

**2025 – 2027**

**COLLECTIVE BARGAINING AGREEMENT**

**between the**

**STATE OF MONTANA  
PUBLIC HEALTH & HUMAN SERVICES  
MONTANA STATE HOSPITAL**

**and the**

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL #2**

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**PUBLIC HEALTH & HUMAN SERVICES**  
**MONTANA STATE HOSPITAL**  
**and the**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL #2**

**PREAMBLE**

**THIS AGREEMENT** is made and entered into by and between the State of Montana, Department of Public Health and Human Services, Montana State Hospital, hereinafter referred to as the EMPLOYER, and the International Brotherhood of Teamsters (IBT) Local Union #2, hereinafter referred to as the UNION.

**ARTICLE 1.**  
**RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive bargaining agent of all food service employees as defined and certified by the Board of Personnel Appeals.

**ARTICLE 2.**  
**MANAGEMENT RIGHTS**

**Section 1.** In compliance with § 39-31-303, MCA, the Union shall recognize the prerogatives of the agency to operate and manage its affairs in such areas as but not limited to:

1. directing employees;
2. hiring, promoting, transferring, assigning, and retaining employees;
3. relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or non-productive;
4. maintaining the efficiency of government operations;
5. determining the methods, means, job classification, and personnel by which the agency operations are to be conducted;
6. taking whatever actions may be necessary to carry out the mission of the agency in situations of emergency;
7. establishing the method and process by which work is performed.

### **ARTICLE 3. UNION SECURITY**

**Section 1.** Upon receipt of a written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Union by such employee for dues. The Employer will remit to the Union such sums within 30 calendar days. Changes in Union membership dues rates will be certified to the Employer in writing over the signature of the authorized officer or officers of the Union and shall be done at least 30 calendar days in advance of such change.

**Section 2.** The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or result from action taken by the Employer for the purpose of complying with this Article.

**Section 3.** The authorized representative of the Union having jurisdiction over the work covered by this Agreement shall be allowed admission to any job at any time during the regular workday as defined in Article 5, Section 2, for the purpose of investigating conditions, provided they make prior arrangements with the Employer's agent and do not unduly interfere with workers during working hours.

**Section 4.** The Union shall have the right to appoint a shop steward in designated departments and shall notify the Employer of such appointment and any changes thereof. The shop steward shall be recognized by the Employer as having authority to report any irregularities concerning the interpretation or application of the provision of this Agreement in the establishment to the appropriate union office and to assist officers of the appropriate union in the adjustment of grievances when called upon by said officers to do so. The shop steward shall not be discriminated against for discharging duties assigned to them by the Union, it being understood that the discharge of such duties shall not interfere with the normal performance of their work for the Employer.

### **ARTICLE 4. NON-DISCRIMINATION**

**Section 1.** No member of the bargaining unit shall be discharged except for just cause or discriminated against for engaging in lawful Union activities.

### **ARTICLE 5. HOURS OF WORK – SHIFTS - OVERTIME**

**Section 1.** Employees covered by this Agreement shall be paid under the Broad Band Pay Plan contained in Addendum A of this Agreement which is attached and by this reference made a part hereof as though full set forth herein.

**Section 2.** Regular Workday. Full-time bargaining unit employees shall have a regular workweek of five eight-hour shifts. Alternative workday or workweek schedules may be instituted by mutual agreement between the employee and Employer in writing.

Employees covered by this Agreement shall normally be allowed two, 15-minute breaks during each shift. One break shall be taken during the first half of a shift and one break during the last half of a shift. Breaks shall be taken at a time and place mutually agreed upon. Employees shall also be granted a 30-minute meal period with pay.

**Section 3.** Whenever an employee receives a pay or longevity increment increase, such increase shall be granted from the first day of the pay period during which such increase becomes effective.

**Section 4.** Upon termination of employment, employees shall be paid, accrued but unused annual leave, and accumulated holidays, and a portion of sick leave accrual as provided by law.

