St. Jaems Community Hospital
Butte, Montana

February 13, 1974

To: Culinary and Miscellaneous Employees Local #457
From: Paul B. DeLong

RE: ETHICAL AND RELIGIOUS DIRECTIVES OF ST. JAMES COMMUNITY HOSPITAL

This memorandum is to serve as addendum to the Contract between St. James Community Hospital and the Culinary and Miscellaneous Employees Local #457 for the period from 2/5/74 to 2/4/76.

The Board of Trustees of St. James Community Hospital reaffirms its dedication to the preservation of human life in all its forms and at all stages of its developments. In addition, we reaffirm our belief in the moral teaching of the Roman Catholic Church as particularly expressed in the Ethical and Religious Directives for Catholic Health Facilities as promulgated by the National Conference of Catholic Bishops in Nov. 1971.
February 13, 1957

Blue Cross

Single:

8.5% - 16.9 - 3.38
2.38

2 Pairs:

16.45 - 24.94
18.21 - 24.94

Community Hospital

The Board of Trustees of the Community Hospital Corporation is now considering the purchase of the Human Life in All Its Forms and the Obligation to the Preservation of Human Life in All Its Forms...
June 19, 1975

As an employee of St. James Community Hospital, I am aware of the following:

1. Based on discussions with the Teamsters, the Union has agreed to grant a minimum number of passes to selected individuals so that they may pass through the picket lines:
   (a) Maintenance Personnel - to provide minimum maintenance and security for the building on a 24 hr. per day basis.
   (b) Specific Business Office Personnel - to provide minimum coverage in the office for Switchboard, and Payroll Processing.
   (c) Housekeeping Personnel - to provide minimum standards of cleanliness in order to return all SJCH employees to their jobs as soon as possible after the strike is concluded.
   (d) Cobalt Therapy Staff - to provide the needed staff to continue service to those patients receiving Cobalt Therapy.

2. Beginning the week of June 23, 1975 scheduled work will be available for me at my established hourly rate of pay and consistent with my job description. My department head (or immediate supervisor) has indicated that I will be expected to start at ___________ (time), ___________ (day).

3. As result of the above information, I realize that I may choose one of the following two courses of action:
   (a) By reason of my individual rights guaranteed by law, I do not choose to cross the picket line and accept the available work.
      - If I take other temporary work outside SJCH during the strike, it will not affect my return to work at SJCH. I realize that I must also make myself available for work at SJCH at the end of the strike.
      - My current benefits will not be arbitrarily cut-back at the time I would return to work at the end of the strike. During the strike:
         Blue Cross & Life Insurance - SJCH will continue the hospital portion of the contribution through July 25, 1975. I will continue to be responsible for my portion of the contribution and understand that I must pay my portion of the June premium to SJCH before July 12, 1975, otherwise my coverage will be discontinued.
         Sick Leave & Vacation - SJCH will accrue Sick Leave and Vacation benefits for employees through July 25, 1975. Current policies remain in effect.
         Holidays - SJCH will continue its current policies for holiday pay.
   (b) I choose to cross the picket line and accept the available work under the conditions outlined below:
      - I will punch in and report for work as indicated in 2 above to (Department Head or Immediate Supervisor)
      - My future work schedule will be explained to me.
      - If I am not able to report to work because of illness, I will contact my supervisor, department head, or Administrator each day I'm not able to report for work. I'll also bring a Doctor's release on my first day of return to work.
      (Note: I will expect to bring my own meal for each day that I will work.

4. (a) I can expect my benefits to be treated fairly and equitably during this period. It will be necessary to reevaluate the above benefits to determine whether or not the hospital can afford to continue to contribute toward my benefits if the strike is not settled by July 25, 1975.
   (b) It is my individual right to decide whether or not I will cross the picket line. My job will not be in jeopardy if I choose not to cross the picket line.

Signed: ______________________________
To:  Jim Roberts
From:  Paul DeLong
Re:  Picket Passes

June 20, 1975

Listed below are the names and titles of those employees we feel must have passes. The purpose is to provide minimum maintenance, housekeeping, security, switchboard operation, payroll processing, and cobalt therapy treatments:

**Non-Contract Employees:**

- Vanek, Al  Security Guard
  - Miller, Ann
  - White, Jonnie
  - Nickman, D.F.
  - Brewton, L.C.
  - Hammer, L.G.

- Martens, Stanley  Janitor
- Sheehy, Michael  Janitor
- Crowley, Jim  Janitor
- McLeod, Donald  Janitor
- Van Haecke, Michel  Janitor

- Mueller, Janet  Switchboard Operator
- Giachetti, Rose  Switchboard Operator
- Denney, Ann  Switchboard Operator
- Aschenbrenner, Lil  Switchboard Operator
- Camitsch, Ruth  Switchboard Operator
- Enrooth, Donna  Switchboard Operator
- Schummer, Patsy  Payroll Clerk
- Darland, Kathy  Payroll Clerk
- Retallack, Helen  Payroll Clerk
- Riley, Anne  Payroll Clerk

**Operating Engineers:**

- Reed, Lucky  Engineer
- Corak, Joe  Engineer
- Grinolds, Jack  Engineer
- Hackman, William  Engineer
- Mackenzie, Robert  Engineer
- Martinez, Phil  Engineer
- Roggia, Bruno  Engineer
- Sweeney, Russell  Engineer
Culinary & Miscellaneous Employes:

<table>
<thead>
<tr>
<th>Clark, Fay</th>
<th>Cook</th>
</tr>
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<tbody>
<tr>
<td>Cerise, Jennie</td>
<td>Maid - Floor</td>
</tr>
<tr>
<td>Crabtree, Cora</td>
<td>Maid &quot;</td>
</tr>
<tr>
<td>Dick, Jennie</td>
<td>Maid &quot;</td>
</tr>
<tr>
<td>Drzewiecki, Krystyna</td>
<td>Maid &quot;</td>
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<tr>
<td>Gilbert, Charlotte</td>
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<tr>
<td>Kasun, Mary</td>
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<td>Liebman, Thelma</td>
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<td>Monson, Marie</td>
<td>Maid &quot;</td>
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<tr>
<td>Paige, Marjorie</td>
<td>Maid &quot;</td>
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<tr>
<td>Patritti, Christina</td>
<td>Maid &quot;</td>
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<td>Rogers, Aileen</td>
<td>Maid &quot;</td>
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<td>Swendseid, Elsie</td>
<td>Maid &quot;</td>
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<td>Wilson, Natsue</td>
<td>Maid &quot;</td>
</tr>
<tr>
<td>Wonnacott, Linda</td>
<td>Maid &quot;</td>
</tr>
<tr>
<td>Knoll, Billie</td>
<td>Maid - Floor and Surgery</td>
</tr>
<tr>
<td>Murray, Lil</td>
<td>Maid - Surgery</td>
</tr>
<tr>
<td>Smith, Gertrude</td>
<td>Maid - Surgery</td>
</tr>
</tbody>
</table>
February 8, 1974

