

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

RENAL CARE GROUP, INC.

AND

WASHINGTON STATE NURSES ASSOCIATION

EFFECTIVE

October 22, 2025 – October 21, 2028

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - MANAGEMENT RIGHTS.....	1
ARTICLE 3 - MEMBERSHIP AND DUES DEDUCTION.....	2
ARTICLE 4 - UNION VISITATION AND BULLETIN BOARDS	3
ARTICLE 5 - UNIT REPRESENTATIVES.....	3
ARTICLE 6 - NEW HIRE ORIENTATION	3
ARTICLE 7 - NON-DISCRIMINATION.....	4
ARTICLE 8 - NOTICE OF RESIGNATION	4
ARTICLE 9 - EMPLOYEE STATUS	4
ARTICLE 10 - PERSONNEL FILES	5
ARTICLE 11 - POSTING OF SCHEDULES	5
ARTICLE 12 - PROBATIONARY PERIOD	5
ARTICLE 13 - HOURS OF WORK AND OVERTIME.....	5
ARTICLE 14 - WAGES AND OTHER COMPENSATION	6
ARTICLE 15 - INSURANCE PROGRAM	8
ARTICLE 16 - PTO, HOLIDAYS AND SICK LEAVE	9
ARTICLE 17 - LEAVES OF ABSENCE	9
ARTICLE 18 - FLOATING BETWEEN IN-CENTER CLINICS	9
ARTICLE 19 - NURSING EDUCATION.....	10
ARTICLE 20 - NURSE PRACTICE COMMITTEE.....	10
ARTICLE 21 - DISCIPLINE AND DISCHARGE.....	11
ARTICLE 22 - LOW CENSUS	11
ARTICLE 23 - SENIORITY AND LAYOFF.....	12
ARTICLE 24 - JOB OPENINGS	13
ARTICLE 25 - GRIEVANCE AND ARBITRATION PROCEDURES	13
ARTICLE 26 - STRIKES AND LOCKOUTS.....	14
ARTICLE 27 - GENERAL PROVISIONS.....	15
ARTICLE 28 - DURATION	16
APPENDIX “A”	17
APPENDIX “B”	18
Meal and Rest Break Policies and Forms.....	18
EXHIBIT 1	24
Leaves of Absence Policies	24

PREAMBLE

This Agreement (the “Agreement”) is made by and between Renal Care Group, Inc. (the “Employer”) and the Washington State Nurses Association (the “Union”).

ARTICLE 1 - RECOGNITION

Renal Care Group, Inc. (hereinafter referred to as the “Employer” or the “Company”) recognizes the Washington State Nurses Association (hereinafter referred to as the “Union”) as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of work, and other terms and conditions of employment of its In-Center and Acute Registered Nurses (hereinafter referred to as either “employees” or “nurses”) at the locations in Appendix A of this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1: Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent rights to manage the business, as such rights existed prior to the execution of this or any other previous agreement with the Union. The sole and exclusive rights of management unless otherwise abridged by this Agreement shall include, but are not limited to, its right to establish, continue, discontinue, or change policies, practices and procedures for the conduct of the business; the right to determine and from time to time re-determine the number, location and types of its facilities or operations, as well as the methods, processes, equipment and materials to be utilized; to regulate the quality and quantity of work of its employees; to discontinue temporarily or permanently and either in whole or in part, the conduct of its business, its processes or operations; to contract out or subcontract work; to elect to perform such business or operations through subcontractors or otherwise in accordance with the terms of this Agreement; to relocate or transfer work among the Employer’s facilities necessitated by regulatory requirements; to determine and from time to time re-determine the number of hours per day or per week that operations shall be carried on; to select and to determine the number and types of employees required for the positions at the facility, to staff shifts and to perform tasks; to assign and reassign work to such employees in accordance with the requirements determined by management; to determine and from time to time re- determine qualifications for positions and whether an employee assigned or to be assigned to a position meets the qualifications of the position; to establish and modify work schedules, work assignments, and production standards; to establish and modify the starting and quitting times and the breaks and meal times for employees; to establish and modify job classifications; to determine the equipment to be utilized in its operations; to transfer, promote, or demote employees; to lay off, terminate, or otherwise relieve employees from duty for lack of work or other business reasons; to enact, modify and enforce reasonable work rules applicable to the maintenance of the business; to enact, modify and enforce reasonable safety rules including, but not limited to, drug and alcohol or substance abuse policies and procedures subject to the just cause provision of this Agreement; to suspend, discharge, or otherwise discipline employees for just cause; and otherwise to take such measures as management may determine to be necessary or appropriate for the orderly, efficient and/or productive operations of the business.

Section 2: All rights heretofore exercised by the Employer or inherent in the Employer’s rights and not expressly contracted away by the specific provisions of this Agreement are retained solely by the Employer. The failure of the Employer to exercise any function, power, or right reserved or retained by it, or the exercise of any power, function or right in a particular manner, shall not be deemed a waiver of

the right of the Employer to exercise such power, function, authority, or right, or preclude the Employer from exercising the same in some manner so long as it does not conflict with an express provision of this Agreement, or the National Labor Relations Act.

Section 3: The Union recognizes that the Company may introduce a revision in the method or methods of operation which will produce a revision in job duties or functions and a reduction in personnel. The Union agrees that nothing in this Agreement shall prevent the implementation of any program the Company may implement whether or not the implementation of such program results in a reduction of the work force.

Section 4: The parties agree to cooperate with each other to attain and maintain full efficiency and maximum patient care.

ARTICLE 3 - MEMBERSHIP AND DUES DEDUCTION

Section 1: Membership. All nurses working under this Agreement shall become members of the Union, agency fee payers or religious objectors as a condition of employment for the life of the Agreement. Nurses may not be required to join the Union as a condition of employment but within thirty-one (31) days from the date of hire or thirty-one (31) days within ratification, nurses shall pay to the Union an amount of money equivalent to the regular Union dues or an agency fee. Any nurse who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a labor organization shall not be required to join or financially support the Union as a condition of employment. Such nurse shall, in lieu of dues, pay sums equal to dues to a nonreligious charity or to another charitable organization mutually agreed upon by the nurse and the Union. A religious objection must be declared in writing to both the Union and the Company's Director of Operations. Any nurse exercising their right of religious objection must provide the Union with documentation of payments made to the agreed upon charitable organization or be considered in violation of the Membership provision in this Article. The Union will accept the receipts as Union dues. Failure to comply with the conditions outlined above shall, upon the written request of the Union, result in the discharge of the nurse. The requirement to join the Union and remain a member in good standing shall be satisfied by the payment of regular dues uniformly applied to other members of the Union for the class of membership appropriate to employment in the bargaining unit. The Union shall notify the Employer in writing of the failure of any nurse to become or remain a member in good standing in violation of this Article.

No request for termination shall be made by the Union until at least fourteen (14) days after the sending of the aforementioned notice.

Section 2: Dues Deduction. During the term of this Agreement, the Employer shall deduct Union dues from the pay of each member of the Union. Deductions will be promptly transmitted each month to the Union. A deduction roster will be transmitted to the Union in an Excel spreadsheet attached to an email and will include the employee's name, employee identification number and deduction amount. Upon transmission of dues deductions to the Union and the deduction roster, the Employer's responsibility shall cease with respect to such deduction. The Union and each nurse authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of complying with this Article.

Section 3: Roster. The Employer shall furnish to the Union a roster of all bargaining unit employees on a quarterly basis, which shall include employee name, job classification, employment status, full-time equivalent (FTE) level, department, work location, hourly rate, hire date (new hire date as appropriate), termination date (as appropriate), date entered Union, status change date, home address, telephone number, personal email (if given to the Employer), and last four digits of the Social Security number. The Union shall indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of sharing an employee's Social Security number with the Union.

ARTICLE 4 - UNION VISITATION AND BULLETIN BOARDS

Section 1: No employee shall engage in any union activity (including but not limited to solicitation and/or the distribution of literature) during their work time, during the work time of the intended recipient or the solicitation or distribution or in work areas.

Section 2: Union Visitation. The Union in full consideration of quality patient care agrees that the Union representative, with reasonable notification to the Employer (but no less than twenty-four [24] hours of notice to the Employer), shall have access at reasonable times to those areas of the Employer's premises for the purpose of investigating grievances and contract compliance. A Union representative shall not have access to employee lounges, employee break rooms or patient care areas unless advance approval has been obtained from the Director of Operations or designee. Union access to the Employer's premises shall be subject to the same general rules applicable to the general public and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operations of the Employer.

Section 3: Bulletin Boards. The Employer shall furnish a bulletin board at each covered clinic for the use of the Union for the posting of official notices or bulletins concerning official Union business only. No notice, bulletin or other writing posted by or on behalf of the Union on its designated bulletin board will contain anything that is religious, ethnic or racial, or that is profane or obscene, or that is defamatory toward or disparaging of the Employer, its services, or any of its officers, managers, supervisors, employees, affiliates, or patients. Any Union notices not in compliance with this Section will be removed by the Employer.

ARTICLE 5 - UNIT REPRESENTATIVES

The Employer agrees the Union may establish unit representatives for the purpose of administering the terms of the Agreement. The Employer shall receive from the Union the names of its delegated unit representatives. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during non- work time (e.g., rest breaks, lunch periods and before and after shifts), of both the unit representatives and the individual employee and shall not interfere with the work of other employees. There shall be a maximum of two (2) unit representatives per covered clinic of the Employer but if both are on the same shift, only one unit representative shall be permitted to perform Union duties as described herein, at one time.

ARTICLE 6 - NEW HIRE ORIENTATION

Section 1: The Employer agrees that new employees covered by this Agreement shall be advised of the WSNA's representational status. Union representatives may provide new hires in the bargaining unit a

copy of the Agreement and orient new employees regarding their rights and responsibilities under this agreement during non-work time, to include rest breaks, lunch periods and before and after shifts.