**Section 5.** Overtime as provided for in this Agreement shall not be pyramided under any circumstances.

**Section 6.** Overtime. Employees who work in excess of 40 hours in a workweek shall be paid for the excess time at the rate of one and one-half times their regular rate of pay. Employees may be required to work reasonable overtime in event of emergencies. However, employees may refuse to work back-to-back shifts, and the Employer will make every effort to accommodate employees with special circumstances. Paid leave times (annual, sick, banked holiday, floating holiday, or compensatory) do not count as time worked. An employee must reduce paid leave time on their timesheet before overtime or compensatory time may be recorded

## **ARTICLE 6. WORKING RULES**

**Section 1.** Wages will be paid according to State payroll policy. Employees who voluntarily or involuntarily terminate will be compensated according to state law.

**Section 2.** Employees will comply with the Employer's communicable disease policies.

**Section 3.** Safety equipment will be provided by the Employer as required.

**Section 4.** Probationary Period.

**Subsection 1.** The Employer shall have 12 months after employing an individual to determine the individual's competency in any position covered by this Agreement.

**Subsection 2.** At any time during the probationary period an employee may be disciplined or separated from the service without recourse to the grievance procedure.

**Section 5.** Hospital management will attempt to schedule all required in-service training classes on the Employer's time. Employees can, at management's discretion, be required to attend in-service training classes during time periods outside of their

scheduled shifts. No employee will be required to attend in-service training classes on their scheduled days off unless given at least seven calendar days advance notice. No employee will be required to attend in-service training while on paid leave of absence (sick leave, holiday, or vacation leave).

## **ARTICLE 7. HOLIDAYS & ALL OTHER LEAVES**

**Section 1.** Holidays. Recognized paid holidays shall be the following, in compliance with § 1-1-216, MCA:

New Year's Day .....	January 1
Martin Luther King Jr.'s Birthday .....	3rd Monday in January
Presidents' Day .....	3rd Monday in February
Memorial Day.....	Last Monday in May
Independence Day.....	July 4
Labor Day .....	1st Monday in September
Indigenous Peoples' Day and Columbus Day.....	2nd Monday in October
Veterans' Day .....	November 11
Thanksgiving Day .....	4th Thursday in November
Christmas Day .....	December 25
Floating Holiday .....	Each calendar year

Each full-time employee is entitled to one floating holiday each calendar year. Each part-time employee is entitled to one floating holiday each calendar year that must be calculated proportionately to the floating holiday allowed to a full-time employee. An unused floating holiday leave expires at the end of each calendar year, does not accrue, and is not paid out to employees on termination of employment. Short-term workers or student interns may not receive a floating holiday.

If any days are added to or deleted from the above list by the Legislature, such changes shall become effective immediately.

**Section 2.** Observance of holidays will be in accordance with the following rules:

1. Holidays that fall on a Sunday shall be observed on the following Monday, and Sunday shall not be observed or paid for as a holiday. Holidays that fall on a Saturday shall be observed on the preceding Friday.
2. Employees whose normal work schedule includes a day observed as a holiday shall observe the holiday and receive holiday pay on the actual day of the holiday.
3. Holidays that fall on an employee's scheduled day off shall be entitled to receive a day off with pay either on the day preceding the holiday or on another day following the holiday, as scheduled by the employee and their supervisor. Such

day off is in addition to the employee’s regular days off and scheduling of such day off is subject to the requirements of the Employer.

- 4. An employee is entitled to holiday pay or the day in lieu of the holiday, provided the employee was in a pay status on the last regularly scheduled workday immediately prior to the holiday or on the first regularly scheduled workday immediately following the holiday. Part-time employees shall be entitled to holidays and pay on a prorated basis.

**Section 3.** Hours worked on recognized holidays shall be paid for at the rate of one and one-half times the regular hourly straight time rate of pay in addition to the holiday pay provided in Section 2.3 above.