To: Surgery Maids

From: Paul B. DeLong

RE: Negotiated Rate of Surgery Maids

This memorandum is to serve addendum to the Contract between St. James Community Hospital and the Culinary and Miscellaneous Employees Local #457 for the period of 2/5/74 to 2/4/76.

At this time, it is difficult to calculate a salary rate for the surgery maids which would be comparable to our janitor scale. At no time, however, will the surgerymaid get less than the non-surgery maid. For this reason, we will expect to presently pay the surgery maid the same negotiated rate as the non-surgery maid.

All increases sfor the surgery maid will be made retroactive to the date of the contract-2/5/74, at such time as a rate for the surgery maids can be calculated to comparable to the janitor scale. The revised rate will then become a part of this contract as an addendum which will replace this memorandum.

The surgery maid scale will be calculated no later than 8/5/74 and more likely within the next month.

Sincerely,

Paul B. DeLong
February 13, 1974

To: Culinary and Miscellaneous Employees Local #457
From: Paul B. DeLong

RE: ETHICAL AND RELIGIOUS DIRECTIVES OF ST. JAMES COMMUNITY HOSPITAL

This memorandum is to serve as addendum to the Contract between St. James Community Hospital and the Culinary and Miscellaneous Employees Local #457 for the period from 2/5/74 to 2/4/76.

The Board of Trustees of St. James Community Hospital reaffirms its dedication to the preservation of human life in all its forms and at all stages of its developments. In addition, we reaffirm our belief in the moral teaching of the Roman Catholic Church as particularly expressed in the Ethical and Religious Directives for Catholic Health Facilities as promulgated by the National Conference of Catholic Bishops in Nov. 1971.
Article IV - Work Week, Hours of Work, and overtime
Add to Article: Call out Pay! Full time employees called out to work on their regularly scheduled day off shall be paid at the rate of one and one-half (1½) times their regular rate of pay and will be guaranteed eight hours of work. Such employee, will not be required to take another day off when requested to work their regular day off.

Part time employees called out to work shall be guaranteed four hours work at one and one-half (1½) times their regular rate of pay.

Article VI - Wages
Increase in wages of $1.00 per hour in all classifications.
New: Cost of living clause to be added that will be comparable to that which has been granted to other employees of St. James Community Hospital.

Article VIII - Vacations
4. Full time employees will receive four (4) weeks or one hundred sixty (160) hours of straight time rate of pay upon completion of ten (10) years of continuous service.
5. If any of the holidays, i.e. New Years Day, Washingtons Birthday, Memorial Day, Independence Day, Labor, Day, Thanksgiving Day, Christmas Day, Employees Birthday - occur during an employees scheduled vacation the employee will receive eight (8) hours of holiday pay.

New: Vacation pay checks to be separate from the regular payroll checks for classification of the amount received.

Article IX - Sick leave
Amend to read: All full time employees who have been continuously employed for three (3) months may accumulate 1 day sick leave per month up to a Maximum of sixty (60) days. Sick leave accumulation in retroactive to date of employment. Payment of sick leave shall not be made for the first (1) day of any illness.

Article X - Holidays
New add:
(d) Regular employees shall not be replaced by temporary employees to avoid payment of the holiday compensation.

Article XV - Union Notice of Employees
Amend to read: The employer agrees to give the Union the names of all employees covered by the Agreement on the first payroll period each month.
Proposals submitted for negotiations
Page 2

New Article - Other Paid Absences
All requests for paid absences must be made through and approved by the employee’s Department Head. Various types of paid absences will be considered for employee’s who have completed their three month probation period as follows:

A. Death in the Family
1. Up to three (3) days paid absence will be authorized for an employee following a death in the immediate family (husband, wife, father, father-in-law, mother, mother-in-law, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, stepmother, step father)

2. Jury Duty
   The employee will promptly notify their immediate Supervisor when called for Jury Duty. The hospital will pay the difference between the employee’s regular salary and the money paid for Jury Duty. This will insure that the employee’s wages will be at least what they would have been had the employee had been working. It is the obligation of the employee to produce evidence of Jury Duty assignment and pay. If an employee is excused from Jury and it is practical for the employee to return to work, the employee shall do so.

New: Housekeeping workers No. 1 and No. 2 shall have Sundays and Holidays off on a rotating basis.

New: Classifications in Dietary Department according to seniority.

Respectfully Submitted by,

Margaret K. Harrington
Financial Secretary

Val Webster
Business Agent

Clara Dean Lewis
President

Dated this - October 1975
To: The C&ME #457 Negotiating Team

From: The SJCH Negotiating Team

Re: Tentative Agreements & "Package" Proposal

I. Tentative Agreements made at the Dec. 4 Negotiating Session:

A. Ethical and Religious Directives
   - from SJCH Dec. 1 Proposal.
B. Retirement Plan
   - from SJCH Dec. 1 Proposal.
C. National Health Insurance Program
   - from SJCH Dec. 1 Proposal
D. Scope of Agreement
   - from SJCH Dec. 1 Proposal modified as follows:
     change "... waiver or estoppel of Union's right ..."
     to ... waiver or impede or bar the Union's right ...
E. Introduction
   - from SJCH Dec. 1 Proposal.
F. Union Notice of Employes
   Amend to read: The employer agrees to give the Union the names of new hires and layed off or terminated employes once a month.

II. SJCH "Package Proposal"

A. Work Week, Hours of Work and Overtime
   - add the following:

   Call Out: Full Time employees called out to work on their regularly scheduled day off shall be guaranteed a minimum of two hours and forty-five (2:45) minutes of work or pay at overtime rates and pay at overtime rates for actual time worked thereafter. Employees must report for work and remain available for work to qualify for Call Out pay.