Section 2: One (1) WSNA Nurse Representative, after written notice of their selection, will be provided with a list of new hires within ten (10) days of orientation for the purpose of introduction to the WSNA. This list will include name, shift and contact information.

ARTICLE 7 - NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any employee covered by this Agreement with respect to terms and conditions of employment due to such employee's race, color, religion, gender, national origin, age, sexual orientation, marital status, genetic information, veteran status or disability, or any other protected class pursuant to applicable federal, state, and/or local law.

ARTICLE 8 - NOTICE OF RESIGNATION

Nurses shall be required to give at least twenty-one (21) days' written notice of resignation. This notice requirement shall not include any Paid Time Off without prior approval or unverified sick leave. Failure to give notice shall result in loss of accrued Paid Time Off. The Employer will give consideration to situations that would make such notice by the nurse impossible.

ARTICLE 9 - EMPLOYEE STATUS

Section 1: Types of Employees.

- A. Regular Full-Time - A regular full-time employee is an employee regularly scheduled to work between thirty (30) to forty (40) hours per work week.
- B. Regular Part-Time - A regular part-time employee is an employee regularly scheduled to work less than thirty (30) hours per work week.
- C. Casual or Temporary A casual or temporary employee is an employee who is hired for a definite limited period of time, of no more than six (6) months other than agency or internal travel department staff. Any extensions of this six (6) month time period will be discussed with the Union first. Temporary or casual employees may be used on a full-time basis provided they do not displace a bargaining unit position.
- D. Per Diem-A per diem employee is an employee hired to work without a regular schedule during a period when additional work of any nature requires a temporarily augmented work force, or in the event of emergency, or to relieve regular full-time or part-time employees due to illness, vacation, absence, etc. A per diem employee may also work on an "on call" or "as needed" basis.

Section 2: Casual or temporary employees are not part of the bargaining unit covered by this Agreement and, therefore, do not accrue seniority, are not entitled to fringe benefits, and are not entitled to utilize the Grievance and Arbitration procedures set forth in this Agreement.

Section 3: Per diem employees do not accrue seniority and are not entitled to fringe benefits.

Section 4: The Employer, in its discretion, may require a casual or temporary employee to work through some or all of the probationary period before becoming part of the bargaining unit as a regular full-time or regular part-time employee in the event that such employee has their regularly scheduled work hours increased to within the definitions of regular full-time or regular part-time employee.

ARTICLE 10 - PERSONNEL FILES

Employees shall have access to their personnel files during normal business hours. Such file may be reviewed by an employee with a member of management present. Employees shall have the right to review and provide rebuttal documentation to any written evaluation or discipline in the personnel file and the rebuttal documentation will be kept in the personnel file.

ARTICLE 11 - POSTING OF SCHEDULES

The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. The Employer shall determine and post monthly work schedules fourteen (14) days immediately preceding the effective date of the schedule.

ARTICLE 12 - PROBATIONARY PERIOD

Section 1: The initial ninety (90) calendar days of a new employee's employment shall be considered to be a probationary period. The Employer may, in its discretion, extend the probationary period up to another ninety (90) days, the conditions of which shall be specified in writing, to more fully evaluate an employee's performance.

Section 2: During an employee's probationary period, or as extended, the employee may be disciplined or terminated from employment with or without cause, at the sole discretion of the Employer. Any discipline or termination from employment occurring within or at the end of such probationary period shall not be subject to or reviewable under the Grievance and Arbitration provisions of this Agreement

Section 3: Probationary employees who are retained by the Employer after the end of their probationary period shall be credited with their most recent date of hire by the Employer for the purpose of determining their seniority and eligibility for those contractual benefits that are based upon length of service with the Employer. An employee or the Union, on behalf of an employee, may only utilize the Grievance and Arbitration provisions of this Agreement after an employee has successfully completed the probationary period (inclusive of any extensions).

Section 4: If an employee is promoted to another bargaining unit position, the Employer shall have ninety (90) calendar days from the date of the promotion or the completion of any job training program, to judge the competency of the employee. During or at the end of this ninety (90) day period, the Employer may, in its sole discretion, return the employee to the position previously held by the employee at the employee's previous rate of pay. The return to the previous position/rate of pay shall not be subject to or reviewable under the Grievance and Arbitration provisions of this Agreement.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

Section 1: Meal and Rest Periods. Bargaining unit employees will be subject to the Employer's Meal and Rest Break Policies and Forms (attached as Appendix B) except that bargaining unit employees will

be entitled to a fifteen (15) minute rest break for each four (4) hours of working time, which must be taken no later than the end of the third (3rd) consecutive working hour. However, any missed rest break premium payments will be calculated in accordance with the Company's policies and Washington state law. Such premium payment calculations will be based on ten (10) minute rest break periods (not fifteen (15) minute rest break periods).

Section 2: Work Week. The work week will consist of seven (7) consecutive twenty-four (24) hour periods beginning at 12:00 midnight Sunday and ending at 11:59 p.m. Saturday. The weekend starts on 12:00 midnight Saturday and ends 11:59 p.m. Sunday.

Section 3: There shall be no guaranteed hours of work.

Section 4: Overtime. Overtime shall be compensated for at the rate of one and one-half (1½) times the regular rate of pay for all time worked after forty (40) hours in a work week.

Section 5: There shall be no duplication of overtime for the same hours worked under any of the provisions of the Agreement, and to the extent that hours are compensated for at overtime under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provisions.

Section 6: Management will make reasonable efforts to reduce the number of Saturdays worked by employees and will assign weekend days on an equitable basis among the employees. Employees may not be scheduled to work more often than every other weekend unless mutually agreed, or the needs of the business dictate otherwise.

Section 7: Call Shifts. For inpatient nurses subject to call, management will try to assign shifts on an equitable basis based on the available nurses' skills and ability (as determined by management).

ARTICLE 14 - WAGES AND OTHER COMPENSATION

Section 1: Effective the second regular payroll period following ratification, all then current nurses shall receive a three percent (3%) wage increase

Effective the second regular payroll period following October 21, 2026 all then current nurses shall receive a two and one half percent (2.5%) wage increase.

Effective the second regular payroll period following October 21, 2027 all then current nurses shall receive a two (2%) wage increase.

Section 2: Float Premium. Nurses who float to another clinic shall receive a fifteen percent (15%) pay differential for all hours worked while floating to another clinic. Float pay applies exclusively to nurses who regularly work at one specific clinic but occasionally float to different clinics. Float pay does not apply to inpatient nurses.

Section 3: Preceptor Premium. Nurses who work as preceptors shall receive an extra \$2.00/hour while performing preceptor duties.

Section 4: Weekend Differential. Nurses who work weekend shifts shall receive a ten percent (10%) pay differential for all hours worked on a weekend shift.

Section 5: Shift Differential. Nurses who work evening shifts (between 5:00 p.m. and 11:00 p.m.) will receive a differential paid at seven percent (7%) of the base rate consistent with the Company's Evening and Night Differential Pay policies and procedures.

Nurses who work night shifts (between 11:00 p.m. and 7:00 a.m.) will receive a differential paid at ten percent (10%) of the base rate consistent with the Company.

Section 6: Inpatient nurses only. Inpatient nurses who are on call shall receive four dollars (\$4.00) per hour for all on call hours.

Section 7: Inpatient nurses only. When Inpatient nurses are designated as charge nurses and perform charge duties, they shall receive a five percent (5%) pay differential for all hours worked performing charge duties.

Section 8: Rest Between Shifts.

8.1 Employees will not be scheduled for work with less than eleven (11) hours between shifts. All time worked within the eleven (11) hour rest period and continuing until the completion of the shift will receive their regular rate of pay plus differential paid at fifty percent (50%) of the employee's regular rate of pay.

8.2 This Section shall not apply to on-call, callback, in-service education offerings, committee meetings or staff meetings.

Section 9: Report Pay.

9.1 Employees who report for work as scheduled unless otherwise notified in advance and have been released from duty by the Employer because of low census shall receive a minimum of three (3) hours of work at the regular rate of pay.

9.2 Where the Employer has left a message on the employee's phone (documented attempts will be recorded) not less than one and one-half (1½) hours prior to the shift start time advising the employee not to report for work, such communication shall constitute receipt of notice not to report for work and this Section shall not apply.

9.3 It shall be the responsibility of each employee to notify the Employer of their current address and telephone number. Failure to do so shall excuse the Employer from these minimum pay requirements.

9.4 Except as otherwise provided herein, employees shall not be paid for time not worked.

9.5 This Section shall not apply to attendance at mandatory department meetings.

Section 10: No employee will have their wages reduced as a result of this Agreement.

Section 11: An existing Nurse's hourly rate shall not be less than newly hired Nurses with comparable or less experience.

Section 12: Ratification Bonus: If this final offer is ratified by no later than February 27, 2026, then effective the second regular payroll period following ratification, all bargaining unit employees who are employed as of the date of ratification shall receive a one-time, lump sum bonus payment of fifteen hundred dollars (\$1,500) less applicable payroll taxes and withholdings required by law.

Section 13: At management's sole discretion, a nurse may be designated as a charge nurse for a certain number of hours or a shift. Nurses who are designated by management as a charge nurse will receive a five percent (5%) pay differential for all such hours worked as a charge nurse.

Section 14: Per Diem Differential. Nurses who work as per diem will receive a differential paid at seven percent (7%) of their base rate for all hours worked when providing direct patient care.

ARTICLE 15 - INSURANCE PROGRAM

Section 1: Benefits Plans. Employees who work thirty (30) hours or more per week are eligible for medical, dental and vision insurance benefits. Cost sharing for these plans will depend on the selected option and the employee's FTE status. Employees can enroll in the benefit plans on the first of the month following thirty (30) days of active employment in a benefit eligible position.

Section 2: Workers' Compensation. The Employer shall provide Workers' Compensation insurance for all employees as required by law.

Section 3: Unemployment Compensation. The Employer shall provide Unemployment Compensation insurance for all employees as required by law.