**Section 4.** Vacation/Annual leave shall comply with state law. Preference shall be given as to time, at which vacations may be taken, on the basis of seniority. Permanent full-time employees shall earn leave credits each year of employment according to the following schedule:

<u>Years of Employment</u>	<u>Working Days Earned</u>
1 day through 9 years .....	15
10 years through 14 years .....	18
15 years through 19 years .....	21
20 years or more .....	24

**Subsection 1.** Rules for annual leave include:

- 1. A year of employment is defined as 2,080 hours in a pay status following the date of employment.
- 2. Employees will earn vacation leave on a prorated basis, depending on payable hours.
- 3. Annual leave may not be used during the first six months of employment.
- 4. Employees may accumulate annual leave balances up to two times the eligible accrual rate per year in accordance with § 2-18-217, MCA.
- 5. An employee who terminates employment is entitled to cash compensation for unused vacation leave as set forth in § 2-18-617, MCA.

**Section 5.** Sick Leave. "Sick Leave" is granted to employees to provide a paid leave of absence in accordance with § 2-18-618, MCA.

**Subsection 1.** Notification of absence because of illness shall be given as soon as possible or prior to the shift or, in cases of emergency as soon as is feasible, to either the immediate supervisor or to the individual designated to receive such calls.

**Subsection 2.** Each permanent full-time employee shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one year. Sick leave credits shall be credited at the end of each pay period. Sick leave credits shall be earned at the rate of 12 working days for each year of service without restriction as to the number of working days that may be accumulated. Employees are not entitled to be paid sick leave until they have been continuously employed 90 days.

**Subsection 3.** An employee may not earn sick leave credits while in a leave-without-pay status.

**Subsection 4.** Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.

**Subsection 5.** Full-time temporary and seasonal employees are entitled to sick leave benefits provided they have worked the qualifying period.

**Subsection 6.** An employee who receives a lump-sum payment pursuant to this Section and who is again employed by any agency shall not be credited with any sick leave for which the employee has previously been compensated.

**Subsection 7.** An employee may participate in the sick leave fund for state employees in accordance with § 2-18-618, MCA, and rules adopted by the Department of Administration.

**Subsection 8.** Sick leave taken over a holiday may not be charged to an employee's sick leave for that day.

**Subsection 9.** If an employee on annual leave becomes ill, the employee will be afforded the right to change their annual leave status to sick leave status and to utilize available sick leave credits upon furnishing Management acceptable medical certification, if required.

**Subsection 10.** The parties recognize that the Employer has certain obligations under the Family Medical Leave Act and a responsibility to administer the sick leave provisions of state law and this Agreement. In doing so, medical certification may be required; however, it will not be required in a capricious or arbitrary manner.

**Section 6.** Maternity Leave. Eligible employees will be granted maternity leave as provided in §§ 49-2-310 and 49-2-311, MCA.

**Section 7.** Parental Leave. Parental leave shall be available to birth fathers immediately following a child's birth or to permanent employees who are adopting a child (§ 2-18-606, MCA).

**Section 8.** Jury and Witness Leave. Employees summoned to serve as jurors or witnesses shall be granted leave per § 2-18- 619, MCA.



**Section 9.** Military Leave. Military leave shall be granted in accordance with § 10-1-1009, MCA.

**Section 10.** Leave Without Pay. A leave without pay must be requested by the employee in advance, and Management shall then determine if the employee may be excused for the time requested. The approval or disapproval may be based on the needs of the hospital, and the reason for the request.

**Subsection 1.** A permanent employee injured on the job and eligible for Workers Compensation benefits shall retain all rights to their previously held position for six months.

## **ARTICLE 8. SENIORITY**

**Section 1.** Seniority in service shall begin with the date the employee is covered under this Agreement. Employees currently employed in the dietary department will be grandfathered and will maintain their current seniority status.

**Subsection 1.** Seniority shall be forfeited by discharge for cause, by voluntary termination or by promotion, demotion or transfer out of the bargaining unit.

**Subsection 2.** Seniority shall continue to accrue when an employee is injured on the job, or for other no-employee fault illness or injury, but only for a period of absence up to and not to exceed one year.

**Subsection 3.** Previously credited seniority shall not be lost when an employee is re-called from layoff status or returns from a leave without pay resulting from absences as described in Subsection 1 or 2 above.

**Section 2.** If a layoff occurs due to a reduction in force, employees of the bargaining unit shall retain service credits with the Employer for purposes of longevity and paid leave accrued in accordance with prevailing policy, for a period of one calendar year after the date of layoff.

