MEMORANDUM AGREEMENT.

It is hereby mutually agreed between the undersigned parties that the agreement entered into between the Women's Protective Union, Local No. 457, and Theatres of Butte, Montana, effective October 28, 1952, is hereby extended and continued in full force and effect with the following changes and upon the following terms and conditions, to-wit:

I.

Sections 1 and 2 of Article I of said Agreement are deleted and the following are substituted as said sections 1 and 2:

"1. The party of the second part recognizes Women's Protective Union, Local No. 457, as the exclusive bargaining representative for employees engaged in work over which the Union has been accorded jurisdiction, with respect to wages, hours of work, and other conditions of employment.

2. It shall be a condition of employment that: all employees, covered by this agreement, who are members of the Union in good standing on either the effective date or the execution date of this agreement, which ever is later, shall remain members of the Union in good standing; and all employees, covered by this agreement, who are not members on either the effective date or the execution date of this agreement, which ever is later, shall become and remain members of the Union in good standing on and after the thirty-first (31st) day following either the effective date or the execution date of this agreement, which ever is later. It shall also be a condition of employment that all new employees, covered by this agreement, shall become and remain members of the Union in good standing on and after the thirty-first (31st) day following the beginning of such employment.

II.

Section 3 of Article I of said Agreement is deleted and the following is substituted as said section 3:

"3. WAGE SCALE.

Cashier, regular ............................... $44.00 per week.
Cashier, relief ................................. 7.34 per shift.
Concessionaire, regular ...................... 34.25 per week.
Concessionaire, relief ....................... 5.75 per shift.
Ushers, Usherttes ............................. 1.00 per hour.
Elevator Girls ................................. 36.10 per week.
Janitresses ................................... 41.50 per week.
Extra Janitresses .............................. 8.54 per shift.

Employees shall be guaranteed a minimum of four (4) hours pay per shift.

All time, from reporting time to release time, shall be considered time worked and shall be paid for by the party of the second part.

All overtime shall be paid for at the rate of time and one-half (1½). The first 10 minutes of overtime shall be paid at time actually worked; overtime in excess of 10 minutes shall be paid as 30 minutes; and overtime in excess of 30 minutes shall be paid as one (1) hour."

III.

Section 10 of Article I of said Agreement is deleted and the following
is substituted as said section 10:

"10. All extra janitresses working less than eight hours, $1.55 per hour shall be the scale not less than four hours."

IV.

Section 13 of Article I of said Agreement is deleted and the following is substituted as said section 13:

"13. Regular employees covered by this agreement who have been on the payroll of an establishment for one year shall be allowed seven day's vacation with six day's pay, and regular employees who have been on the payroll of an establishment for two (2) years shall receive two weeks vacation with pay. Employees entitled to a vacation shall receive the same in accordance with schedules to be prepared by the employer, which should be arranged to the mutual satisfaction of both parties, if possible.

B. Employees retained in employment, after a change in ownership of any firm or establishment shall not lose their accumulated vacation rights."

V.

Section 17 of Article I of said Agreement is deleted and the following is substituted as said section 17:

"17. The employer shall allow thirty (30) minutes for meal time for all employees after four hours on duty without loss of time, to be rotated by employees."

VI.

Section 18 of Article I of said Agreement is deleted and the following is substituted as said section 18:

"18. It is also agreed that popcorn and candy cases are to be kept clean although vendor shall not be expected to completely wash cases as per contract.

Six days shall constitute a week's work. A maximum of thirty-six (36) hours worked over six (6) days shall constitute a week's work. Six to eight hours shall constitute a day's work.

No washing of candy cases or popcorn cases by ushers.

No more than two extra ushers in any one theatre.

All janitresses after being on shift four hours shall have thirty (30) minutes for meal time and a place to sit down to eat on the employer's time. Janitresses not to use stepladders.

This contract becomes effective on the ___ day of ___ , 1961, and continues for a period of one year. When it automatically renews itself and continues in full force and effect from year to year thereafter unless notice is given by either party of the agreement not less than sixty (60) days prior to the ___ day of ___ of any year that changes are desired in any or all of the provisions of this contract.

VII.

Except as otherwise hereinabove provided, said Agreement is continued in full force and effect, without change, for the period specified
AGREEMENT ENTERED INTO BETWEEN THE WOMEN'S PROTECTIVE UNION NO. 457
AND THEATRES OF BUTTE, MONTANA

NEW SCALE OF WAGES AND WORKING RULES FOR 1952-1953 FOR THEATRE EMPLOYEES

THIS AGREEMENT TO BE BINDING BEGINNING OCTOBER 28, 1952 UNTIL OCTOBER 28, 1953.

WE HAVE 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, ETC.

NEW SCALE OF WAGES AND WORKING RULES FOR 1952-1953 FOR THEATRE EMPLOYEES

This agreement to be binding beginning October 28, 1952 until Oct. 28, 1953.