Section 4: Life Insurance. A life insurance plan will be provided to all eligible employees. Eligibility requirements shall be defined in the plan documents.

Employees will be notified in advance of open enrollment dates.

Section 5: 401(k).

5.1 The Employer will provide a 401(k) plan for its employees. Eligibility requirements for participation including eligible hours and contribution rates shall be defined by the Employer's plan document.

5.2 Per the Plan's Summary Plan Description, the Company will match fifty percent (50%) of employee's elective contributions up to the first six percent (6%) of compensation that an employee contributes. Catch-up contributions are not matched. Matching contributions are determined per pay period – not annually. Employees will not receive a match for any pay period in which they do not make a contribution. Should the Plan be modified in any way during the term of this Agreement, the Plan will control over any contrary provision in this section. Employees covered under this Agreement will be subject to the same contribution rules and benefits as all other Company employees.

5.3 Should the Company's Board of Directors direct that a profit sharing contribution be made to the Plan, members of the bargaining unit will be eligible for such contributions pursuant to the Plan as it may be amended or modified by the Company. Employees covered under this Agreement will be subject to the same rules, terms, and benefits as all other Company employees.

Section 6: Plan Changes. Participation in the Employer's Benefit Plan, Retirement Plan and any other benefits set forth in this Article shall be subject to the plan's specific eligibility requirements. In the event the Employer modifies its current plan(s) or provides an alternative plan(s), the Employer will notify the Union in writing thirty (30) days prior to implementation and will answer any questions the Union may have in response to receiving the plan changes.

ARTICLE 16 - PTO, HOLIDAYS AND SICK LEAVE

Section 1: Paid Time Off. Bargaining unit employees will continue to receive Paid Time Off ("PTO") benefits based on the Employer's established PTO policies and procedures as they may be amended or modified at the Employer's sole discretion. Bargaining unit employees will be subject to the same PTO policies and procedures as all other employees.

Section 2: Holidays. Observance and pay for holidays will be determined by varying business and operational needs. Bargaining unit employees will receive the same holidays as all other employees and will be subject to the same holiday policies as they may be amended or modified at the Employer's discretion. The following six holidays are recognized by the Company: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Section 3: Sick Leave. All bargaining unit employees will continue to receive paid sick and extended sick leave based on the Employer's established policies as they may be amended or modified at the Employer's sole discretion. Bargaining unit employees will be subject to the same paid sick and extended sick leave policies as all other employees.

Section 4: Cash Out Option. The Employer will allow PTO cash outs in accordance with IRS regulations and the Employer's PTO cash out policy.

ARTICLE 17 - LEAVES OF ABSENCE

Bargaining unit employees are subject to the Employer's Leaves of Absence policies on the same basis and to the same extent as is applied to other FMCNA employees and as they may be amended from time to time within the discretion of the Employer; the current such policies attached hereto as Exhibit 1.

ARTICLE 18 - FLOATING BETWEEN IN-CENTER CLINICS

Section 1: The Employer may temporarily float a nurse to a secondary clinic if patient needs require such temporary changes in clinic assignments. When the Employer determines that floating nurses is necessary, the following order will be utilized:

1. Float Nurses
2. Volunteers
3. Agency and/or Traveler Nurses
4. Per Diem Nurses
5. Regular full-time and part-time nurses rotated equitably.

The Employer will not temporarily float a nurse between clinics without the nurse's consent. However, when a nurse does float to a secondary clinic, a fifteen percent (15%) pay differential will apply as well as mileage reimbursement at the IRS rate. This Article does not apply to inpatient nurses. Mileage reimbursement and meal reimbursement for nurses assigned to travel for work pursuant to this Article are governed by Company policies (which may change at the Employer's sole discretion), including "Travel Time Compensation" and "Employee Travel and Meeting Expense Management Policy." Bargaining unit employees will not be reimbursed for travel at rates less than that of other Fresenius Medical Care employees.

ARTICLE 19 - NURSING EDUCATION

Section 1: The Employer will continue to provide tuition assistance to eligible bargaining unit employees based upon its existing program as it may be amended from time to time at the Employer's sole discretion. Bargaining unit employees will have the same tuition assistance benefits as all other employees.

Section 2: The Employer will reimburse bargaining unit employees fifty percent (50%) of the cost of professional association annual memberships up to a combined maximum of five hundred dollars (\$500) per year.

Section 3: The Employer will provide Continuing Education Unit ("CEU") reimbursement based on the following:

1. For all regular full-time employees who have completed six (6) months of continuous employment, reimbursement up to five hundred dollars (\$500.00) per year.
2. For all regular part-time employees who have completed six (6) months of continuous employment, reimbursement up to three hundred fifty dollars (\$350.00) per year.
3. Temporary and per diem employees are not eligible for CEU reimbursement.

Employees must be on the active payroll and in good standing (no Written Warning or above) in order to receive reimbursement for a CEU program.

ARTICLE 20 - NURSE PRACTICE COMMITTEE

Management, jointly with the elected representatives of the nurses, shall establish a Nurse Practice Committee ("NPC" or "Committee") to discuss mutual concerns. The purpose of the NPC is to foster improved communications between the Employer and the nursing staff as well as to discuss nursing practices, care of patients, staffing and other mutual concerns. The function of the NPC shall be advisory in nature rather than decision-making. The Committee shall consist of four (4) representatives of the nurses as well as one (1) WSNA nurse representative (or designee) along with an equal or lesser number of management representatives, and additional guests by mutual agreement. The Committee shall meet on a quarterly basis and at mutually agreed-upon dates and times. The meetings will be held in the conference/training room at the South Tacoma clinic located at 5825 Tacoma Mall Blvd. in Tacoma, Washington or at another mutually agreeable location; or through a virtual meeting by mutual agreement. Nurses will not suffer any loss of pay as a result of their attendance at NPC meetings, which shall not last more than two (2) hours.

ARTICLE 21 - DISCIPLINE AND DISCHARGE

Section 1: No employee will be discharged, suspended or disciplined without just cause. The Employer otherwise maintains sole discretion in deciding whether to discharge, suspend or otherwise discipline any employee,

Section 2: An employee is required to sign a discipline document as evidence of receipt. The employee's signature on the discipline document shall signify that the Employee has received a copy of the discipline document and shall not signify an admission of guilt.

Section 3: All objections made by the Union or employee to disciplinary action must be processed through the Grievance and Arbitration provisions as outlined in this Agreement.

Section 4: One progressive discipline procedure will exist for all appropriate discipline including, but not limited to, violations of the Employer's attendance policy, work rules and other Company policies. The progressive discipline procedure will typically consist of one or more of the following steps:

- Documented Counseling
- Written Warning
- Final Written Warning
- Termination

The parties acknowledge that there may be circumstances involving serious offenses that justify immediate discharge or skipping one or more of the steps of progressive discipline. Examples of serious offenses include, but are not limited to theft, workplace violence, harassment, gross insubordination, falsification of records, and gross neglect or abuse of a patient.

A copy of all disciplinary actions shall be given to the nurse. Nurses will be given the opportunity to provide a written response to any written evaluation or disciplinary actions to be included in the personnel file.

Section 5: In the event that disciplinary action is submitted to arbitration under the Grievance and Arbitration provisions, the arbitrator shall not base their decision solely on the failure of the Employer to call a patient, visitor or employee witness to appear at a hearing. Furthermore, the arbitrator shall not issue any subpoena or compulsion to attend to any such patient or visitor.

ARTICLE 22 - LOW CENSUS

The parties mutually agree the Employer's patient census and other clinical needs will govern staffing requirements. When scheduled staff exceeds clinical needs, however, the Employer may reduce its staff. In making these reductions, the Employer will follow the order outlined below:

- Agency/Travelers
- Floating Nurses from non-Bargaining Unit Clinics

- Overtime Voluntary Cut Per Diem Extra Days
- Involuntary cuts on a rotating basis utilizing reverse seniority

The Employer will provide as much notice as is practical when scheduled staff exceeds clinical needs.

ARTICLE 23 - SENIORITY AND LAYOFF

Section 1: Definition. Seniority shall be defined as an employee's continuous length of service within a job classification, within the bargaining unit, with the Employer from the most recent date of hire as a full-time, part-time, or per diem employee. Seniority shall not apply to an employee until the employee has completed the probationary period specified in Article 12. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from most recent date of hire.

Section 2: Seniority shall be the determining factor in layoff and recall from layoff where such factors as skill, competence, ability and prior job performance are substantially equal in the opinion of the Employer.

Section 3: Layoff. A layoff is a permanent or prolonged reduction in the number of employees employed by the Employer. Layoffs shall be by job classification.

Temporary and probationary employees shall be laid off prior to any regular employees working in that job classification.

Section 4: Severance Pay. Employees subject to a layoff may be eligible for severance pay under the Employer's established policies at the time of any layoff.

Section 5: Recall. Employees on layoff status shall be placed on a reinstatement roster for a period of nine (9) months from the date of layoff. When vacancies within a job classification occur, the order of reinstatement shall be the reverse order of layoff providing the employee's skills and ability to fill the position are equal. Employees on layoff shall be entitled to reinstatement prior to any employees being newly hired. In the event the Employer offers, and the employee accepts voluntary layoff options with severance pay, the employee shall waive any recall rights.

Section 6: Removal from Recall List. If an employee does not return to work within fourteen (14) days of a recall notice sent by certified mail (or at such later date determined by the Employer), the employee will be removed from the recall roster and the Employer's recall commitments shall terminate. The employee shall notify the Employer by certified mail of any change in the employee's current mailing address. If the employee fails to provide this notification, the employee's name shall be eliminated from the recall list and the Employer's recall commitments shall terminate.

Section 7: Termination. Seniority shall terminate upon cessation of the employment relationship or when a bargaining unit employee transfers to a non-bargaining unit position, for up to one year. Examples of seniority termination include but are not limited to the following: discharge, resignation, retirement, refusal to accept a comparable job opening (same shift and FTE) offered by the Employer while on the recall list, after nine (9) consecutive months of layoff, or failure to comply with specified recall procedures.