**Subsection 1.** Laid-off employees are entitled to the benefits of the State employees Protection Act in accordance with § 2-18-1203, MCA.

**Section 3.** Layoffs caused by a reduction in work force will be in order of seniority; that is, the employee last hired will be the first released. Employees scheduled to be released shall be given at least 14-calendar days' notice. All recalls based on institution need, will likewise be in order of seniority; that is the last employee released as a result of a reduction in force shall be the first rehired when the Employer needs additional employees in that classification. The Employer will notify the employee to return to work and furnish the Union a copy of such notification. If the employee fails to notify the Employer within seven calendar days of their intention to return to work or fails to report

for work within fourteen calendars days, such employee shall be considered as having forfeited their right to re-employment. The Employer will notify the employee to return to work by certified mail.

**Section 4.** Agency managers shall offer reinstatement to the laid-off employee if the same position or a position in the same occupation in the employing agency becomes available within one year of the employee's layoff date. Agency managers shall offer reinstatement on a "last-out, first-in" basis within an occupation.

**Section 5.** Seniority for the purpose of layoff shall be computed from the date the employee began regular uninterrupted service with the Employer. However, seniority within each classification shall be determined along with qualifications and ability for promotional opportunity.

**Section 6.** Employees whose anniversary seniority dates are the same shall have their respective seniority rank determined by lot under the joint supervision of the Employer and the Union.

**Section 7.** Seniority shall be considered unbroken for all layoffs and approved leaves of absence not exceeding one year.

## **ARTICLE 9. INSURANCE**

**Section 1.** The monthly Employer contribution for group benefits will increase to \$1080 for the 2026 plan year and \$1107 for the 2027 plan year.

The monthly State of Montana employee contributions will increase for 2026 and 2027 plan years. The tables below break out the monthly increase both before and after the wellness incentive which increased to \$60 per month for the 2026 and 2027 plan years.

The cost of employee-only coverage will be covered by the Employer contribution, after the wellness incentive is applied.

<b>Employee Monthly Contributions Before Wellness Incentive</b>		
<b>Contribution Type</b>	<b>2026 Plan Year Contribution</b>	<b>2027 Plan Year Contribution</b>
Employee Only	\$60	\$60
Employee and Spouse	\$318	\$326
Employee and Children	\$134	\$138
Employee and Family	\$397	\$407

<b>Employee Monthly Contributions After Wellness Incentive</b>		
<b>Contribution Type</b>	<b>2026 Plan Year Contributions</b>	<b>2027 Plan Year Contributions</b>
Employee Only	\$0	\$0
Employee and Spouse	\$198	\$206
Employee and Children	\$74	\$78
Employee and Family	\$277	\$287

The monthly Tobacco Surcharge will increase to \$60 for the 2026 and 2027 plan year.

The State has the discretion to manage all aspects of the State Health Plan, to include, but not be limited to, deductibles, coinsurance levels, and maximum out-of-pocket levels. Member contributions will only increase beyond the rates established above if the Risk-Based Capital (RBC) level is at or below 300%.

## **ARTICLE 10. PUBLIC EMPLOYEES RETIREMENT SYSTEM**

**Section 1.** All employees shall be covered by the Public Employees Retirement System in accordance with §§ 19-3-101 through 19-3-2143, MCA.

## **ARTICLE 11. GRIEVANCE AND ARBITRATION**

**Section 1.** Having a desire to create and maintain harmonious labor relations between them, the parties agree that they will promptly attempt to adjust all complaints, disputes, controversies, or other grievances arising between them involving questions of interpretation or application of the written provisions of this Agreement. All potential grievances must be discussed with the immediate supervisor prior to the filing of a formal grievance and no formal grievance may be filed until the immediate supervisor has been given an opportunity to attempt resolution.

**Section 2.** Grievance Procedure.

### **Step 1**

A grievance involving the interpretation or application of the written provision(s) of this Agreement shall be submitted by the employee or union representative to the employee's immediate supervisor or management designee within 14 calendar days from the occurrence of the grievable event. The immediate supervisor or management designee shall have 14 calendar days from receipt of the grievance to respond in writing.

