.65</td>
<td></td>
</tr>
</tbody>
</table>

Extra Employees:

1.65 per Hour

Extra employees working less than eight (8) hours shall be guaranteed a minimum of two (2) hours' wages in accordance with the following:

During the period August 21, 1961 to February 21, 1962...

(2) Effective February 21, 1962 to June 15, 1962

<table>
<thead>
<tr>
<th>Classification</th>
<th>Daily</th>
<th>Weekly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chambermaids</td>
<td>$9.60</td>
<td>$48.00</td>
</tr>
<tr>
<td>Seamstresses and Linen Room Maids</td>
<td>9.60</td>
<td>48.00</td>
</tr>
<tr>
<td>Bath Maids</td>
<td>9.60</td>
<td>48.00</td>
</tr>
<tr>
<td>Extra Maids By Day</td>
<td>9.85</td>
<td></td>
</tr>
<tr>
<td>Women Doing House Cleaning</td>
<td>10.25</td>
<td></td>
</tr>
</tbody>
</table>

Extra Employees:

1.70 per Hour

Extra employees working less than eight (8) hours shall be guaranteed a minimum of two (2) hours' wages in accordance with the following:

During the period February 21, 1962 to June 15, 1962...

(3) Effective June 15, 1962 to June 15, 1963

<table>
<thead>
<tr>
<th>Classification</th>
<th>Daily</th>
<th>Weekly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chambermaids</td>
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<tr>
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<td>10.00</td>
<td>50.00</td>
</tr>
<tr>
<td>Extra Maids By Day</td>
<td>10.25</td>
<td></td>
</tr>
<tr>
<td>Women Doing House Cleaning</td>
<td>10.65</td>
<td></td>
</tr>
</tbody>
</table>

Extra Employees:

1.75 per Hour
ARTICLE IV - WAGES (CONT'D)

EXTRA EMPLOYEES WORKING LESS THAN EIGHT (8) HOURS SHALL BE GUARANTEED
A MINIMUM OF TWO (2) HOURS1 WAGES IN ACCORDANCE WITH THE FOLLOWING:

DURING THE PERIOD JUNE 15, 1962 TO JUNE 15, 1963........$1.75 PER HOUR.

(B) THE MINIMUM REGULAR WAGE SCALE SET FORTH IN 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 V - 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) DURING AN 8-HOUR SHIFT MAIDS SHALL NOT BE REQUIRED TO
COMPLETE MORE THAN SIXTEEN (16) ROOMS COVERING SIXTEEN
(16) BATHS OR WASHROOMS.

(d) DURING AN 8-HOUR SHIFT 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 NOT BE REQUIRED TO COMPLETE MORE THAN FOUR
(4) ROOMS WITH ONE (1) BATH AND SHALL BE GUARANTEED
A MINIMUM OF TWO (2) HOURS' WAGES.
(b) **CLASS "B" HOTEL**

(1) **Employees' Duties**

(a) The seamstress shall not perform any other work.

(b) During an 8-hour shift 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.

(b) No more than one (1) maid shall be allowed to work less than eight (8) hours for the employer.

(4) **Rooming House**

(1) **Employees' Duties**

(a) During an 8-hour shift 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.
ARTICLE VI - HOLIDAYS

(A) 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 IV for the following holidays not worked: Fourth of July Day; Labor Day; Thanksgiving Day; Christmas Day; New Year's Day; Easter Sunday and Memorial Day.

(B) All employees, who work a minimum of three (3) full shifts within the week a paid holiday falls within, shall be paid at the regular daily wage scale as set forth in Article IV for the following holidays not worked: Fourth of July Day; Labor Day; Thanksgiving Day; Christmas Day; New Year's Day; Easter Sunday and Memorial Day.