Section 8: Roster. In the event of a layoff, a seniority roster will be available to employees.

ARTICLE 24 - JOB OPENINGS

All vacant positions shall be posted on the Company's intranet for a minimum of five (5) business days pursuant to the Company's Employee Transfer and Internal Job Posting and Hiring Policies. In evaluating applicants for a vacant position, the Employer will give priority based on seniority to bargaining unit nurse applicants over non-bargaining unit employees and external applicants, but only if skill, competency, ability and prior job performance are equal in the opinion of the Employer.

ARTICLE 25 - GRIEVANCE AND ARBITRATION PROCEDURES

Section 1: An employee may discuss concerns and complaints with their immediate supervisor in an attempt to resolve the issue prior to it becoming a written grievance.

Section 2: A grievance under this Article is hereby defined as a complaint by either the Employer or the Union that this Agreement has been violated. Grievances shall be processed as follows:

Step 1: All written grievances shall be presented to the Clinical Manager of the affected employee(s) within ten (10) business days of the occurrence, giving rise to such grievance. The written grievance must be signed, dated, and contain a description of the conduct complained of, including the Article(s) of the Agreement allegedly violated. A written answer to the grievance will be due within ten (10) business days after the Clinical Manager hears the Step 1 grievance. In the event the written grievance is not resolved by discussions between the Clinical Manager, Grievant and a representative of the Union, the grievance may be taken to Step 2.

Step 2: A grievance not satisfactorily resolved in Step 1 shall, within ten (10) business days from receipt of the Clinical Manager's Step 1 response, be submitted in writing, by the Union to the Director of Operations or other designee, as applicable. A written answer to the grievance will be due within ten (10) business days after the Director of Operations hears the Step 2 grievance.

Step 3: If a grievance has not been satisfactorily resolved in Step 2, a written request for a Step 3 meeting must be received within ten (10) business days of the receipt of the Director of Operations' Step 2 response. The meeting will be held within ten (10) business days at a mutually agreeable time with the Union Representative, the grievant, and the Regional Vice President. A written answer will be due within ten (10) business days after the Step 3 meeting. Grievances by the Employer shall be commenced at Step 3 and be submitted, in writing, to the Union Representative.

Step 4: If a grievance has not been satisfactorily resolved in Step 3, it may be submitted to arbitration within ten (10) business days after the written answer in Step 3 is issued or otherwise due by the Employer or the Union, as the case may be, requesting the Federal Mediation and Conciliation Services to provide the Employer and the Union a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators. The grieving party shall select first and the parties shall alternately strike names from the list until one person remains who shall be the arbitrator.

Section 3: If the Union fails to file or process a grievance at any step within the time limits set forth above and the procedure is not waived by mutual written agreement, that grievance shall be considered and deemed waived or settled and such failure shall constitute a bar to all future actions thereon. Failure on the part of the Employer's designated representative to answer a grievance at any of the steps in the grievance procedure shall not be deemed acquiescence thereto, but the grievance may progress to the next

step if so processed by the Union.

Section 4: An employee shall comply with all instructions and perform all duties, when and as instructed, even though they may feel aggrieved provided that the life of any person is not placed in serious peril and the instruction does not require the nurse to violate the nurse's code of ethics or any law, including the Nurse Practice Act.

Section 5: The arbitration of a grievance shall be extended only to those grievances which are arbitrable under this Agreement. In order for a grievance to be arbitrable: (1) it must have been processed through the grievance procedure properly and within the applicable time limits as set forth in this Agreement; (2) it must be referred to arbitration within the applicable time limits as set forth in this Agreement.

Section 6: The arbitrator shall consider only the particular issue or issues presented in writing by the Employer and the Union, and the decision and award shall be based solely upon their interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The arbitrator has no authority or power to add to, delete from, modify, disregard, or alter any of the written terms of this Agreement. The arbitrator shall not consider the failure of an employee requested to attend as a witness at a hearing as prejudicial. A decision of the arbitrator on any grievance within the scope of the issues submitted and within the arbitrator's authority shall be final and binding on the Company, the Union and the members involved.

Section 7: The arbitrator's fees and expenses shall be borne equally by the parties to this Agreement. The expenses incidental to each party's witnesses shall be borne by the party calling the witnesses.

Section 8: The fact that a claim or dispute has been processed under the grievance procedure set forth in this Agreement will not preclude the raising of the question of arbitrability with respect to such claim or dispute before the arbitrator selected to hear such claim or dispute.

Section 9: No more than one (1) grievance shall be submitted to the same arbitrator at a single hearing, except by mutual agreement of the parties.

ARTICLE 26 - STRIKES AND LOCKOUTS

Section 1: There will be no boycotting, bannering, picketing, hand-billing, leafletting, strikes, sympathy strikes, concerted mass sickouts, refusal to cross any picket line, lockouts or other work stoppages during the life of the Agreement. Union communications to its members regarding contract updates or other union business will not constitute a violation of this Article as long as these communications are directed solely to the Union's members. Violation of this Article may result in the immediate discharge of the employee or employees committing such violation.

Section 2: Discharge for the conduct noted above shall not be subject to submittal through the Grievance and Arbitration procedures except on the limited issue as to whether the employees have engaged in such proscribed activity. If the Employer is able to prove that an employee engaged in the above proscribed activity, the arbitrator shall have no authority to change the penalty of discharge of the employee.

Section 3: There shall be no offensive lockout during the term of the Agreement so long as this Article is not violated by the Union, its officers, representatives, agents, members and the employees covered by the Agreement.

Section 4: In the event of an alleged breach of this Article, either party may institute expedited arbitration by telephone, telecopy, electronic mail and/or overnight mail to the FMCS and the other party.

- A. FMCS shall designate an arbitrator to hear the dispute as expeditiously as possible after receipt of such telephone, telecopy, electronic mail and/or overnight mail. The arbitrator so designated shall hold a hearing as promptly as possible, but in no event later than seventy-two (72) hours after receipt of their designation as an arbitrator. If the arbitrator is not available within seventy-two (72) hours, the hearing will be conducted as soon as possible.
- B. The arbitrator's award shall be issued as soon as possible, but in no event less than three (3) hours after the conclusion of the hearing. The award shall be effective immediately, and shall be in writing, but may be issued without a written opinion.
- C. If either party requests an opinion, the arbitrator will issue one within a reasonable time, but this shall not affect the validity of the award or interfere with or delay in any way the enforcement of this award.
- D. The arbitrator shall award appropriate relief, including a directive to return to work or to cease a lockout. In no event shall the arbitrator appointed under this section have the authority to hear any dispute except the question of whether this Article has been violated. Failure of any party to attend the arbitration hearing as scheduled shall not delay arbitration, and the arbitrator is authorized to, and shall in fact, proceed to take evidence and issue the award as if such party were present.
- E. The use of arbitration in connection with this Article shall not impede or foreclose the Employer or the Union from seeking and obtaining damages or injunctive relief for any violation of this Article in any court of competent jurisdiction.

ARTICLE 27 - GENERAL PROVISIONS

Section 1: Complete Agreement. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement.

Section 2: Entire Agreement. The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

Section 3: Severability. In the event that any provision(s) of the Agreement shall be held to be invalid, illegal or otherwise prohibited by law, then such provision (or portion thereof) shall be deemed amended so as to comply with such law, to the extent possible, or if such amendment is not possible, then such provision shall be null and void but such invalidity shall not affect the enforceability of the remainder of the Agreement.

Section 4: Shared Values Clause. As stated in the Fresenius Medical Care Code of Ethics and Business Conduct, Renal Care Group, Inc. upholds the values of quality, honesty and integrity, innovation and improvement, respect and dignity, as well as lawful conduct, especially with regard to anti-bribery and anti-corruption. The Employer upholds these values in its own operations, as well as in its relationships with business partners. Renal Care Group Inc.'s continued success and reputation depends on a common commitment to act accordingly. Together with Renal Care Group, Inc., Washington State Nurses

Association is committed to uphold these fundamental values by adherence to applicable laws and regulations.

ARTICLE 28 - DURATION

This Agreement shall become effective October 22, 2025, and shall remain in full force and effect to and including October 21, 2028 unless changed by mutual consent. Should either party wish to change, modify or renew the Agreement, written notice must be given to the other party at least ninety (90) days prior to the expiration date. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 2nd day of July, 2026.

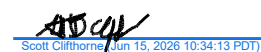
RENAL CARE GROUP



Mollie Miller July 2, 2026

Assistant Treasurer

WASHINGTON STATE NURSES ASSOCIATION


Scott Clifthorne (Jun 15, 2026 10:34:13 PDT)

Scott Clifthorne, Labor Negotiator


Janet Stewart (Jun 12, 2026 21:51:39 PDT)

Janet Stewart, BSN, RN, Nurse Representative


Stephenie Troftgruben, BSN, RN, Nurse Representative
Suzette Marengo (Jun 9, 2026 14:37:34 PDT)

Suzette Marengo, RN


Elisha Knight (Jun 17, 2026 14:14:47 PDT)

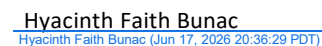
Elisha Knight, RN


Mia Guilder (Jul 2, 2026 14:25:13 PDT)

Mia Guilder, RN


Benicka Diah Castilla (Jun 23, 2026 18:56:00 PDT)

Benicka Castilla, RN


Hyacinth Faith Bunac (Jun 17, 2026 20:36:29 PDT)

Hyacinth Faith Bunac, RN

APPENDIX “A”

Mt. Rainier	1115 Regents Boulevard, Fircrest, WA 98466
Tacoma South	5825 Tacoma Mall Boulevard, Tacoma, WA 98409
Puyallup Dialysis	702 South Hill Park Drive, Suite 105, Puyallup, WA 98373
Gig Harbor	4700 Point Fosdick Drive NW, Suite 101, Gig Harbor, WA 98338
Tacoma East	1415 South 72d Street, Suite E, Tacoma, WA 98404

Or at any address where these units relocate with the same CMS provider number.