B. Vacations

   (1) Change 4 to read:
   4. Full time employees will receive a vacation allowance of four (4) weeks or one hundred sixty (160) hours of straight time rate of pay upon completion of ten (10) years of continuous service.

   (2) Vacation Pay – change wording in Vacation clause to indicate that: "Vacation pay will be granted (a) after each year of completed employment and (b) as if the employee had actually worked during the vacation time off. This means that each employee will be paid 26 continuous paydays even though they may be on vacation.
C. Sick Leave - Change 1 to read:

1. All full time employees who have been continuously employed for three (3) months may accumulate 1 day of sick leave per month up to a maximum of 60 days. (Beginning 2/1/77, employees may begin accumulating to a maximum of 100 days.) Sick Leave accumulation is retroactive to date of employment. Payment of sick leave shall not be made for the first two (2) days of any illness.


E. Wages - As attached

cc: Sister Mary Clarice Lousberg
    Lea Van Haecke
    Bob Jinneman
    Irene Arntson
MARCH 11,

ROBERT L. DIEFENBACH
GENERAL SECRETARY-TREASURER
H & R & B INTERNATIONAL UNION
6 EAST FOURTH STREET
CINCINNATI, OHIO  45202

DEAR BROTHER DICEFENBACH

Enclosed is the renewal agreement with St. James Community Hospital for a period of three years. February 5, 1969 to February 4, 1972 inclusive. We gained a 10c per hour increase on each anniversary for all classifications. We gained a better vacation clause with the Part Time Employees who work any 2 days a week becoming eligible for vacation.

For comparison enclosed is a copy of the old contract.

With kind personal regards,

FRATERNALLY,

MARGARET K. HARRINGTON
FINANCIAL SECRETARY

MKH: SJG
ENCLOSURES: 2.
MR. LESTER J. GREEN, VICE-PRESIDENT
H & RE & B INTERNATIONAL UNION, SIXTH DISTRICT
5949 LEE STREET
ARVADA, COLORADO

APRIL 26

DEAR BROTHER GREENS:

Enclosed herewith is a copy of the Memorandum Agreement reached after I had sent the letters (copy enclosed) to Sister Ann Louis. I also informed her we had a petition of which I had showed her the heading on (copy enclosed) with the signatures of twenty-three of the employees in the Dietary Department.

We are all very happy about this victory; I had, as you know, everything all ready for the employees to fill in to receive the refund of the 1963 and 1964 tax on their meals. Sister Ann Louis had the Payroll Department at the Hospital put all the necessary information on the forms and many of the members have received their money already.

BY
SISTER AND LOUIS, HOSPITAL

WITH KIND PERSONAL REGARDS, I AM

FRATERNALLY YOURS,

MARGARET K. HARRINGTON
FINANCIAL SECRETARY

MKH:VMD

ENCLOSURES: 3
MEMORANDUM AGREEMENT

Be remembered that, the certain agreement between Saint James Community Hospital, Butte, Montana and the Women's Protective Union, Local Number Four Hundred Fifty-seven (457) dated February 2, 1965 is hereby amended, by mutual consent, as follows: (Amendment pertains to dietary service only.)

ARTICLE VII - MEALS

(Deletion):

DELETE WORDS REGULARLY, SCHEDULED, DESIGNATED FROM ARTICLE VII - PART 2.

(Addition):

4. The value of these meals, for dietary department, 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.

IN WITNESS WHEREOF, the Union and the Employer have caused this memorandum agreement to be executed in their names by their duly authorized representatives at Butte, Montana, this ___________day of ___________ 19__.

WOMEN'S PROTECTIVE UNION LOCAL #457

SAINT JAMES COMMUNITY HOSPITAL

BY
Blanche Copenhaver, President

BY
Margaret K. Harrington, Financial Secretary

BY
Val Webster, Business Agent

BY
Lester J. Green

INTERNATIONAL REPRESENTATIVE
ROBERT L. DIEFENBACH  
GENERAL SECRETARY - TREASURER  
H & R & B INTERNATIONAL UNION  
66 EAST FOURTH STREET  
CINCINNATI, OHIO  45202  

DEAR BROTHER DIEFENBACH:  

IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT (ARTICLE XIII) BETWEEN THE ST. JAMES COMMUNITY HOSPITAL AND THE WOMEN'S PROTECTIVE UNION LOCAL #457, THE EMPLOYEES COVERED BY THIS AGREEMENT VOTED BY SECRET BALLOT AT A SPECIAL CALLED MEETING ON NOVEMBER 22, 1968 TO OPEN THEIR AGREEMENT FOR NEGOTIATIONS FOR IMPROVED WAGES AND WORKING CONDITIONS.  

THE MEMBERS VOTED UNANIMOUSLY TO REQUEST THE ASSISTANCE OF VICE-PRESIDENT LESTER J. GREEN FOR NEGOTIATIONS.  

WRITTEN NOTICE IN ACCORDANCE WITH ARTICLE XIII OF THE AGREEMENT HAS BEEN SERVED UPON THE EMPLOYER WITH A REQUEST FOR A MEETING WITH THEIR COMMITTEE.  

FEDERAL MEDIATION & CONCILIATION SERVICE AND ALSO MONTANA STATE DEPARTMENT OF LABOR HAVE BEEN NOTIFIED.  

WITH KIND PERSONAL REGARDS, I AM,  

FRATERNALLY YOURS,  

MARGARET K. HARRINGTON  
FINANCIAL SECRETARY  

MKH:SJC  

CC: LESTER J. GREEN, VICE-PRESIDENT  
H & R & B INTERNATIONAL UNION  
10742 MOUNTAIN VIEW ROAD  
SUN CITY, ARIZONA  85351  

COPY
November 26, 1960

Dear Brother Diefenbach:

In accordance with the terms of the agreement (Article XIII) between the St. James Community Hospital and the Women's Protective Union Local #457, the employees covered by this agreement voted by secret ballot at a special called meeting on November 22, 1960 to open their agreement for negotiations for improved wages and working conditions.

The members voted unanimously to request the assistance of Vice-President Lester J. Green for negotiations.