We have 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, etc.

CONTRACT AGREEMENT

Made and entered into this 28th day of October 1952 by and between
the Women's Protective Union, Local 457, affiliated with the Silver Bow
Trades and Labor Council, the Montana State Federation of Labor and the
State Culinary Alliance, party of the first part, and the Theatre proprietors
party of the second part.

ARTICLE I

1. That said party of the second part during the life of this contract
agree that they will not employ in any of their establishments any female
help other than members in good standing of the Women's Protective Union,
Local 457, of Butte, Montana.

2. The employers agree to employ upon the conditions provided herein
only members in good standing of the Women's Protective Union No. 457.
If the union when called by the employer, cannot supply the necessary help
the Employer may employ such help as it selects, provided that such help
before starting to work shall receive a permit from the union.

3. That the party of the second part will comply with the following scale
of wages and working conditions as approved by the Women's Protective
Union No. 457 and the Silver Bow Trades and Labor Council of Butte.

<table>
<thead>
<tr>
<th>Wage Scale</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cashier</td>
<td>$35.00</td>
</tr>
<tr>
<td>All relief cashiers</td>
<td>$32.00</td>
</tr>
<tr>
<td>Ushers</td>
<td>$30.00</td>
</tr>
<tr>
<td>Elevator Girls</td>
<td>$30.00</td>
</tr>
<tr>
<td>Janitresses</td>
<td>$4.00</td>
</tr>
<tr>
<td>Extra Janitresses per shift</td>
<td>$4.00 per hour</td>
</tr>
<tr>
<td>All overtime</td>
<td>$1.00 per hour</td>
</tr>
</tbody>
</table>

No ushers shall work less than 2 hours @ $1.30 per hour.

4. Any employer when discharging an employee must give said employee
notice of discharge at or before the time when her shift is ended and on
failure to give such notice, will be required to pay her for the shift
the same as if employee had worked.

5. Any employee when laying off or quitting the employ of any employer,
must give notice of same at or before the time when her shift is ended
and on failure to give such notice will be required to forfeit to said
employer the amount due for one shift.

6. Where a special uniform is required proprietor must furnish
same.
7. All steady help employed in theatres shall be employed or transferred to other theatres when and if their place of employment closes before new employees are hired.

8. When changes are made employees with seniority rights shall be considered first.

9. Ushers working midnight shows will be paid at the rate of time and one half.

10. All extra janitresses working less than eight hours, $1.30 per hour shall be the scale not less than two hours.

11. The business agent will be allowed to visit employees in the interests of the union any time.

12. The wage scale herewith given is a minimum scale and does not prevent any employee from receiving more than it calls for. No employee shall receive less than they received at the time of the signing of this agreement.

13. Each and every employee covered by this Agreement who has been on the payroll of an establishment for one year and has worked a minimum of 200 days in that year, shall be allowed seven days' vacation with six days' pay, and any member who has worked 200 days in each of four (4) consecutive calendar years for the same employer shall receive two weeks vacation with pay. Employees entitled to a vacation shall receive the same in accordance with schedules to be prepared by the employer, which should be arranged to the mutual satisfaction of both parties, if possible.

B. Employees retained in employment, after a change in ownership of any firm or establishment, shall not lose their accumulated vacation rights.

14. No employee shall suffer any reduction in wages or other remuneration on account of this agreement.

15. The employer or company agrees that there will be no discrimination against any employee for her union activity.

16. Any grievances concerning any working rule or regulation shall be submitted and settled by a committee from the union and employers said committee shall consist of an equal number from the union and employers.

17. The employer shall allow twenty (20) minutes for mealtime for all employees after four hours on duty without loss of time.

18. It is also agreed that popcorn and candy cases are to be kept clean although vendor shall not be expected to completely wash cases as per contract.

Six days shall constitute a week's work.

Forty hours shall constitute a week's work. Six to eight hours shall constitute a day's work.

No washing of candy cases or popcorn cases by ushers.

No more than two extra ushers in any one theatre.

All janitresses after being on shift four hours shall have twenty (20) minutes for meal time and a place to sit down to eat on the employer's time. Janitresses not to use stepladders.
This contract becomes effective on the 28th day of October 1952, and continues for a period of one year, when it automatically renews itself and continues in full force and effect from year to year thereafter unless notice is given by either party of the agreement not less than sixty (60) days prior to the 28th day of October of any year that changes are desired in any or all of the provisions of this contract.

Theatre Proprietor.  

Women's Protective Union #457
AGREEMENT ENTERED INTO BETWEEN THE WOMEN'S PROTECTIVE UNION #457
AND THEATRES OF BUTTE, MONTANA

NEW SCALE OF WAGES AND WORKING RULES FOR 1952-1953 FOR THEATRE EMPLOYEES

THIS AGREEMENT TO BE BINDING BEGINNING OCTOBER 30, 1952 UNTIL OCTOBER 28, 1953.