### **Step 2**

If the grievance is not resolved at Step 1, a formal grievance may be submitted by the Union in writing within 14 calendar days from the immediate supervisor's or management designee's response to Step 1. The grievance should be submitted to the appropriate management official. The management official at the second step shall have 14 calendar days from receipt of the grievance to respond in writing.

### **Step 3**

If the grievance is not resolved at Step 2, the Union may submit a Step 3 formal grievance to the agency head or designee within 21 calendar days of the Step 2 response. The agency head or designee shall have 21 calendar days from receipt of the grievance to respond in writing.

### **Step 4**

Should the Union consider the decision of the agency head unsatisfactory, the Union shall, within 21 calendar days of such decision, notify the agency head and the State Office of Labor Relations of its intention to take the grievance to arbitration.

### **Step 5**

After notification of arbitration, the State Office of Labor Relations (OLR) will work with the Union and management to determine if there is a mutually acceptable resolution that can be found or if the matter should go to mediation. If OLR determines the parties cannot resolve informally or through mediation, the decision should proceed to final and binding arbitration. If there is a cost associated, the parties will share it equally. The timeline for the grievance processing will be put on hold until the mediation is final or the decision is made to move to arbitration.

## **Section 3.** Rules of Grievance Processing.

**Subsection 1.** Waiving time limits. Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.

**Subsection 2.** Timeliness. A grievance not filed or advanced by the grievant within the time limits provided shall be deemed permanently withdrawn. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the employee to the next step.

**Subsection 3.** Elements of the grievance. All presentations of grievances shall be submitted to the Employer in writing at each step and must include:

1. Name of employee(s)/Union grieving.
2. Date of the violation.
3. The step of the grievance.
4. A complete statement of the grievance and facts upon which it is based.

5. The specific Article(s) and Section(s) of the Agreement violated.
6. The specific remedy or correction requested.
7. The signature of each grievant or representative.

**Subsection 4.** Alternative procedures.

1. As recognized in § 49-2-512, Title 49 of Montana Code Annotated establishes the exclusive remedy for acts constituting an alleged violation of the Montana Human Rights Act. In the event of a grievance based upon an alleged violation of this Act, the statutory procedures of filing a claim with the Human Rights Bureau shall be the exclusive remedy.
2. As recognized in § 2-18-1011, Title 2 of Montana Code Annotated establishes the exclusive remedy for an alleged violation of classification or compensation. In the event of a grievance based upon an alleged violation of this provision, the statutory procedures of filing a claim with the Board of Personnel Appeals shall be the exclusive remedy.

**Section 4.** Rules of Arbitration.

**Subsection 1.** Selection of Arbitrator. The parties shall request a list of seven arbitrators from the Board of Personnel Appeals and shall alternatively strike names from the list. The last remaining name shall serve as the arbitrator.

**Subsection 2.** Arbitrator's limitations. No grievance which fails to meet the requirements of Section 3, Subsection 3 of this Article shall be determined to be arbitrable. The arbitrator may not add to, subtract from, or modify the terms of this Agreement.

**Subsection 3.** The parties agree either party may file pre-arbitration dispositive motions or request a bench decision from the arbitrator.

**Subsection 4.** Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay the entire cost. If each party requests a transcript, they shall equally share the cost.

**Subsection 5.** The arbitration location shall be in Helena, Montana unless otherwise mutually agreed by the parties.

**ARTICLE 12.**  
**JOB POSTING AND BIDDING – SELECTION**

**Section 1.** When permanent positions are created, permanently modified or vacated they are to be filled and they shall be posted immediately for bid, unless subject to conditions outlined in Section 3, and advertised for seven calendar days. The senior

qualified applicant for all bid positions shall be appointed. The bid shall contain a minimum of the following:

1. The days off associated with the position.
2. The specific working hours associated with the position.
3. The work location/unit associated with the position.
4. The pay grade associated with the position.
5. The minimum qualifications associated with the position.
6. A bid applicant must accept or reject a bid award in writing within 48-hours excluding weekends and holidays.

**Section 2.** The Employer may designate that a portion of all positions to be classified as "flex" positions. Employees in designated flex positions may have their days off, shift assignment or work location altered in accordance with the bona fide staffing needs of the hospital.