Written notice in accordance with Article XIII of the agreement has been served upon the Employer with a request for a meeting with their committee.

Federal Mediation & Conciliation Service and also Montana State Department of Labor have been notified.

With kind personal regards, I am,

Fraternally yours,

______________________________
MARGARET K. HARRINGTON
Financial Secretary

MKH: SJC

CG: LESTER J. GREEN, VICE-PRESIDENT
H & RE & B INTERNATIONAL UNION
10742 MOUNTAIN VIEW ROAD
SUN CITY, ARIZONA 85351
LOCAL JOINT EXECUTIVE BOARD OF BUTTE
125 WEST GRANITE STREET
BUTTE, MONTANA
59701

November 25, 1960

Mr. Robert L. Diefenbach
General Secretary-Treasurer
H & RE & B International Union
6 East Fourth Street
Cincinnati, Ohio 45202

Dear Brother Diefenbach:

In accordance with Article XIV, Section 4 of our International Constitution of Provisions submitted by the Women's Protective Union, Local 457 for their members employed in the St. James Community Hospital have the approval of the Local Joint Executive Board of Butte, Montana.

Fraternally Yours,

[Signature]

John Moriarty, President

[Signature]

Blanche Copenhaver, Secretary

MKH: SJC

CC: Mr. Lester J. Green, Vice President
H & RE & B International Union
10742 Mountain View Road
Sun City, Arizona 85351

MRH: SJC
Sister Mary Canjar, Administrator
St. James Community Hospital
100 South Clark Street
Butte, Montana 59701

Dear Sister Canjar:

In accordance with the terms of the Agreement (Article XIII), between the St. James Community Hospital and the Women's Protective Union Local #457, the employees covered by this Agreement voted to open this Agreement for negotiations to modify and revise some of the provisions of the present Agreement.

We would appreciate getting the negotiations started as soon as possible.

The negotiating committee for the Union will be available to meet when it is convenient for your committee.

With kind personal regards, I am,

Very truly yours,

[Signature]

Margaret K. Harrington
Financial Secretary

MKH: SJGC

COPY
December 12, 1968

NOVEMBER 26

MANAGER

Regarding the reopening of our Contract

9:00 P.M. at the Hospital.

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

INSTRUCTIONS: Show name and address below and complete instructions on other side, where applicable. Moisten gummed ends, attach and hold firmly to back of article. Print on front of article RETURN RECEIPT REQUESTED.

NAME OF SENDER: Women's Protective Union

ADDRESS: 25 W. Granite St

POST OFFICE, STATE, AND ZIP CODE: BUTTE, MONTANA 59701

POSTMARK OF DELIVERING OFFICE: OCT 29 1968

RETURN TO:

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $500
REGISTERED NO. 7461

Value $ 5.00
Spec. del'ly fee $
Fee $ 15
Postage $ 10
Surcharge $ 
Rest. del'ly fee $

Postmaster, Bk.

From: Women's Protestant Home
125 W. Grand, Butte, Mont.

To: Sister Mary Carmen, 400 S.
Clark, Butte, Mont.

POD Form 3896—May 1964

Very truly yours,

Margaret K. Harrington
Financial Secretary
Dear Mrs. Harrington:

We write regarding the reopening of our Contract on November 27, 1968 at 2:30 P.M. with the Hospital.

Dear Mr. Greiner:

Sincerely,

In accordance with the terms of the Agreement (Article XIII), between the St. James Community Hospital and the Women's Protective Union Local #457, the employees covered by this Agreement voted to open this Agreement for negotiations to modify and revise some of the provisions of the present Agreement.

We would appreciate getting the negotiations started as soon as possible.

Sister Vivian - Controller

The negotiating committee for the Union will be available to meet when it is convenient for your committee.

With kind personal regards, I am,

Very truly yours,

Margaret K. Harrington
Financial Secretary

MKH: SJC

Special Meeting for Members - Tuesday, January 15, 1969
We will be holding a meeting concerning the reopening of our Contract on Friday, December 20, 1968 at 2:30 P.M. at the Hospital.

Called to change to Friday, December 20, 1968 at 3:30 P.M.

Dear Mr. Greiner:

In accordance with the terms of the Agreement (Article XIII), between the St. James Community Hospital and the Women's Protective Union Local #457, the employees covered by this agreement voted to open this agreement for negotiations to modify and revise some of the provisions of the present agreement.

We would appreciate getting the negotiations started as soon as possible.

The negotiating committee for the Union will be available to meet when it is convenient for your committee.

With kind personal regards, I am,

Very truly yours,

Margaret K. Harrington
Financial Secretary

MKH: SJC

[Red stamp: COPY]
Mrs. Margaret K. Harrington  
Financial Secretary  
Women's Protective Union #457  
Miners Union Hall  
125 W. Granite St.  
Butte, Montana 59701

Dear Mrs. Harrington:

We would like to meet with you concerning the reopening of our Contract on Tuesday, December 31, 1968 at 2:30 P.M. at the Hospital.

Called to change to Friday - December 20, 1968 at 3:30 P.M.

Sincerely,

Harold L. Greiner  
Personnel Director

cc: Sister Mary Canjar, Administrator  
Sister Vivian - Controller

December 20, 1968 - 3:30 P.M.  
January 8, 1969 - 2:30 P.M.  
January 15, 1969 - 2:30 P.M.

Special Meeting for members - Friday January 13, 1969  
7:30 P.M.
AGREEMENT

This Agreement entered into between Saint James Community Hospital, Butte, Montana, hereinafter referred to as the "Employer" and the Women's Protective Union, Local Number Four Hundred Fifty-seven (457), hereinafter referred to as the "Union", WITNESSETH:

I. RECOGNITION AND MEMBERSHIP

1. The Employer recognizes the Union as the sole representative, for bargaining purposes, of the female employees in the job classifications set forth under Wages.

2. All female employees, who perform work in the job classifications set forth under Wages, who are members of the Union in good standing shall remain members in good standing for the term of this Agreement; and those who are not members of the Union shall become members within thirty-one (31) days of the effective date of this Agreement and remain members of the Union in good standing for the term of this Agreement; and new employees hired after the effective date of this Agreement shall within thirty-one (31) days of their beginning date of employment become members of the Union in good standing for the term of this Agreement.