ARTICLE VII - 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 one hundred seventy-five (175) days in that year, shall be allowed one (1) week's vacation with pay, and any employee who has worked one hundred seventy-five (175) days in each of three (3) consecutive calendar years for the same Employer shall receive two (2) weeks' vacation with pay. Any employee who has been employed by the same Employer for fifteen (15) consecutive years shall receive three (3) 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) 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, to a maximum of five (5) days, providing said employee has worked a minimum of fourteen (14) days in that month, after
said twelve (12) months. Employment with the same Employer after a period of three (3) 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, to a maximum of ten (10) days, providing said employee has worked a minimum of fourteen (14) days in each month of the three (3) consecutive calendar years. Employment with the same Employer after a period of fifteen (15) consecutive calendar years shall also be on an accrued basis, that is, employees shall then accrue one and one-half (1½) days of vacation credit at the end of each month of employment, to a maximum of fifteen (15) days, providing said employee has worked a minimum of fourteen (14) days in that month, after said fifteen (15) consecutive calendar years. In the event an employee’s employment is terminated after said twelve (12) months from date of employment, then所述 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. It is further understood that all pay for accrued days of vacation credit shall be included in an employee’s last pay check on termination of employment.

(F) This article shall be effective upon acceptance and the signing of this agreement.

ARTICLE VIII - BUSINESS AGENT

The Business Agent or other designated officers of the Union, shall have access to the premises of the Employer and be given every opportunity to investigate if the conditions of this Agreement are being observed and call any violations observed to the attention of the Employer, provided, however, that said Business Agent, or designated officers, inform a responsible person of their presence on the premises.

ARTICLE IX - 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.
ARTICLE IX - TERMINATION OF EMPLOYMENT (CONT'D)

(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 (1) shift if an adequate and reasonable excuse is not furnished by said employee.

ARTICLE X - 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.

(c) Supervisors, as defined by the National Labor Relations Act, as amended, are exempt from the provisions of this Agreement and will not be required to join the Union, but may not perform, nor assist in the performance of, work covered by this Agreement or the classifications contained in this Agreement.

ARTICLE XI - 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 XII.
ARTICLE XII - 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 the Federal Mediation and Conciliation Service 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 the Federal Mediation and Conciliation Service 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.
ARTICLE XII - ARBITRATION (CONT'D)

(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 XIII - 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 provision or parts thereof; the remaining provisions or parts thereof, shall remain in full force and effect. It is further agreed that in the event 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 XIV - SENIORITY AND DISCHARGE

(A) SENIORITY - The Employer and the Union agree that, merit and ability being equal, length of service shall govern in layoffs and rehiring. The Employer shall be the judge of the competency of his employees. Employees who have been laid off due to slackness of work will be given priority in employment in accordance with length of service. The Employer reserves the right to transfer employees as under the last agreement. This clause shall not apply to any employees with less than six (6) months of service.

Seniornity shall be terminated by: (1) Discharge for cause, (2) voluntary quit, (3) Twelve (12) consecutive months of unemployment through layoffs, (4) absence from work except for bona fide sickness, or granted leave of absence. In case of bona fide sickness, the Employer may demand a cert-
ARTICLE XIV - SENIORITY AND DISCHARGE (CONT'D)

Ification from a reputable physician after a period of thirty (30) days,
(5) failure to report for work after a layoff, within forty-eight (48) hours
after the time of being notified, and (6) securing other employment during
a leave of absence which may be granted by the employer, unless mutually
agreed upon between the employer and the employee.

The employer may divide the work equally between the regular employees
in case of temporary slack of employment.

(B) Discharge - After six (6) months on the payroll, an employee
may not be discharged except for just cause. Discharges shall be subject
to the grievance and arbitration provisions of this Agreement; but such
grievances shall be filed within five (5) days after discharge or be forever
waived.

ARTICLE XV - TERM OF AGREEMENT

(A) This entire Agreement, except as otherwise herein provided, is
effective on the fifteenth (15th) day of June, 1961, and shall continue
in full force and effect for two (2) years until the fourteenth (14th)
day of June, 1963, 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 1962 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) Counter-notice must be served in writing upon the opposite party
not less than forty-five (45) days prior to expiration of Agreement. Such
notice and counter-notice shall be transmitted by certified, first class
return receipt letter. Post marked date on envelope to be considered date
of receipt. 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.
ARTICLE XV - TERM OF AGREEMENT (CONT'D)

(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)

(S/ Blanche A. Copenhaver
President

(S/ Maybelle Benedict
Financial Secretary

(S/ Virginia Paynich
Business Agent

(S/ W. B. Freebourn
Attorney for Union

SILVER BOW EMPLOYERS' ASSOCIATION.

(S/ William Dee Morris
Executive Secretary

NAME OF ESTABLISHMENT

EMPLOYER

EMPLOYER