APPENDIX “B”

Meal and Rest Break Policies and Forms

Note: For the most up to date policy, always refer to the online version.

Washington Meal Period and Rest Break Policy – Addendum to Employee Wages & Work Hours policy

Introduction This policy applies to all non-exempt employees working in Washington. The Company is dedicated to providing all non-exempt employees a meal period of at least 30 continuous minutes for every five (5) hour work period. Non-exempt employees will be relieved of all duties and be free to leave the worksite during their meal periods.

Meal Periods Non-exempt employees are required to clock out for meal periods. Meal periods cannot be taken at the beginning or end of a shift.

First meal period - Non-exempt employees must take a continuous 30-minute meal period between the second and fifth working hour. If six (6) hours of work or less will complete the day's work, the employee and supervisor may agree in writing to waive the meal period.

Second meal period - Non-exempt employees are entitled to a continuous second 30-minute meal period if they work more than five (5) hours from the end of the first meal period. Non-exempt employees should take their second meal period after the completion of the first meal period and before the end of the next five working hours.

This second meal period may be waived so long as:

1. the employee took his or her first meal period between the second and fifth working hour;
2. the total hours worked does not exceed twelve (12); and
3. there is a written waiver agreed upon by the supervisor and employee on file.

Note: A signed waiver must be on file for such occurrences. Waivers can be revoked by the employee at any time.

On-Duty Meal Periods In the occasional event that the nature of the work prevents an employee from being relieved of all duty during his or her meal period, any non-exempt employee who is required to:

1. work through some or all of a 30-minute meal period, or
2. take a late meal period (i.e., is required to begin the first meal period after the end of the fifth hour of work or is required to begin a second meal period more than five hours after the end of the first meal period),

should request a **Washington Meal Period Premium Form** and submit it to his or her supervisor no later than the end of the pay period to ensure he or she is properly compensated. **Otherwise, the Company will assume that any non-exempt employee who fails to record a timely meal period, or who records a less-than-30-minute meal period, or who takes and records a late meal period, did so voluntarily.**

An employee will also be paid for an on-duty meal period.

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
1		12/15/2020	Page 1 of 2

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Note: For the most up to date policy, always refer to the online version.

Washington Meal Period and Rest Break Policy, Continued

Rest Breaks

Non-exempt employees are entitled to a 10-minute rest break for each four hours of working time, which must be taken no later than the end of the third consecutive working hour.

Employees may not combine the ten (10) minute rest breaks or add them to meal periods. Employees may not use rest breaks to come in ten (10) minutes late or leave ten (10) minutes early.

Supervisors are responsible for scheduling rest breaks and for providing adequate coverage while employees are on break. Whenever practicable, employees should take their rest breaks near the middle of each four-hour work period. If necessary, employees may be required to remain on Company premises during their rest breaks. Employees must go on breaks as scheduled and resume their duties promptly when breaks are over. Because rest breaks are paid, employees should not clock out for them. Rest breaks are non-cumulative and non-transferable.

Any non-exempt employee who is not authorized **or** permitted to take a rest break pursuant to the terms of this Policy should request a **Washington Rest Break Premium Form** and submit it to his or her supervisor by the end of the pay period to ensure he or she is properly compensated. **If a non-exempt employee does not submit a Washington Rest Break Premium Form, the Company will assume he or she either took his or her rest break or voluntarily decided to waive it.**

Failure to observe these rules may result in corrective action.

Responsibilities

Non-exempt employees are expected to take their meal periods and rest breaks in accordance with the applicable guidelines set forth in this Policy.

Any employee denied one or more meal periods or rest breaks in a day may request premium payment(s) by filling out a Washington Meal Period Premium Form and/or a Rest Break Premium Form.

Managers:

1. Are expected to make meal periods and rest breaks available to their employees in accordance with this Policy.
2. Can schedule meal periods and rest breaks for their employees, taking into account the location's operational requirements, patient needs (if applicable), and employee needs.
3. May stagger employees' meal periods so ongoing responsibilities are not compromised, as long as the applicable guidelines in this Policy are met.

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
1		12/15/2020	Page 2 of 2

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Note: For the most up to date policy, always refer to the online version.

Washington Meal Period and Rest Break Policy, Continued

-
- | | |
|------------------------------------|--|
| Responsibilities, continued | <ul style="list-style-type: none"> 4. Are responsible for administering their clinic's meal periods and rest breaks in a fair and uniform manner. 5. May not pressure or coerce employees to skip their meal periods or rest breaks. |
|------------------------------------|--|
-

Related Documents	Employee Wages and Work Hours Policy Washington - Waiver for First Meal Period Washington - Waiver for Second Meal Period Washington Meal Period Premium Form Washington Rest Break Premium Form
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VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
1		12/15/2020	Page 3 of 2

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Note: For the most up to date form, always refer to the on-line version.

I understand that the Company provides a continuous 30-minute, uninterrupted meal period to any employee who works more than five hours on any given workday. I further understand that employees who work six or fewer hours on any given workday may waive the opportunity to take that meal period. By signing below, I confirm that I am voluntarily electing to waive the Company's obligation to provide a meal period on any day on which I am scheduled to work six or fewer hours.

I understand that I may revoke this waiver at any time by providing written notice of the decision to do so. This waiver will remain in effect unless I exercise the option to revoke it.

I understand that any day on which I am scheduled to work in excess of six hours, or any day on which I do work in excess of six hours, this waiver does not apply and I am required to comply with the Washington Meal Period and Rest Break Policy.

Employee Signature

Date

Print Name

Request to Revoke Waiver

☐ I would like to revoke this waiver effective: _____

Employee Signature

Date

Print Name

Note: For the most up to date form, always refer to the on-line version.

I understand that the Company provides a second continuous 30-minute, uninterrupted meal period to any employee who works more than ten hours on any given workday. I further understand that employees who work twelve or fewer hours on any given workday, and who have taken their first meal period within the first 5 hours of work, may waive the opportunity to take that second meal period. By signing below, I confirm that I am voluntarily electing to waive the Company's obligation to provide a second meal period on any day on which I am scheduled to work twelve or fewer hours and have taken my first meal period.

I understand that I may revoke this waiver at any time by providing written notice of the decision to do so. This waiver will remain in effect unless I exercise the option to revoke it.

I understand that any day on which I am scheduled to work in excess of twelve hours, or any day on which I do work in excess of twelve hours, this waiver does not apply and I am required to comply with the Washington Meal Period and Rest Break Policy.

Employee Signature

Date

Print Name

Request to Revoke Waiver

☐ I would like to revoke this waiver effective: _____

Employee Signature

Date

Print Name

Note: For the most up to date form always refer to the on-line version.

Pay period ending: _____

List all applicable dates during the pay period for each item checked off:

☐ Required to work through some or all of **first** 30-minute meal period on:

☐ Required to take my first meal period after the fifth hour in the workday on:

☐ Required to work through some or all of **second** 30-minute meal period on:

☐ Required to take my second meal period more than five hours after my first meal period on:

Employee Signature

Date

Print name

Employee ID Number

Supervisor Name and Signature

Date

Print Name

Title

Note: For the most up to date form, always refer to the on-line version.

Pay period ending: _____

- ☐ My last rest break concluded at _____ (provide time or N/A). I was not authorized or permitted to take a minimum of a ten (10) minute rest break between ____ (time) and ____ (time) on _____ (date).
- ☐ My last rest break concluded at _____ (provide time or N/A). I was not authorized or permitted to take a minimum of a ten (10) minute rest break between ____ (time) and ____ (time) on _____ (date).
- ☐ My last rest break concluded at _____ (provide time or N/A). I was not authorized or permitted to take a minimum of a ten (10) minute rest break between ____ (time) and ____ (time) on _____ (date).
- ☐ My last rest break concluded at _____ (provide time or N/A). I was not authorized or permitted to take a minimum of a ten (10) minute rest break between ____ (time) and ____ (time) on _____ (date).
- ☐ My last rest break concluded at _____ (provide time or N/A). I was not authorized or permitted to take a minimum of a ten (10) minute rest break between ____ (time) and ____ (time) on _____ (date).

Employee Signature

Date

Print name

Employee ID Number

Supervisor Signature

Date

Print name

Title

EXHIBIT 1

Leaves of Absence Policies

Extended Sick Leave Program

Family and Medical Leave Act

General Medical Leave of Absence

Military LOA and Reserve Duty

Paid Caregiver Leave (PCL)

Paid Donor Leave (PDL)

Paid Parental Leave (PPL)

Personal Leave of Absence

Workers' Compensation

Note: For the most up to date policy, always refer to the online version.

Extended Sick Leave Program

Introduction

The Extended Sick Leave (ESL) program provides accrued time off for an employee's own illness, injury or disability following the ESL Waiting Period as described in this policy. ESL may also be used for time off to supplement Short Term or State Disability pay or as outlined in the Paid Caregiver Leave and Paid Parental Leave policies.

Eligibility for ESL

In order to be eligible to participate in the ESL program, new employees must:

- Be in a regular status with standard weekly hours of 20 or more (not temporary or per diem), and
- Complete 1 month of eligible service.

Note: For information regarding waiting periods for rehired or reinstated employees, please refer to the Rehire policy.

Employees who are part of a collective bargaining agreement may not be eligible for the ESL program and should refer to their Collective Bargaining Agreement for details.

ESL Accrual

Eligible employees will begin to accrue ESL the first full pay period after completion of 1- month of consistent eligible employment based on their standard weekly hours. Regular Full-Time employees will accrue as follows:

Standard Weekly Hours	Biweekly ESL Accrual	Annual ESL Accrual
40	1.54	Year one: Up to 35.42 hours After one year: 40 hours

Employees with standard weekly hours between 20 and 39 will accrue pro-rated ESL accordingly. **Note:** Standard weekly hours are the hours an employee is hired to work on a regular basis. This is different from actual hours worked which may vary from week to week.

