

**KINDRED HOSPITAL WESTMINSTER AND NATIONAL UNION OF HEALTHCARE WORKERS**

**MEMORANDUM OF AGREEMENT RE: COVID 19 DIFFERENTIAL PAY**


Kindred Hospitals- Westminster ("Hospital") and the National Union of Healthcare Workers Union ("NUHW") are parties to collective bargaining agreements.

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

1. The Hospitals shall pay an additional hourly differential to eligible full, part-time, and per diem employees who provide direct care or direct work for designated COVID 19 patients in isolation within certain time periods post testing positive for COVID 19 as outlined in then current policies and in compliance with CDC and Kindred Corporate guidelines. At the time of this agreement, eligible Patients include:
  - a. Those who test positive for the first time less than 14 days prior to admission. The differential shall not be paid past the 14<sup>th</sup> day from the first positive test provided the patient shows no symptoms specifically attributed to COVID- 19.
  - b. The differential shall also be paid for care of those patients considered PUI for the period of time where test results are pending and the patient is in COVID-19 related isolation. Should the patient test negative, the differential shall not be paid beyond the receipt of the test results. Should the patient test positive, the differential shall be paid up to 14 days in accordance with (a) above.
  - c. Should a patient remain in isolation for COVID-19 related reasons, the Hospital shall provide the differential past the 14 day period but in no circumstances will the differential be paid in excess of 20 days.
2. The per-hour amounts are set forth below and the details regarding these payments are also set forth below.
  - LVNs, CNAs and RTs: \$8 per hour
  - All other eligible: \$6 per hour


**Payment Practices:**

1. For LVNs/CNAs/RTs/EVS who are assigned to COVID 19 patients eligible as outlined above: They shall receive the hourly differential for their entire scheduled shift FOR

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HOURS ACTUALLY WORKED WHETHER ON COVID 19 ISOLATION PATIENTS OR NON-COVID 19 eligible patients.

2. All other employees (such as Rad Techs and Phlebotomists ) who provide service or treatment to the COVID 19 ISOLATION patients as defined above shall be paid the hourly differential based on the number of hours worked with the positive COVID 19 ISOLATION patients times the \$6 differential, as verified for payroll purposes by their supervisor. However, when such employees provide care or service they shall receive the differential for actual hours worked on the COVID 19 ISOLATION patient or a minimum of 3 hours pay per shift, whichever is greater.
3. All full and part-time employees must work at least 24 hours per week to receive a differential, except 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. Per Diem staff must work all their scheduled shifts in the pay period in order to be eligible for the COVID differential. (This could be less than 24 hours per week.)
4. 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 payroll 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. Any employee who tests positive for COVID 19 and has 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.
5. Upon request, the Hospital agrees to conduct a weekly conference call for a maximum of 30 minutes with NUHW and appropriate members of Hospital Management and Labor Relations to discuss COVID-19 related matters. Additional time and or meetings may be provided if mutually agreed.
6. The Hospital agrees to provide a COVID -19 test to staff on a voluntary basis if they have not already been tested as of the date of this agreement. The Hospital agrees to provide additional tests on a monthly basis (on a voluntary basis) for staff that have tested negative for COVID-19. CDC guidelines conclude that additional tests are not necessary for those who have tested positive for COVID-19. Should staff have symptoms of COVID-

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19 at any time, they should immediately self-report to the Hospital and their personal physician.

7. The Hospital will provide N-95 masks to staff that provide direct patient care in accordance with CDC Guidelines and treatment protocols. Staff that provide direct patient care shall receive at least 1 mask daily and this will be replaced if required for care. Staff that do not provide direct patient care shall, upon request, be provided with 1 N-95 mask on a weekly basis.
8. This COVID 19 differential in this MOU supersedes any other COVID 19-related payments currently in place.
9. The Employer has represented that these same terms are offered to other Non-NUHW Unions at Kindred Westminster. However, if any Non-NUHW Unions receives better terms and conditions related to the COVID-19 differential herein, NUHW represented employees will receive the more favorable terms and conditions.
10. This MOU shall take effect beginning July 26, 2020 and shall continue through October 3, 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 COVID 19 patients that require isolation in accordance with CDC guidelines.

This Agreement may be signed in counterparts.

AGREED TO THIS 31<sup>st</sup> DAY OF AUGUST, 2020:



FOR THE UNION



FOR THE HOSPITAL