A G R E E M E N T

THIS AGREEMENT, Made and entered into this 11th day of July, 1966, 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 Hotel and Restaurant Employees and Bartenders' International Union, the Silver Bow Trades and Labor Council, the Montana State A. F. of L. - C. I. O., 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, motels, boarding houses, theaters, hospitals, rooming houses, and all public buildings.

ARTICLE II - AGENCY OF EMPLOYERS' ASSOCIATION

It is understood and agreed that in the negotiation and administration of this agreement, Silver Bow Employers' Association, a Montana Corporation, has acted only as an agent of its employer-members and in no event shall it be bound as principal hereunder or be liable in any manner for any breach hereof by any employer. However, the Silver Bow Employers' Association hereby covenants that those employer-members of said Association listed on Exhibit "A", attached hereto, are bound by the terms of this agreement whether or not they remain as members of Silver Bow Employers' Association for the full term of this agreement, and that all new members of Silver Bow Employers' Association becoming such after the date hereof and during the term of this agreement, who employ persons performing work covered by this agreement, shall become bound by the terms of this agreement. The liability of the employer-members for their individual act is and shall be several and not joint. The exclusion of Silver Bow Employers' Association hereunder is not intended to act as a bar to any proceedings which might be instituted against it under any of the provisions of the Labor-Management Relation Act of 1947, as amended, by reason of which it might have joint liability with the employer.

ARTICLE III - 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.

(B) In the event that the Labor-Management Relation 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 the 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:

1st Any job applicant requested by Employer.
2nd Job applicants with experience in the particular job classification listed in ARTICLE V.
3rd In the order of their registration all other applicants.

(4) 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.

(5) 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 IV - 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 of 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 V - WAGES

The minimum regular wage scale shall be as follows:

(A) CLASS "A" AND CLASS "B" HOTELS AND CLASS "A" MOTELS:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Daily</td>
<td>Weekly</td>
<td>Daily</td>
</tr>
<tr>
<td>Chambermaids</td>
<td>$11.44</td>
<td>$57.20</td>
<td>$12.08</td>
</tr>
<tr>
<td>Seamstresses and Linen Room Maids</td>
<td>11.44</td>
<td>57.20</td>
<td>12.08</td>
</tr>
<tr>
<td>Bath Maids</td>
<td>11.69</td>
<td>12.33</td>
<td>12.08</td>
</tr>
<tr>
<td>Extra Maids by Day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Women doing House</td>
<td>12.09</td>
<td>12.73</td>
<td>13.37</td>
</tr>
</tbody>
</table>

*Extra Employees working less than eight (8) hours shall be guaranteed a minimum of two (2) hours' wages in accordance with the pay scale set forth above.

(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 VI - EMPLOYEES' DUTIES, BREAKAGE, MEALTIME AND EXTRA EMPLOYEES

(A) Definitions:

(1) A Class "A" Hotel is one having a bath or half-bath with each room.

(2) A Class "B" Hotel is any other hotel. It is understood that rooming houses are excluded.

(3) A Class "A" Motel is a motel having a bath or shower with each unit.

(B) Class "A" Hotels and Class "A" Motels

(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 fifteen (15) rooms covering fifteen (15) baths or washrooms in Class "A" Hotels.

(d) During an 8-hour shift in Class "A" Motels and in the Finlen Annex, maids shall not be required to complete more than fourteen (14) rooms covering fourteen (14) baths.

(e) Making three (3) extra cots (not beds) shall be credited as completing one room.

(f) Maids required to service apartments within Class "A" Hotels and Class "A" Motels shall be credited as completing one room in addition to the number of rooms in the apartment.

(g) When a maid inspects or checks forty (40) rooms in a Class "A" Hotel, she shall be credited with completing two rooms.

(h) When a maid inspects or checks thirty (30) rooms in a Class "A" Motel, she shall be credited with completing two rooms.

(h) Maids shall not perform the duties of a linen-room maid.

(i) Maids performing the duties of a housekeeper shall be compensated one and one-half (1½) times the hourly wage scale as set forth in Article V.

(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.

(C) **Class "B" Hotels**

(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 nineteen (19) rooms, provided that said nineteen (19) rooms shall not have more than eight (8) baths.

(c) A steady maid shall not perform house cleaning.

(d) Making three (3) extra cots (not beds) shall be credited as completing one room.

(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.

ARTICLE VII - 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 V, 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) shifts within the week a paid holiday falls within shall be paid at the regular daily wage scale as set forth in Article V 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.

(C) Regular employees shall not be replaced by temporary employees to avoid payment of the holiday compensation.

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 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 twelve (12) 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 over a period of one (1) year.

(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 of 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 twelve (12) 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 twelve (12) 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. 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 IX - 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 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 (1) 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.

(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.

(D) The Union agrees it will not authorize, encourage, engage or participate in any strikes, slow-downs, work stoppages or picketing, nor will the Employer engage in any lockout of employees during the life of this Agreement, or any renewal hereof; it being understood, however, that if the provisions of Article XVI of this Agreement are complied with by either party and the parties are unable to agree on the terms of any renewal, then and only in that event, the Union shall have the right to engage in a lawful strike or the Employer may engage in any lawful action. No violation of this subparagraph shall be a matter for determination by the arbitration or grievance procedure of this contract.
(E) No present employee shall suffer a reduction in hourly or
daily rate of pay or loss of any fringe benefit presently enjoyed due
to the signing or operation of this Agreement. Nothing herein shall
be construed to prevent the payment of wages in excess of the minimum
wage scale as set forth in Article V, it being understood that the Em-
ployer may pay superior wages, hours, working conditions and other em-
ployee benefits in effect and may reduce the same to the minimums herein
prescribed without the consent of the Union.

ARTICLE XII - GRIEVANCE PROCEDURE

All misunderstandings and disputes between the Employer and the
Union concerning any matter involving the interpretation of any pro-
vision of this Agreement, or any matter involving the breach of any pro-
vision of this Agreement, shall be subject to the following procedure:

(A) In the event that the matter cannot be settled to the satis-
faction 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 designated representatives 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 representa-
tives 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 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 Agree-
ment 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, how-
evver 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 arbi-
tration proceedings herein provided for, or because of any decision
rendered by the Board of Arbitration, no strike or lockout shall be in-
stituted 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 provision, or part thereof, herein contained, be
rendered or declared invalid or illegal by reason of any existing or sub-
sequent 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 pro-
vision, 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 XV - 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 re-
hiring. The Employer shall be the judge of the competency of his em-
ployees. 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 will not apply to any employees with less than
six (6) months of service.

Seniority 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 a bona fide sickness
or granted leave of absence. In case of bona fide sickness, the Employer
may demand a certification 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 em-
ployees 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
grievance shall be filed within five (5) days after discharge or be
forever waived.

ARTICLE XVI - TERM OF AGREEMENT

(A) This entire Agreement, except as otherwise herein provided, is
effective on the fifteenth (15th) day of June, 1966, and shall continue in full force and effect for three (3) years until the fourteenth (14th) day of June, 1969, 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 1968 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 mark 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.

(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) SILVER BOW EMPLOYERS' ASSOCIATION

BY [Signature]
President

BY [Signature]
Executive Secretary

BY [Signature]
Financial Secretary

BY [Signature]
Business Agent

EXHIBIT "A"

Finlen Western Hotel & Motor Inn
East Broadway Street
Butte, Montana

Grand Hotel
124 West Broadway Street
Butte, Montana

Holiday Inn
Interstate 15 - 90
Butte, Montana

Mile Hi Motel
3499 Harrison Avenue
Butte, Montana

City Center Motel
641 West Park Street
Butte, Montana