Good standing, for the purpose of this Agreement, shall mean the payment or tender of Union initiation fees and membership dues to an authorized agent of the Union.
II CONTINUOUS SERVICE

Continuous service is that time of employment at St. James Community Hospital which is considered unbroken and is used to compute employee benefits, such as vacations, paid holidays, etc. Continuous service is broken by:

1. A termination - voluntary resignation of an employee
2. A discharge - separation due to misconduct or negligence in line of duty.
3. Failure to report for work at the expiration of a leave of absence and in accordance with the terms of the leave.
4. Release or dismissal because of inability to perform work satisfactorily.
5. A transfer from full-time to part-time. (This affects continuous service only in that the benefits of a part-time employee are not the same as those of a full-time employee.)

III EMPLOYEE STATUS

Employees who regularly work forty (40) hours per week shall be considered full time employees.

Employees who regularly work at least sixteen (16) hours per week but less than forty (40) hours per week shall be considered as part-time employees. Part-time employees shall be paid at the hourly rate set forth under WAGES. Part-time employees shall not be eligible for holiday pay or other fringe benefits accorded full-time employees.

IV WORK WEEK, HOURS OF WORK, AND OVERTIME

1. The work week shall consist of five (5) days of eight (8) hours each in the period commencing at 12:01 A.M. on Sunday of each week.

2. Time and one-half the regular straight time rate will be paid for all hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one week. In no case shall premium pay be paid twice for the same hours worked.
V Vacations

1. Full-time employees will receive a vacation allowance of one week (forty (40) hours) at straight time rate of pay after one year (2080 hours) of continuous service.

Time off from work due to illness, or excused absence approved by the Employer, not exceeding 21 calendar days (15 working days) shall be considered as days worked for the purpose of computing hours needed for vacations.

2. Full-time employees will receive a vacation allowance of two (2) weeks (eighty (80) hours) at straight time rate of pay with the completion of two (2) through nine (9) years of continuous service.

Full-time employees will receive a vacation allowance of three (3) weeks (one hundred twenty (120) hours) at straight time rate of pay after ten (10) years of continuous service.

3. If a holiday (see Holidays) occurs during an employee's scheduled vacation, the employee will receive five (5) hours of holiday pay.

4. Schedules of vacations are to be prepared by the Employer who shall take into consideration requests of employees.

5. Vacation time off must be taken within six months of the payment of the vacation allowance. Salary payment may not be taken in lieu of vacation time off.

For salary (X) minutes. Salary personnel shall be entitled to a "non-scheduled" thirty (30) minute cool period. It is understood that the thirty (30) minute break at the end of the employee leaves the work station. No more than thirty (30) minutes may elapse until the returns to his work station.
VI  HOLIDAYS


1. Each full time employee not on authorized leave of absence or excused absence shall be paid for five (5) hours at straight time rate of pay on any of the above holidays not worked provided that:
   a. Such employee is on the active payroll on the Employer and
   b. has worked at least thirty (30) days immediately preceding the holiday involved, and
   c. works her scheduled work day immediately preceding and her scheduled work day immediately following the holiday involved.

2. An employee who is scheduled to work on any holiday and does not work said day shall receive no pay for such holiday.

3. Any employee working on any of such holidays shall be paid at the straight time rate for the hours worked and be paid five (5) hours at straight time hourly rate as holiday pay, in accordance with the above specified conditions in (1) and (2) above.

VII  MEALS

1. Employees shall receive meals on days on which they work.

2. After employees, except dietary employees, have been working a minimum of four (4) hours they will have a "regularly scheduled", designated meal period for thirty (30) minutes. Dietary personnel shall be entitled to a "non-scheduled" thirty (30) minute meal period. It is understood that the thirty (30) minutes begin at the time the employee leaves her work station. No more than thirty (30) minutes may elapse until she returns to her work station.
3. Other meals must be eaten before or after the day's work of eight (8) hours.

4. The value of these meals, for dietary and housekeeping personnel, shall be reported as gross earnings in accordance with the amended Internal Revenue Code of 1954 (Section 1119-1(a)(2)) and pursuant to the interpretation thereof by the Office of the U.S. Treasury Department, Internal Revenue Service, District Director, Helena, Montana 59601.

### VIII WAGES

<table>
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<tr>
<th>Classification</th>
<th>Weekly Rate 2-5-67 to 2-4-68</th>
<th>Daily Rate 2-5-67 to 2-4-68</th>
<th>Hourly Rate 2-5-67 to 2-4-68</th>
<th>Weekly Rate 2-5-68 to 2-4-69</th>
<th>Daily Rate 2-5-68 to 2-4-69</th>
<th>Hourly Rate 2-5-68 to 2-4-69</th>
<th>Weekly Rate 2-5-69 to 2-4-69</th>
<th>Daily Rate 2-5-69 to 2-4-69</th>
<th>Hourly Rate 2-5-69 to 2-4-69</th>
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<td>11.60</td>
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<td></td>
</tr>
</tbody>
</table>

1. No employee shall receive less than the hourly rate she is being paid at the effective date of this Agreement provided, however, she is not transferred to a different position.

2. In cases where an employee occupies a position which combines two or more classifications of work she shall be paid at the rate of the higher classification.

3. The minimum wage as stated above shall not prevent the employer from paying more to a superior employee.
4. Temporary transfers of employees for the purpose of on the job training to a higher rated job, for a period not to exceed thirty (30) working days, may be made without change of rates. If the employee in training assumes the full responsibility of the higher rated job before the end of the said thirty (30) working days period, the employee will be paid the higher rate at the time she assumes the full responsibility.

IX UNION REPRESENTATIVE

The business agent of the Union, or her authorized representative, may contact employees of the hospital provided that each such visit be approved by the designated representative of the Employer and that no interference with the work of the employee shall result.