Example of pro-rated ESL:

Standard weekly hours = 30

$30/40 = 75\%$ or .75

ESL accrual = $.75 \times 1.54 = 1.155$ ESL hours accrued biweekly

Employees in a Paid Sick Leave jurisdiction will accrue ESL hours based on the requirements of the jurisdiction as outlined in the Paid Sick Leave Policy.

Note: In the event an error is made when posting or adjusting ESL hours to an employee's account, the Company reserves the right to make the correction.

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
2		06/21/2021	Page 1 of 4

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Note: For the most up to date policy, always refer to the online version.

Extended Sick Leave Program, Continued

ESL Cap

All employees, regardless of level or years of service, will accrue ESL to a maximum of 1440 hours.

Employees who have reached their ESL caps will stop accruing ESL until the bank falls below the designated cap.

ESL Waiting Period

Full time employees must complete an ESL Waiting Period of 24 scheduled work hours before they can use accrued ESL hours.

During the ESL Waiting Period, employees must use PTO, if available. Employees without sufficient PTO hours in their bank to fulfill the waiting period will be paid PTO until that bank is exhausted. Once PTO is exhausted or if no PTO is available, employees will be unpaid for all or part of the ESL Waiting Period.

Note: Employees in a Paid Sick Leave jurisdiction may use ESL immediately if the PTO bank is exhausted.

The waiting period for employees with standard weekly hours between 20 and 39 will be pro-rated based on their standard weekly hours.

Note: Exempt employees will only be unpaid for full day absences.

Use of ESL

Eligible employees can use accrued available ESL hours:

- following the ESL Waiting Period as described in this policy for their own health condition which would cause them to be absent for an extended period of time;
- to supplement short term-or state disability or state paid family leave programs up to 100% of base pay salary (if applicable);
- immediately following Paid Caregiver Leave (up to one week equal to standard weekly hours) if approved through the Fresenius Leave Management Office.
- immediately following a Paid Parental Leave (up to two weeks equal to standard weekly hours) if approved through the Fresenius Leave Management Office.

Employees may only be on an unpaid status after exhausting all eligible time off benefits. Employees eligible to use ESL are required to use any accrued, unused ESL until they have exhausted their bank, at which time they will be required to use any accrued unused PTO. ESL may not be borrowed or taken to create a negative balance.

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
2		06/21/2021	Page 2 of 4

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Note: For the most up to date policy, always refer to the online version.

Extended Sick Leave Program, Continued

Use of ESL, continued

In the event an employee incurs an illness or injury prior to scheduled PTO, the employee should notify their manager of the immediate need to use PTO to complete the ESL waiting period and may modify their previous PTO request.

In the event an employee experiences an illness or injury while on scheduled PTO, PTO will continue to be paid for the duration of the original request. If he/she is unable to return to work due to illness or injury at the end of the scheduled time off, PTO already taken will count toward the 24 scheduled work hour waiting period for use of ESL.

For absences due to illness or injury exceeding 24 scheduled work hours (except in the case of intermittent FMLA), a note from a health care provider describing the nature of the illness and expected length of absence may be required at the discretion of the manager. If the employee fails to provide a requested note from a health care provider, ESL will not be paid, but the employee may use PTO, unless otherwise legally required by state or federal law.

Payment of ESL

Extended Sick Leave is paid at the employee's current base hourly rate. It does not include overtime, on-call pay, or any other type of supplemental compensation, including differentials, commissions and bonuses, and will *not* count toward weekly overtime hour

ESL during a Leave of Absence

Employees who are absent due to illness or injury for 5 days or more must contact the Fresenius Leave Management Office at 888-820-8202.

Employees on a leave of absence will begin to use ESL after being absent for 24 scheduled work hours (pro-rated for less than full time) unless superseded by applicable state law. If ESL is not available, PTO may be used.

Employees who have Short Term Disability and/or state disability benefits must apply for these benefits, if applicable.

Employees receiving disability benefits, such as short-term disability or state disability payments can supplement the disability benefit with accrued ESL up to 100% of weekly base pay, including when working a reduced schedule. Weekly base pay is determined by standard weekly hours and does not include overtime, on-call pay, or any other type of supplemental compensation, including differentials, commissions and bonuses. **Note:** When topping off disability payments, the actual number of ESL hours an employee may use will vary to ensure receiving as close to 100% of pay as possible.

Regular full-time employees using intermittent FMLA time for their own health condition will be required to use PTO for the first 24-hour absence from work after which they will be able to use ESL time. Employees with standard weekly hours between 20 and 39 hours per week using intermittent FMLA time for their own health condition will be required to use a prorated amount of PTO time before they are eligible to use ESL time.

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
2		06/21/2021	Page 3 of 4

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Extended Sick Leave Program, Continued

ESL during a Leave of Absence, continued

Note: ESL will continue to accrue for the first 14 days of an employee's leave of absence. Accruals are prorated for any partial pay period based on when the employee commences and returns from a leave of absence.

Employee Status Change

ESL banks are modified when there is a status change in employment as follows:

From	To	ESL
Eligible	Eligible Regular (Reduction in Hours)	Continue accruing. Retain hours in bank
Eligible	Ineligible Regular (Hours <20/week)	Stop accruing and permanently forfeit after 31 days
Eligible	Ineligible Status (per diem, temporary, or contract)	Stop accruing and permanently forfeit after 31 days
Ineligible	Eligible Regular (Hours >20/week)	1-month waiting period

Note: If an employee moving from an eligible status to an ineligible status becomes eligible for PTO and ESL again at a later date, any time spent on temporary, contract, or per diem status is not considered service time and is not bridged.

For questions regarding changes of status, please contact the Employee Service Center.

ESL at Separation

ESL time is not paid when leaving the Company for any reason.

Responsibility

It is the manager's responsibility to ensure that this policy is implemented fairly and consistently and that accurate records of ESL usage are maintained. It is the manager and the employee's responsibility to monitor ESL balances.

Related Documents

Paid Time Off Program
 Paid Caregiver Leave Policy
 Paid Parental Leave Policy
 Paid Donor Leave Policy
 Paid Sick Leave Policy
 CA Addendum to the PTO and ESL Policies
 General Medical Leave of Absence Policy
 Family and Medical Leave Act Policy

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
2		06/21/2021	Page 4 of 4

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Family and Medical Leave Act

Introduction

The Family and Medical Leave Act of 1993 (FMLA) was enacted to assist qualified employees in balancing their work and family responsibilities by allowing them to take up to 12 weeks of job-protected leave for certain family and medical reasons.

The National Defense Authorization Act of 2008 (NDAA) has expanded the FMLA by allowing for qualified employees to use FMLA leave to prepare for a family member's deployment or call to active duty as well as allowing qualified employees to take up to 26 weeks of FMLA leave for the care of a family member injured while on active duty in the Armed Forces, National Guard, or Reserves.

This policy is intended to comply with the requirements of the FMLA and NDAA. To the extent of any inconsistency between this policy and the relevant laws, FMCNA will comply with applicable regulations. To the extent that an applicable state law differs, FMCNA also complies with such state law.

Eligibility

Employees may be eligible for a leave of absence under the FMLA when he/she has worked for FMCNA or an acquired facility/location at least:

- 12 cumulative months prior to the leave, and
- 1,250 hours in the 12 months immediately preceding the leave.

Important: The cumulative 12-month period does not have to be consecutive, but all other criteria must be met.

Spouses who are both employed by FMCNA are eligible to take a combined total of 12 weeks leave during any 12-month period to care for a parent with a serious health condition, for the birth or placement of a child for adoption or foster care.

Each spouse, upon return, will be eligible to take the balance of the unused 12-week period for other Family and Medical Leave purposes.

Qualifying Reasons for FMLA Leave

Eligible employees may qualify for FMLA leave for any of the following reasons:

- For a serious health condition that makes the employee unable to perform his/her job,
- To care for a family member with a serious health condition, including a
 - spouse,
 - parent,
 - biological, adopted, or foster child, stepchild, or legal ward, or
 - a person for whom the employee stands in loco parentis,
- An employee's own incapacity due to pregnancy, prenatal medical care, or childbirth,
- To care for the employee's child after birth,

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
2		06/23/2021	Page 1 of 9

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Family and Medical Leave Act, continued

Qualifying Reasons for FMLA Leave, continued

- To care for an adopted child, foster child, or child for whom the employee is standing in loco parentis after placement,
- For qualifying exigencies (emergency situations) arising from a spouse, parent, son, or daughter being on active duty or notified of an impending deployment in the Armed Forces in support of a contingency operation (“Qualifying Exigency” leave), or
- To care for a spouse, parent, son, daughter, or next of kin with a serious injury or illness incurred in the line of duty on active duty (“Military Caregiver” leave).

Leaves for Serious Health Conditions

Eligible employees are entitled to up to 12 weeks of FMLA time for his/her own serious health condition or to care for a spouse, parent, son, or daughter with a serious health condition.

A “**serious health condition**” is an illness, injury, impairment, or physical or mental condition which involves one or more of the following:

- An overnight stay in a medical care facility,
- Continuing treatment by a healthcare provider for a condition that prevents the employee from performing the functions of his/her job, or
- Prevents the employee or the employee’s spouse, parent, son, or daughter from participating in school or other daily activities.

The “continuing treatment” requirement for a serious health condition may be met by a period of incapacity of more than 3 consecutive calendar days combined with:

- At least 2 visits to a healthcare provider,
- 1 visit to a healthcare provider paired with a regimen of continuing treatment (e.g., medication, therapy),
- Incapacity due to pregnancy, or
- Incapacity due to a chronic condition (e.g., stroke, Alzheimer’s disease).

FMLA Leaves for Pregnancy, Childbirth, or Adoption

Qualified employees may take up to 12 weeks of FMLA time for:

- His/her own or his/her spouse’s:
 - incapacity due to pregnancy,
 - prenatal care, or
 - serious health condition (as defined above) following the birth of a child, or
- Placement of a child for adoption or foster care.

