

**KINDRED HOSPITAL BREA/NATIONAL UNION OF HEALTHCARE WORKERS**

**MEMORANDUM OF AGREEMENT RE: COVID-UNIT DIFFERENTIAL PAY**

Kindred Hospital Brea ("Hospital") and the National Union of Healthcare Workers Union ("NUHW") are parties to a collective bargaining agreement that expires on June 30, 2021.

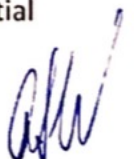
The parties acknowledge that the Coronavirus ("Covid 19") has created a healthcare crisis creating special circumstances affecting the operation of the Hospital. Accordingly, the parties hereby agree to the following temporary modifications designed to reward and incentive staff who are caring directly for positive Covid 19 patients. The parties' agreements are as follows:

1. The Hospital shall pay an additional hourly pay to Hospital full, part-time, **and per diem** employees who work on the designated Covid-19 unit, or who work in the ICU with positive Covid-19 patients. The per-hour amounts are set forth below and the details regarding these payments are also set forth below.

RN/RNs, LVNs, CNAs and RTs: \$8 per hour All other eligible: \$6 per hour

**Payment Practices:**

1. For RNs/RNAs/LVNs/CNAs/RTs and EVS WHO ARE ASSIGNED TO COVID UNIT: They shall receive the hourly differential for their entire scheduled shift FOR HOURS ACTUALLY WORKED WHETHER ON COVID OR NON-COVID UNIT.
2. Employees such as Rad Techs and Phlebotomists who enter and exit the Covid-19 unit shall be paid the hourly differential based on the number of hours worked with the positive Covid 19 patients times the \$6 differential in the Covid-19 unit, as verified for payroll purposes by their supervisor. However, such employees shall receive a minimum of 3 hours pay for per shift.
2. All employees must work at least 24 hours per week to receive a differential. Any employee who is routinely scheduled for less than 12 hours a day must work at least 2 full shifts per week to be eligible for the Covid-19 differential. For example, an employee scheduled for only 8 hours per day must work at least 16 hours per week and meet the other requirements to receive the Covid-19 differential.
3. Given that a central purpose of this differential is to promote employee attendance at work to care for seriously ill patients, any employee eligible for the Covid-19 differential



who is absent from a scheduled shift shall forfeit this Covid-19 differential for the week in which they were absent. The employee will not forfeit the second week of eligibility during the 2-week payroll period if they are not absent during the second week of the payroll period. Payroll weeks run Wednesday through Tuesday. Any employee who tests for COVID-19 due to demonstrated symptoms shall not forfeit any Covid-19 differential already earned during the pay period in which she is awaiting test results whether the test result is positive or negative.

4. This Covid-19 differential in this MOU supersedes any other Covid-related payments currently in place.
5. This MOU shall take effect beginning Wednesday, May 20 and shall continue Through Tuesday, June 23, 2020, unless the Hospital notifies NUHW that it wishes to continue for additional weeks. This MOU shall automatically cease to be effective if the Hospital is no longer providing care for positive Covid-19 patients.

This Agreement may be signed in counterparts.

**AGREED TO THIS 21<sup>ST</sup> DAY OF MAY, 2020:**

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**FOR THE UNION**

  
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**FOR THE HOSPITAL**