X MANAGEMENT RIGHTS

The employer has the exclusive duty and right to determine the quality and quantity of patient care, to manage the business and schedule work. The right to hire, lay off, promote, transfer, discharge for cause, maintain discipline, determine job classifications and specifications, require observance of Employer's rules and regulations and maintain efficiency of the employees is the sole responsibility of the Employer, provided that Union members shall not be discriminated against as such and that the Employer shall not exercise these rights in violation of the provisions of this Agreement. The foregoing enumeration of Employer's rights shall not be deemed to exclude other functions not specifically set forth, the Employer therefore retains all rights not otherwise specifically covered by this Agreement.
Any claim of an employee arising out of the interpretation or the terms or provisions of this Agreement shall first be taken up by the employee with the supervisor or department head for adjustment within five (5) days and,

(a) if not satisfactorily settled, then shall be written within three (3) days, in duplicate, and the original shall be given by the employee to the Administrator of the Hospital or her appointed representative, and

(b) if not then satisfactorily settled, it shall constitute a grievance and shall be submitted for settlement under the grievance procedure herein provided within three (3) days. With respect to any such grievance the aggrieved party shall give written notice of the grievance to the other party setting forth the grievance in detail and requesting submission of the grievance for immediate settlement.

(c) In no case shall there by any consideration given to any grievance unless such notice is submitted by the aggrieved party to the other party within twenty (20) days after the occurrence of the grievance (except that as to grievance over wages, hours, vacation and days off provisions of this Agreement. Such notice shall be timely if given within twenty (20) days after the regular payday for the period in which the violation occurred). Failure to give such notice shall constitute a permanent waiver and bar of such grievance.

(d) If such controversy cannot be settled promptly between the Employer and the Union within five (5) days after such notice of the grievance, the matter shall be referred to a Board of Arbitration.
The Board of Arbitration shall consist of one (1) member selected by the Employer and one (1) member selected by the Union. In the event this arbitration committee cannot agree to an adjustment of such dispute or grievance within five (5) working days after their first meeting, the two so selected shall select a third member who shall serve as impartial chairman. But, if said arbitrators are unable to agree upon the selection of an impartial chairman within three (3) working days then both parties must request the Federal Mediation and Conciliation Service (an organization established for purposes similar to this, but not having jurisdiction with respect to the Agreement) to submit a list of five (5) names of individuals that would serve as a neutral arbitration in the dispute. Each party shall alternately strike two (2) names from the list, and the remaining name to be the individual who shall function as a neutral member and Chairman of the Arbitration Board. The decision of the Board of Arbitration shall be made promptly after the conclusion of the Arbitration hearing. The Arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement. The decision or award by said arbitrators, or a majority of them, shall be final and binding upon the parties. The expenses of the neutral member and chairman of the Board of Arbitration shall be borne by the parties equally.

Excluded from arbitration are wage rates, job classifications and specifications, and management rights as outlines under MANAGEMENT RIGHTS.

XIII TERM OF AGREEMENT

This Agreement shall continue in full force and effect from February 5, 1967 to February 4, 1969 inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60)
days prior to the end of any twelve (12) month effective period either party shall serve written notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement. In this event the parties shall attempt to reach an agreement with respect to the proposed change or changes, and at least forty-five (45) days prior to the expiration date of the Agreement meetings to consider such changes will be held by the parties. In the event the parties do not reach a written agreement by the expiration date of February 4, in the particular year, as provided for herein, then this Agreement shall in all respects be deemed void and terminated.

The parties hereto by written agreement may extend said period for the purpose of reaching a new Agreement.

IN WITNESS WHEREOF, the Union and the Employer have caused this Agreement to be executed in their names by their duly authorized representatives at Butte, Montana, this 20th day of February 1967

WOMEN'S PROTECTIVE UNION LOCAL #457

SAINT JAMES COMMUNITY HOSPITAL

By Blanche Copenhaver, President
Margaret Harrington, Financial Secretary
Val Webster, Business Agent
Lester J. Green
International Representative

By Sister Leo Catherine, Administrator
St. James Community Hospital employees submitted the following proposals for consideration in negotiations.

ARTICLE V - VACATIONS

Amend second paragraph section 2 to read:

Full time employees will receive a vacation allowance of three (3) weeks (one hundred twenty) (120) hours at straight time rate of pay after five (5) years of continuous service.

Add: Section 6

Part time employees who have completed one year or more of continuous service will receive vacation pay in accordance with the vacation article, pro rated on the number of hours worked at straight time rate of pay.

ARTICLE VII - MEALS

Amend Section 2 - by addition to read:

The meal period shall be within the eight (8) hour work day, and shall be considered a paid meal period.

ARTICLE VII - WAGES

An increase of fifteen (15¢) cents per hour for all classifications.

ARTICLE XIII - TERM OF AGREEMENT

Article VII

1. Employees shall receive meals on days on which they work.

2. After employees, except dietary employees, have been working a minimum of four (4) hours they shall have a "regularly scheduled" designated meal period for thirty minutes add: during the eight hour work day. Dietary personnel shall be entitled to a "new scheduled" thirty (30) minute period add: also to be included within the eight hour work day. It is understood that the thirty (30) minutes begin at the time the employee leaves her work station. No more than thirty (30) minutes may elapse until she returns to her work station.

3. Other meals must be eaten before or after the daily work of eight (8) hours.

4. The value of these meals, for dietary and housekeeping personnel, shall be reported as gross earnings in accordance with the amended Internal Revenue Code of 1954 (Section 1119-1 (a)) and pursuant to the interpretation thereof by the Office of the U.S. Treasury Department, Internal Revenue Service, District Director, Helena, Montana 59601.
Art. VI / Holiday continued

1. Each full-time employee not on authorized leave of absence or excused absence shall be paid for five (5) hours and the words "paid for eight (8) hours at straight time rate" of pay on any of the above holidays not worked provided that:
   a. Such employee is on the active payroll of the Employer and
   
b. has worked at least thirty (30) days immediately preceding the holiday involved and

c. works her scheduled work day immediately preceding her scheduled work day immediately following the holiday involved.

2. An employee who is scheduled to work on any holiday and does not work said day shall receive no pay for such holiday.

3. Any employee working on any of such holidays shall be paid at the straight time time rate for the hours worked and be paid an additional eight (8) hours at straight time hourly rate as holiday pay, in accordance with the specified conditions in (1) and (2) above.
Pay Raise - 5.5/70 16.88 - 14.24 -

Motion made and carried. Ask for 25¢ an hour on a 1 year contract.