Leaves of absence due to the care for a newborn or adopted child must be completed within the 12-month period beginning on the date of birth or placement.

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
2		06/23/2021	Page 2 of 9

CONFIDENTIAL

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Family and Medical Leave Act, continued

Leaves for Qualifying Exigencies

Qualified employees may take up to 12 weeks of FMLA time for qualifying exigencies arising from a spouse, parent, son, or daughter being:

- On active duty, or
- Notified of an impending deployment in the Armed Forces in support of a contingency operation.

In the case of a son or daughter's active duty or notification of deployment, the son or daughter may be of any age.

Some examples of "qualifying exigencies" include:

- Family assistance programs and informational briefings sponsored by military, military service organizations, or the American Red Cross,
- Arrangement for alternative childcare arrangements or to transfer a covered military member's child to a new school or daycare facility,
- To make or update financial or legal arrangements to address the covered military member's absence while on active duty,
- Counseling for employee or employee's family member due to stress or anxiety in response to a family member's call to active duty or deployment.
- To spend time with a family member on active military duty on rest and recuperation leave during a deployment.

Spouses who are both employed by FMCNA may only take a combined total of 12 weeks leave during any 12-month period for qualifying exigencies. Each spouse, upon return, will be entitled to the balance of the unused 12-week period for other family and medical leave purposes.

Leaves for Military Caregivers

Qualified employees may take up to a **total** of 26 weeks of FMLA leave in a 12-month period to care for a spouse, parent, son, daughter, or next of kin who is recovering from a serious illness or injury sustained in the line of duty on active duty in the Armed Forces, National Guard, or Reserves.

In the case of a son or daughter's serious illness or injury, the son or daughter may be of any age.

Employees eligible for Military Caregiver leave who have taken FMLA leave during the preceding 12 months will be eligible to use the balance of the 26-week FMLA allotment for care of the injured service member but are only eligible to use a total of 12 weeks of FMLA leave for other FMLA-qualifying conditions (such as qualifying exigencies or his/her own health conditions).

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
2		06/23/2021	Page 3 of 9

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Family and Medical Leave Act, continued

Leaves for Military Caregivers. continued

Spouses who are both employed by FMCNA may only take a combined total of 26 weeks of FMLA leave during any 12-month period to care for an injured service member. Each spouse, upon return, will be entitled to the balance of the unused 26-week period for other family and medical leave purposes.

Below is an example of FMLA allowances for multiple qualifying reasons:

- 1/1/09: An employee is notified of her husband's impending deployment and requests 2 weeks of leave to arrange for alternative childcare and update legal arrangements.
- 2/1/09: Because of anxiety related to her husband's deployment, the employee requests 2 weeks of leave for counseling.
- 4/6/09: The employee's husband is injured while on deployment, and the employee uses 20 weeks of Military Caregiver leave starting on this date.
- 9/1/09: The employee herself subsequently becomes ill and must request FMLA leave.
- At this point, she is allowed up to 2 weeks of FMLA time for the remainder of her 12-month period starting on 1/1/09.

Duration of Leave

Total leave of absence (including leave time that is designated as FMLA) may generally not exceed 180 calendar days. Employees or managers with employees approaching the 180-day limit should contact his/her local Human Resources representative.

Important: If a leave extends beyond the designated FMLA-allotment the approved extension is considered non-FMLA leave. There are no automatic reinstatement rights associated with non-FMLA leaves.

Note: If FMCNA is aware of an FMLA-qualifying reason for a leave but does not designate the leave as FMLA leave, the employee will be entitled to full FMLA protections for the FMLA-qualifying period of leave before the date of designation.

Intermittent Leaves and Reduced Work Schedules

Employees eligible for FMLA may use approved FMLA time intermittently. Managers may approve a reduced work schedule or restricted duty if the employee makes a reasonable effort to schedule necessary treatments and appointments so as not to disrupt the operation of the department.

Note: If an intermittent leave or reduced work schedule due to a planned medical treatment is too disruptive in the employee's current position, he/she may be temporarily transferred to another position for which he/she is qualified by training and education at the pay and benefits level equivalent to the original position.

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
2		06/23/2021	Page 4 of 9

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Family and Medical Leave Act, continued

How FMLA Time is Counted

The method to determine FMLA eligibility within a 12-month period is based on a rolling 12-month period by counting backwards from the date a current FMLA leave will begin.

Therefore, each time an employee is approved for an FMLA leave, any remaining entitlement is determined by the amount of time taken in the 12 months preceding the current leave.

Example: An employee takes the following FMLA leave for his/her own health condition:

- 2/1/09 – 4 weeks
- 6/1/09 – 4 weeks, and
- 12/1/09 – 4 weeks

In this 10-month period, the employee has taken 12 weeks. Counting back to when the first leave was taken, this employee is not eligible to take any additional time until 2/1/10 under the FMLA.

On 3/1/10, the employee would be eligible to take an additional 4 weeks, because counting back 12 months to 3/1/09 the employee only used 8 weeks and has 4 weeks remaining in the new “rolling” 12-month period.

Notification Requirements - Employee

Employees are expected to provide at least 30 days’ notice to his/her manager if his/her leave is foreseeable.

If employees are unable to provide 30 days prior notice, they must give notice as soon as practicable (within 1 to 2 business days of learning of his/her need for leave). Verbal notice or notice by a third party is adequate and must be followed up with the timely completion of the appropriate paperwork.

Employees must notify the Fresenius Leave Management Office as soon as they are aware of the need for a leave. The Fresenius Leave Management can be reached at 888-820-8202 Monday - Friday, 7:00 am – 8:30 pm Central Time.

Important: Failure to provide required information in a timely manner may result in a delay in the approval of a leave.

Manager’s Role

Managers must refer employees to the Fresenius Leave Management Office as soon as he/she becomes aware of the need for a leave. Managers should not approve a personal leave of absence where an FMLA-qualifying condition occurs.

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
2		06/23/2021	Page 5 of 9

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Family and Medical Leave Act, continued

Notification Requirements - Fresenius Leave Management and Accommodation Office

When an employee requests FMLA leave, or when FMCNA is aware an employee's leave may be for an FMLA-qualifying reason, FMCNA must notify the employee in writing within 5 business days of the employee's eligibility to take FMLA leave, except in the case of extenuating circumstances. .

Required Employee Documentation

Once the Fresenius Leave Management Office has been notified, the employee will receive information regarding his/her leave type, including:

- Employee Rights and Responsibilities Under the Family and Medical Leave Act Notice,
- Certification of Healthcare Provider form,
- Certification of Ability to Return to Work / Fitness for Duty form, and
- Information regarding benefits and pay during a leave.

Important: Receiving the above documents does not mean that an employee's request for leave has been approved.

The employee must complete and return the required documents within 15 business days to the FMCNA Leave Management Office.

If approved, the employee will receive a separate letter from the FMCNA Leave Management Office within 5 business days informing them of the approved leave dates.

Pay While on FMLA Leave

The following time-off programs will be used (as applicable) to compensate employees during a leave of absence:

- Paid time off (PTO),
- Extended sick leave (ESL),
- FMCNA short term disability insurance,
- State disability insurance,
- State short term disability insurance, and
- Worker's compensation.

Where permissible by state law, applicable time off benefits must be exhausted before an employee can be on an unpaid leave of absence. Time off benefits will be paid according to the employee's standard weekly hours.

Employees may be eligible to supplement benefits they are receiving from workers' compensation, short term disability, or state disability programs.

If an employee's combined weekly total disability payment is less than 60% of his or her gross regular pay per week, he or she may use PTO and/or ESL to supplement his/her income up to the standard 60% until time off banks are exhausted.

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
2		06/23/2021	Page 6 of 9

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Family and Medical Leave Act, continued

Pay While on FMLA Leave, continued

Note: Employees who wish to use ESL or PTO to supplement their disability benefits must contact their manager or the Payroll Office to initiate supplementation.

Important: The granting of a FMLA leave of absence should not be interpreted as evidence of, or the date of, disability for purposes of receiving short- or long- term disability benefits.

As is the case with all leaves of absences, employees do not accrue PTO/ESL after the first 14 calendar days of his/her FMLA leave of absence.

Pay While on FMLA Leave - Employees with Company or State STD Benefits

Employees who have STD coverage or who work in Puerto Rico or in states with state disability laws:

- **Must apply for state disability and FMCNA STD benefits if they are eligible.**
- Will be paid accrued unused PTO/ESL for the required 14 calendar day absence necessary before FMCNA STD coverage begins (or other applicable state disability waiting periods), and
- Will stop receiving PTO/ESL payments after the 14 day (or applicable) waiting period if they are eligible to receive disability benefits. Employees whose STD benefit is less than 60% of their gross pay will be eligible to supplement their benefit as noted above.

Note: If an employee has no PTO/ESL time accrued for the 14-calendar day waiting period, he/she will be automatically placed on an unpaid FMLA leave of absence.

Employees who do not have FMCNA STD coverage or who do not work in a state with a state disability plan will be paid accrued PTO/ESL until exhausted (unless superseded by state law) for the duration of approved leave.

Employees exhausting PTO and ESL accruals (or living in states allowing unpaid FMLA without exhaustion of accrual banks) will be placed on an unpaid FMLA leave of absence if and when PTO/ESL is exhausted.

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
2		06/23/2021	Page 7 of 9

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Family and Medical Leave Act, continued

Benefits Continuation

During the FMLA leave, all employee health, dental, vision, short term disability and employee supplemental, dependent and spouse life insurance benefits are covered for the period of the approved LOA provided the employee continues to make his/her contributions.

Employees have the option of:

- Pre-paying for benefits prior to the start of the leave for the duration of the leave, or
- Submitting bi-weekly premium payments.

