

COLLECTIVE BARGAINING AGREEMENT

Between

**UNITED FOOD & COMMERCIAL WORKERS
DISTRICT LOCAL UNION 431
HEALTH CARE EMPLOYEES DIVISION
Waterloo, Iowa**

AND

**BARTELS LUTHERAN RETIREMENT COMMUNITY
Waverly, Iowa**

Effective: November 1, 2018 – November 1, 2021

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AGREEMENT

This Agreement is made and entered into this 1st day of November, 2018, by and between Bartels Lutheran Retirement Community of Waverly, Iowa, ("Employer") and District Local 431 of the Health Care Employees Division, United Food & Commercial Workers International Union ("Union").

It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relations between the employees and the Employer, and to set forth a basic agreement covering rates of pay, hours of work and other conditions of employment to be observed by the parties, and to ensure the peaceful settlement of disputes and to prevent stoppages of work.

It is understood that all references in this Agreement relating to gender apply equally to, and refer to, both male and female employees.

ARTICLE 1 RECOGNITION AND COVERAGE

1.01

The Employer recognizes District Local 431 of the Health Care Employees Division, U.F.C.W., as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment and other conditions of employment for employees, including regular full-time and part-time licensed practical nurses employed by the Employer at its Waverly, Iowa facility; excluding all other employees, office clerical employees, guards and supervisors.

1.02

The Employer agrees that during the life of this contract it will not sign a contract with other unions, nor enter into any written agreement with employees, that is inconsistent with the terms of this Agreement.

1.03

Neither the Employer nor the Union shall discriminate against any employee because of race, color, sex, sexual orientation, gender identity, age, religion, creed, national origin, disability, hearing or vision impairment or membership in the Union.

ARTICLE 2 REPRESENTATION

2.01

The Employer shall recognize up to four (4) Stewards representing the Union in the Facility who are certified by the Union. The names of such employees shall be provided in writing by the Union to the administration of the Employer.

2.02

The Steward may leave her work station for the handling of grievances and other matters pertaining to legitimate business related to this Agreement, so long as such absence does not interfere with or impede resident care, does not require leaving the premises, and is with permission from the Department Supervisor or the Administrator, which permission will not be unreasonably denied. No more than one (1) Steward will be paid by the Employer for time spent in attendance at meetings pursuant to Step III of the grievance procedure, as outlined in Article 10 of this Agreement.