Margaret Scott left meeting after being excused by the President.

\[
\begin{array}{cccc}
16.88 & 16.88 & 1.78 & 25 \\
\hline
16.50 & 31.60 & 3.56 & 200 \\
\end{array}
\]

22 To Open.

Motion made by Jaye Clark that negotiating committee shall consist of Des Green, Blanche, Val, Olba, Jennie Cerrie, Marge Warrutt.

Jennie Cerrie
Jaye Clark
Marge Warrutt 211/5
Mary Kerin 16.88 8.44 25.32 18.90

211 5
105.5 2/16.88 8.44
25.32
Art IV Section 1 Add after the word of Aye (Sun of each week) and shall end at 12:01 A.M. the following Saturday. Page 3

Article V Vacations - The employee will receive 8 hrs pay for 5 hrs of holiday pay. This also to apply to part time employees under Part time Employees Page 4

Section 2 Art V - Except for case of illness

Art VI (Holidays) Add Mother's Day.
Change the numeral 5 hrs. to 8 hours in Sections 1 and 3. Double time for holiday worked.

Art VII Meals Amend section 2 to read the meal period shall be in the within the 8 hr. work day and shall be considered a paid meal period. Page 5

Art VIII Term of Agreement 1 year Page 10
Stages (1st. 2nd. 3rd.) but are authorized to sign one for a longer period if the wages are adequate.

From the Floor

Extra holiday - Columbus Day - Veteran's
Double time for those who work on holidays. Four weeks' vacation after 10 years. Add.
Pay Raise - 5.5% 16.88 - 14.24 -
motion made &
motion carried
Ask for 25¢ an hour on a 1 year contract
Margaret Scott left meeting after being fired by the President.

\[
\begin{array}{ccc}
16.88 & 16.88 & 1.98 \\
10 & 20 & 80 \\
\hline
23160 & 20000 & 25 \\
178 & 712 & 14.24 \\
\end{array}
\]

22 To Open.

Motion made Jaye Clark that negotiating committee shall consist of Les Green, Blanche, Val, Olive - Jennie Ceric - Marge Wrobbel

Jennie Ceric
Jaye Clark
Marge Wrobbel 211/5
Mary Kasun 16.88 8.44
25.32 18.99

\[
\begin{array}{ccc}
211 & 10552 & 16.88 \\
5 & 211 & 9.44 \\
\hline
25.32 & 18.99 & \\
\end{array}
\]
Article V
Vacations

A. Full-Time Employees

1. Full-time employees will receive a vacation allowance of one week (forty (40) hours) at straight time rate of pay after one year (2080 hours) of continuous service.

2. Full-time employees will receive a vacation allowance of two (2) weeks (eighty (80) hours) at straight time rate of pay with the completion of two (2) through four (4) years of continuous service.

3. Full-time employees will receive a vacation allowance of three (3) weeks (one hundred twenty (120) hours) at straight time rate of pay after five (5) years of continuous service.

4. If a holiday (see Holidays) occurs during an employee's scheduled vacation, the
   employee will receive (5) add the words a number
5. Schedule of vacations are to be prepared by the Employer who shall take into consideration requests of employees.

6. Vacation time off must be taken within six months of the payment of the vacation allowance. Salary payment may not be taken in lieu of vacation time off.

B. Part-time Employees

1. Part-time employees must work a minimum of 832 hours per year (continuous service date) to receive a pro-rated vacation based on actual hours worked.

2. If a part-time employee takes off two (2) payroll (bi-monthly) periods in succession, the employee will forfeit the vacation allowance for the year, except in the case of illness.

Art. VI

Holiday
UNION LIST

DIETARY:
Babcock, Mary
Bukema, Audrey
Clark, Fay
Clements, Mary
Delaney, Elizabeth
Dixon, Debbie
Garvey, Dorothy
Gunter, Lori
Hafner, Aubrea
Helstrom, Arlee
Hoffman, Debra
Hughes, Mary Pat
Kenworthy, Mary
Kerner, Margaret
Kump, Julie
Lazzari, Tom
Lemler, Karen
Loushin, Lynn
Martinez, Jane
McDougall, Sharon
Merzlak, Louise
Miller, Lois
Newton, Beatrice
Sandoval, Mary
Trudgeon, Brenda
Warmuth, Marge

HOUSEKEEPING:
Cerise, Jennie
Crabtree, Cora
Dick, Jennie
Drzewiecki, Krystyna
Gilbert, Charlotte
Kasun, Mary
Monson, Marie
Murray, Lillian
Paige, Marjorie
Patritti, Christina
Phillips, Lynda
Rogers, Aileen
Smith, Gertrude
Swendsied, Elsie
Wilson, Natsue

Irene Bennett
To: The C&ME #457 Negotiating Team

From: The SJCH Negotiating Team

Re: Tentative Agreements & "Package" Proposal

I. Tentative Agreements made at the Dec. 4 Negotiating Session:

A. Ethical and Religious Directives
   - from SJCH Dec. 1 Proposal.

B. Retirement Plan
   - from SJCH Dec. 1 Proposal.

C. National Health Insurance Program
   - from SJCH Dec. 1 Proposal

D. Scope of Agreement
   - from SJCH Dec. 1 Proposal modified as follows:
     change "... waiver or estoppel of Union's right ..." to ... waiver or impede or bar the Union's right ..."

E. Introduction
   - from SJCH Dec. 1 Proposal.

F. Union Notice of Employees
   - Amend to read: The employer agrees to give the Union the names of new hires and layed off or terminated employees once a month.

II. SJCH "Package Proposal"

A. Work Week, Hours of Work and Overtime - add the following:

   Call Out. - Full Time employees called out to work on their regularly scheduled day off shall be guaranteed a minimum of two hours and forty-five (2:45) minutes of work or pay at overtime rates and pay at overtime rates for actual time worked thereafter. Employees must report for work and remain available for work to qualify for Call Out pay.

B. Vacations -

   (1) Change 4 to read:

   4. Full time employees will receive a vacation allowance of four (4) weeks or one hundred sixty (160) hours of straight time rate of pay upon completion of ten (10) years of continuous service.