**Section 3.** All appointments to bid positions shall be subject to a 60-day trial period during which period the Employer may transfer the employee to the applicable flex pool if the Employer determines the Employee is not meeting the minimum expectations of the newly appointed position. If the trial period is not completed, or if the employee vacates the position for any other reason within the 60-day probationary period, the second ranked applicant to the advertised position shall be appointed on the same basis without re-posting. A maximum of three applicants shall be considered during the original bid period.

## **ARTICLE 13. NO STRIKE – NO LOCKOUT**

**Section 1.** The Employer and Union agree there will be no strike, work stoppage, slow-down, or lockout during the term of this Agreement.

**Section 2.** Nothing in the above Section will be construed to mean that an individual employee or group of employees shall be compelled to cross a legally established picket line authorized in accordance with the constitutions and bylaws of a recognized bargaining unit at Montana State Hospital at Warm Springs.

## **ARTICLE 14. SAVINGS CLAUSE**

**Section 1.** If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**Section 2.** The Employer and the Union expressly waive and relinquish the right, and each agrees that the other shall not be obligated during the term of this Agreement, to bargain collectively with respect to any subject or matter whether referred to or covered in this Agreement or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the Employer or the Union at the time they negotiated or executed this Agreement and even if such subject or matter was proposed and later withdrawn.

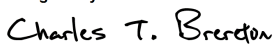
## ARTICLE 15. TERM OF AGREEMENT


**THIS AGREEMENT** shall be effective the first day of July 2025 and shall remain in full force and effect through the 30th day of June 2027 and shall remain in effect for each biennium thereafter except that either party shall notify the other in writing at least 90 days prior to the expiration date of a desire to renegotiate this Agreement. If the Union gives such notice, it shall notify the Chief of the State Office of Labor Relations and the Department of Corrections, in writing. If such notice to renegotiate is given, negotiations shall begin no later than thirty days prior to the expiration date.

The Union shall have the right to take concerted action after December 31, 2026, on wages and fringe benefits concerning the 2027-2029 fiscal biennium. Upon request by either party to this Agreement, the Employer and the Union agree to enter into pre-budget negotiations in sufficient time to permit adequate negotiations on economic issues.

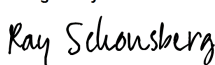
**THIS AGREEMENT** is signed and dated this 8/21/2025.

### THE STATE OF MONTANA:

Signed by:  
  
61408679875F473...  
Charles T. Brereton, Director  
Public Health & Human Services

Signed by:  
  
382B3999E2B64DB...  
Karol Anne Davis, Chief Negotiator  
State Office of Labor Relations

### THE UNION:

Signed by:  
  
10F1A79B41C749F...  
Ray Schonsberg, IBT #2

## ADDENDUM A. BROAD BAND PAY PROVISIONS

### Hourly Base Wage Rates Contract Term 2025-2027

JOB CODE	WORKING TITLE	July 1, 2025	July 1, 2025
M21021	Food Preparer 1	19.55	20.55
M21021	Diet Cook 1	20.55	21.55
M21023	Cook 3 Lead	21.45	22.45
P42012	Storekeeper	20.30	21.30

### PAY ADJUSTMENTS

**Section 1.** Effective on the first day of the first complete pay period that includes July 1, 2025, the base salary of each employee must be increased by \$1.00 an hour or by 2.5%, whichever is greater. Effective on the first day of the first complete pay period that includes July 1, 2026, the base salary of each employee must be increased by \$1.00 an hour or by 2.5%, whichever is greater.

**Section 2.** Dietary workers assigned as Lead Worker will receive a pay differential of up to 10% of their base rate.

**Section 3.** Anyone assigned as a Lead Cook will receive a differential equivalent to the base pay of Lead Cooks.

**Section 4.** Anyone assigned as a Dietary Cook will receive a differential equivalent to the base pay of Dietary Cooks.

**Section 5.** Each employee covered by this Agreement shall be eligible for reimbursement for the purchase of approved nonslip footwear required for performing their job duties, up to a maximum of \$300 per contract term. Reimbursement shall be made only upon submission of valid and itemized receipt.