WE HAVE JURISDICTION OVER ALL FEMALE EMPLOYEES IN AND AROUND LUNCHEONETTES, CAFES, TAVERS, CAFETERIAS, NIGHT CLUBS, HOTELS, BOARDING HOUSES, THEATRES, HOSPITALS ROOMING HOUSES AND ALL PUBLIC BUILDINGS, ETC.

CONTRACT AGREEMENT


ARTICLE 1

1. That said party of the second part during the life of this contract agree that they will not employ in any of their establishments any female help other than members in good standing of the Women's Protective Union, Local 457, of Butte, Montana.

2. The employers agree to employ upon the conditions provided herein only members in good standing of the Women's Protective Union No. 457. If the union when called by the employer, cannot supply the necessary help the employer may employ such help as it selects, provided that such help before starting to work shall receive a permit from the union.

3. That the party of the second part will comply with the following scale of wages and working conditions as approved by the Women's Protective Union No. 457 and the Silver Bow Trades and Labor Council of Butte.

WAGE SCALE

<table>
<thead>
<tr>
<th>Position</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cashier</td>
<td>$34.25</td>
</tr>
<tr>
<td>All Relief Cashiers</td>
<td>30.50</td>
</tr>
<tr>
<td>Head Concession Girl</td>
<td>30.50</td>
</tr>
<tr>
<td>Ushers</td>
<td>28.00</td>
</tr>
<tr>
<td>Elevator Girls</td>
<td>28.00</td>
</tr>
<tr>
<td>Janitresses</td>
<td>35.00</td>
</tr>
<tr>
<td>Extra Janitresses per shift</td>
<td>5.50</td>
</tr>
<tr>
<td>All Overtime</td>
<td>1.50</td>
</tr>
</tbody>
</table>

No ushers shall work less than 2 hours @ $1.30 per hour.

4. Any employer when discharging an employee must give said employee notice of discharge at or before the time when her shift is ended and on failure to give such notice, will be required to pay her for the shift the same as if employee had worked.

5. Any employee when laying off or quitting the employ of any employer, must give notice of same at or before the time when her shift is ended and on failure to give such notice will be required to forfeit to said employer the amount due for one shift.

6. Where a special uniform is required proprietor must furnish same.

7. All steady help employed in theatres shall be employed or transferred to other theatres when and if their place of employment closes before new employees are hired.

8. When changes are made employees with seniority rights shall be considered first.

9. Ushers working Monday shows will be paid at the rate of time and one-half.

10. All extra janitresses working less than eight hours, $1.30 per hour shall be the scale not less than two hours.

-1-
11. The business agent will be allowed to visit employees in the interests of the union any time.

12. The wage scale hereinafter given is a minimum scale and does not prevent any employee from receiving more than it calls for. No employee shall receive less than they received at the time of the signing of this agreement.

13. Each and every employee covered by this agreement who has been on the payroll of an establishment for one year and has worked a minimum of 200 days in that year, shall be allowed seven days' vacation with six days' pay, and any member who has worked 200 days in each of four (4) consecutive calendar years for the same employer shall receive two weeks vacation with pay. Employees entitled to a vacation shall receive the same in accordance with schedules to be prepared by the employer, which should be arranged to the mutual satisfaction of both parties, if possible.

B. Employees retained in employment, after a change in ownership of any firm or establishment, shall not lose their accumulated vacation rights.

14. No employee shall suffer any reduction in wages or other remuneration on account of this agreement.

15. The employer or company agrees that there will be no discrimination against any employee for her union activity.

16. Any grievances concerning any working rule or regulation shall be submitted and settled by a committee from the union and employers said committee shall consist of an equal number from the union and employers.

17. The employer shall allow twenty (20) minutes for mealtime for all employees after four hours on duty without loss of time, to be rotated by employees.

18. It is also agreed that popcorn and candy cases are to be kept clean although vendor shall not be expected to completely wash cases as per contract.

Six days shall constitute a week's work.

Forty hours shall constitute a week's work. Six to eight hours shall constitute a day's work.

No washing of candy case or popcorn cases by ushers.

No more than two extra ushers in any one theatre.

All janitresses after being on shift four hours shall have twenty (20) minutes for meal time and a place to sit down to eat on the employer's time. Janitresses not to use stepladders.

This contract becomes effective on the 28th day of October 1952, and continues for a period of one year. When it automatically renews itself and continues in full force and effect from year to year thereafter unless notice is given by either party of the agreement not less than sixty (60) days prior to the 28th day of October of any year that changes are desired in any or all of the provisions of this contract.

Theatre Proprietor
/s/ Dick Conley

Women's Protective Union #437
/s/ Lena Mattausch
/s/ Margaret Harrington
/s/ Blanche Ayerett

Negotiating Committee

Lester Green, International Organizer