   (2) Vacation Pay - change wording in Vacation clause to indicate that:

   "Vacation pay will be granted (a) after each year of completed employment and (b) as if the employe had actually worked during the vacation time off. This means that each employe will be paid 26 continuous paydays even though they may be on vacation."
SENIORITY CLAUSE

The Employer and the Union agree that, merit and ability being equal, length of service shall govern in layoffs or cutbacks. A permanent part-time employee shall have preference based on seniority to be placed on full-time work before a new employee. The Employer shall be the sole judge of the competency of the Employees. Employees who have been laid off or cut back due to slackness of work or low census days will be given priority in employment in accordance to length of service, whether full-time or part-time employees. The Employer's decision shall be subject to the grievance procedure in the contract.

Article X - Holiday Pay

Holiday pay shall be separate from the regular payroll payment for classification of the amount received.

Article XIX - Sick Leave

Sick leave shall be earned. All full-time employees who have been continuously employed for three (3) months or more consecutive days shall have earned leave not to exceed one day per month or forty (40) days. The leave shall be accumulated to a maximum of sixty (60) days. When sick leave shall be earned for the first (1) day of any illness.

Article XX - Holidays

May and

3) Regular employees shall not be replaced by temporary employees be paid hours of the holiday proportion.
PROPOSALS SUBMITTED FOR NEGOTIATIONS

Article IV - Work Week, Hours of Work, and overtime
Add to Article: Call out Pay! Full time employees called out to
work on their regularly scheduled day off shall be paid at the rate
of one and one-half (1 1/2) times their regular rate of pay and will
be guaranteed eight hours of work. Such employee, will not be
required to take another day off when requested to work their
regular day off.

Part time employees called out to work shall be guaranteed four
hours work at one and one-half (1 1/2) times their regular rate of pay.

Article VI - Wages
Increase in wages of $1.00 per hour in all classifications.
New: Cost of living clause to be added that will be comparable to
that which has been granted to other employees of St. James Com-
munity Hospital.

Article VIII - Vacations
4. Full time employees will receive four (4) weeks or one hundred
sixty (160) hours of straight time rate of pay upon completion of
ten (10) years of continuous service.
5. If any of the holidays, ie. New Years Day, Washingtons Birthday,
Memorial Day, Independence Day, Labor Day, Thanksgiving Day,
Christmas Day, Employees Birthday- occur during an employees
scheduled vacation the employee will receive eight (8) hours of
holiday pay.

New: Vacation pay checks to be separate from the regular payroll
checks for classification of the amount received.

Article IX - Sick leave
Amend to read: All full time employees who have been continuously
employed for three (3) months may accumulate 1 day sick leave per
month up to a Maximum of sixty (60) days. Sick leave accumulation
in retroactive to date of employment. Payment of sick leave shall
not be made for the first (1) day of any illness.

Article X - Holidays
New add:
(d) Regular employees shall not be replaced by temporary
employees to avoid payment of the holiday compensation.

Article XV - Union Notice of Employees
Amend to read: The employer agrees to give the Union the names of
all employees covered by the Agreement on the first payroll period
each month.
Proposals submitted for negotiations
Page 2

New Article - Other Paid Absences
All requests for paid absences must be made through and approved by the employee's Department Head. Various types of paid absences will be considered for employee's who have completed their three month probation period as follows:

A. Death in the Family
   1. Up to three (3) days paid absence will be authorized for an employee following a death in the immediate family (husband, wife, father, father-in-law, mother, mother-in-law, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, stepmother, step father)

2. Jury Duty
   The employee will promptly notify their immediate Supervisor when called for Jury Duty. The hospital will pay the difference between the employee's regular salary and the money paid for Jury Duty. This will ensure that the employee's wages will be at least what they would have been had the employee had been working. It is the obligation of the employee to produce evidence of Jury Duty assignment and pay. If an employee is excused from Jury and it is practical for the employee to return to work, the employee shall do so.

New: Housekeeping workers No. 1 and No. 2 shall have Sundays and Holidays off on a rotating basis.

New: Classifications in Dietary Department according to seniority.

Respectfully Submitted by,

Margaret K. Harrington
Financial Secretary

Val Webster
Business Agent

Clara Dean Lewis
President

Dated this - October 1975
December 1, 1975

To: The Culinary & Miscellaneous Employes Negotiating Team

From: The SJCH Negotiating Team

Re: SJCH Proposal

Listed below are the additions and modifications which SJCH feels are necessary in the contract which expires Feb. 4, 1976:

I. Additions

A. Ethical and Religious Directives

The Board of Directors of St. James Community Hospital, Inc., reaffirms its dedication to the preservation of human life in all its forms and at all stages of its development. In addition, we reaffirm our belief in the moral teaching of the Roman Catholic Church as particularly expressed in the Ethical and Religious Directives for Catholic Health Facilities as promulgated by the National Conference of Catholic Bishops in November, 1971.

B. Retirement Plan

After 5 years of full time service, all permanent full time employees who have reached their 25th birthday and not over age 55 are eligible to participate in the Hospital's pension plan. This plan provides an additional lifetime income over and above Social Security benefits at retirement age. The provisions of this plan shall not be subject to Arbitration under this Agreement.

C. National Health Insurance Program - Add to Health Services

4. Should a national health and welfare program be adopted, the hospital and the Union shall meet as soon as practicable to negotiate substitute provisions for those set forth herein. The resulting provisions may not entail any duplication.

D. Scope of Agreement

During the term of this agreement and any extensions hereof, no collective bargaining shall be had upon any matter covered by this agreement or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this agreement. This clause shall not be construed to limit, impair or act as a waiver or estoppel of the Union's right to bargain collectively on changes contemplated or effected by Employer which may modify the traditional operation of the basic terms and conditions set forth.
II. Modifications

A. Introduction should read as follows (underline indicates addition):

This Agreement is made and entered into between Saint James Community Hospital, Inc., a Montana Corporation located in Butte, Montana, and operated by the Sisters of Charity of Leavenworth Health Services Corporation, hereinafter referred to as the "Employer" and the Culinary and Miscellaneous Employees Local #457, affiliated with the Hotel and Restaurant Employees and Bartender's International Union AFL-CIO, Montana State AFL-CIO, and Silver Bow Trades and Labor Council, hereinafter referred to as the "Union".

B. Change the titles from Maid to Housekeeping Worker I and from Surgery Maid to Housekeeping Worker II.


D. Meals - Delete paid meals and paid meal time as a condition of the contract.

E. Add to Management Rights - The hospital reserves the right to subcontract any and all bargaining unit work without the consent of and without the necessity of confering with the union.