Employees electing to continue coverage during his/her leave will continue to have the employee portion of his/her benefits withdrawn from any paychecks from FMCNA, such as those paying PTO and ESL hours. Employees not receiving paychecks from FMCNA will be invoiced for the employee portion of his/her benefits.

Coverage may be cancelled if premiums are not paid within 30 days of the due date. FMCNA will notify employees that such premium payments have not been received and the date on which the coverage will cease.

Benefits Continuation – Medical, Dental & Vision

Employees who choose not to continue coverage while on a leave and return **within** their approved FMLA-allotted time may elect to re-enroll in the same medical, dental or vision plans. Employees must contact the Employee Service Center at 855-362-6247 to re-enroll within 30 days of their return-to-work date.

Employees who discontinue their participation in FMCNA's benefits plans and do not return within their approved FMLA-allotted time or do not re-enroll within 30 days of their return-to-work date will not be eligible to re-enroll until the next benefit open enrollment period or if a qualified life event occurs.

Benefits Continuation— STD and Life Insurance

Employees who choose not to continue STD coverage while on a leave and return **within** their approved FMLA-allotted time may elect to re-enroll within 30 days of their return-to-work date.

Employees who discontinue or become ineligible for Employee Supplemental and/or Dependent Life insurance benefits during his/her leave, are eligible to re-enroll and will not be subject to the evidence of insurability if they re-enroll within 30 days of their return-to-work date.

Note: To re-enroll, contact the Employee Service Center at 1-855-362-6247 Monday through Friday 8:30 a.m. to 8 p.m., EST, except holidays.

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
2		06/23/2021	Page 8 of 9

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Family and Medical Leave Act, continued

Reinstatement After an FMLA Leave

Employees returning from FMLA leave will be returned to his or her prior position or an equivalent position with the same:

- Pay,
- Benefits,
- Working conditions,
- Responsibility level and skill requirement, and
- Work site or one nearby.

Note: If an employee's leave is longer than his/her FMLA allotment (such as an FMLA leave supplemented with an approved personal leave), an effort may be made to return the employee to an equivalent position (if a vacancy exists) but is not guaranteed.

Examples:

- If the job has been eliminated due to a layoff, there are no reinstatement rights.
- If there is a reorganization or change in job duties for that position, the employee may not be reinstated.

Return to Work

Employees are expected to return to work following the expiration of an approved Leave of Absence.

Generally, upon return from FMLA, an employee will be restored to their previous or equivalent position with the same pay, benefits, length-of-service credit as of the date of leave.

Employees who fail to return to work following the expiration of an approved Leave of Absence may be subject to Corrective Action, up to and including termination of employment and/or will be considered to have resigned without notice from the Company.

COBRA

Employees who fail or choose not to return to work from a Leave of Absence will be given the option of continuing his/her medical, dental, vision, flexible spending account benefits for a period of 18 months as required under the COBRA regulation.

Other Documents

General Medical Leave of Absence Policy
Employee Rights & Responsibilities Under the Family and Medical Leave Act Notice

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
2		06/23/2021	Page 9 of 9

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General Medical Leave of Absence ¹

Introduction	The objective of the General Medical Leave of Absence policy is to provide employees who do not meet the eligibility requirements of the Family and Medical Leave Act (FMLA) an opportunity to apply for a General Medical Leave when unable to report to work due to the employee's own illness or injury.
Eligibility	Any Regular Full- or Part-time employee is eligible to apply for a General Medical Leave of Absence. A General Medical Leave of Absence is approved on a case-by case basis by the Fresenius Leave Management Office considering factors such as employment history and business needs.
Duration of Leave	Total leave of absence (including leave time that is designated as FMLA) may generally not exceed 180 calendar days. Employees or managers with employees approaching the 180-day limit should contact their local Human Resources representative.
Employee Notification Requirements	Employees are expected to provide at least 30 days' notice to their location manager if their leave is foreseeable. If an employee is unable to provide 30 days prior notice, he/she must give notice as soon as practicable (within 1 to 2 business days of learning of his/her need for leave). Verbal notice or notice by a third party is adequate, but it must be followed up with the timely completion of the appropriate paperwork. Employees must notify the Fresenius Leave Management Office as soon as they are aware of the need for a leave. The Fresenius Leave Management Office can be reached at 888-820-8202. Warning: Failure to provide required information in a timely manner may result in a delay in the approval of a leave.

Continued on next page

¹ Previously titled **Non-FMLA Medical Leave of Absence**

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
2		06/23/2021	Page 1 of 4

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General Medical Leave of Absence

Required Employee Documentation

Once the Fresenius Leave Management Office has been notified, the employee will receive information regarding their leave request, including:

- Certification of Healthcare Provider form
- Certification of Ability to Return to Work / Fitness for Duty form, and
- Information regarding benefits and pay during a leave.

Important: Receiving a leave packet does not mean that an employee's leave has been approved. If approved, the employee will receive a separate follow-up letter from the Fresenius Leave Management Office informing them of approval and approved leave dates.

Pay While on a General Medical Leave of Absence

All or part of the General Medical Leave may be paid through one or more of the following programs as applicable with FMCNA Time Off Benefit Program:

- Paid Time Off (PTO),
- Extended Sick Leave (ESL),
- FMCNA Short Term Disability Insurance (STD),
- State Disability Insurance,
- State Short Term Disability Insurance, and
- Worker's Compensation.

Applicable time off benefits must be exhausted before an employee can be on an unpaid leave of absence. Time off benefits will be paid according to the employee's regularly scheduled work hours.

Important: The granting of a General Medical Leave of absence should not be interpreted as evidence of, or the date of, disability for purposes of receiving Short- or Long-Term Disability benefits.

Employees do not accrue PTO/ESL time after the first 14-calendar days of their leave of absence.

Employee without disability coverage who do not have FMCNA Short-Term Disability coverage or who do not work in state with State Disability Plans will be:

- paid accrued PTO/ESL until exhausted for duration of approved leave and
- placed on an unpaid leave of absence if and when PTO/ESL is exhausted.

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
2		06/23/2021	Page 2 of 4

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General Medical Leave of Absence

Pay While on a General Medical Leave of Absence (continued)

Employees enrolled in FMCNA short-term disability coverage or who work in Puerto Rico or work in states with state disability plans:

- Must apply for applicable disability benefits to determine eligibility.
- Will be paid accrued unused PTO/ESL for the required waiting period before applicable disability coverage begins. **Note:** If an employee has no PTO/ESL time accrued for the waiting period, the time will be unpaid.
- Can supplement the disability benefit with accrued ESL up to 100% of weekly base pay. **Important:** When topping off disability payments, the actual number of ESL hours an employee may use will vary to ensure receiving as close to 100% of pay as possible. If accrued ESL has been exhausted, employee may supplement the disability benefit with accrued PTO up to 60% of weekly base pay. **Note:** Weekly base pay is determined by standard weekly hours and does not include overtime, on-call pay, or any other type of supplemental compensation, including differentials, commissions, and bonuses.

Benefit Continuation

During the General Medical Leave, all applicable employee health, dental, vision, short term disability and employee supplemental, spouse and dependent life insurance benefits continue, provided the employee continues to pay his/her contributions for the period of the approved leave of absence for a maximum of 6 months following the approved leave start date.

Employees electing to continue coverage during their leave will have the employee portion of their benefits withdrawn from any paychecks from FMCNA, such as payment of PTO and ESL hours. Employees not receiving paychecks from FMCNA will be invoiced for the employee portion of their benefits.

Employees have the option of:

- Pre-paying for benefits prior to the start of the leave for the duration of the leave, or
- Submitting bi-weekly premium payments.

Coverage may be cancelled if premiums are not paid within 30 days of the due date.

Employees who choose not to continue coverage while on a leave may, upon returning to active employment, elect to apply for coverage. The employee must meet the eligibility requirements of each plan.

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
2		06/23/2021	Page 3 of 4

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General Medical Leave of Absence

Benefit Continuation— Short Term Disability and Life Insurance

In order for an employee who discontinues or becomes ineligible for short term disability coverage during the leave, to re-enroll in this plan, he or she will have to wait until the next open enrollment period to elect coverage.

If an employee discontinues or becomes ineligible for the employee supplemental and/or dependent life insurance benefits during their leave, to re-enroll in these plans, he/she must complete a new enrollment form and submit the applicable evidence of insurability applications. The carrier will then determine if they are eligible for this coverage.

For questions about disability and life insurance, the Employee Service Center can be reached at 1-855-FMCNAHR (362-6247) Monday through Friday 8:30 a.m. to 8 p.m., EST, except holidays.

Reinstatement After a Leave of Absence

The granting of a General Medical Leave does not guarantee an offer of re-employment upon expiration of the leave. Reinstatement is contingent upon the availability of the same or comparable position and the needs of the facility at that time.

Note: Reinstatement exceptions are made if mandated by federal or state laws.

Return to Work

Employees are expected to return to work following the expiration of an approved Leave of Absence.

Employees who fail to return to work may be subject to Corrective Action, up to and including termination of employment and/or will be considered to have resigned without notice from the Company.

COBRA

Employees who choose not to return to work from a leave of absence will be given the option of continuing their medical, dental, vision, and flexible spending account benefits for a period of 18 months as required under COBRA.

Related Documents

Family and Medical Leave Act (FMLA) Policy
Extended Sick Leave Policy
Paid Time Off Policy

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
2		06/23/2021	Page 4 of 4

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Military LOA and Reserve Duty

Introduction	This policy is intended to meet the requirements of federal law governing Military Leave of Absences. This law is commonly referred to as USERRA. In some instances, this policy provides more favorable treatment than that prescribed by law. The company reserves the right to amend or modify such aspects of the policy at any time.
Eligibility	Any FMCNA employee paid through the Company's payroll system including regular full-time or part-time, per diem, or temporary status and is voluntarily or involuntarily called to military service is covered by this policy.
Reasons for a Leave	Military Leave of Absence & Reserve Duty may be granted to eligible employees who: • Serve in the Reserves or in the National Guard or • Are called to Active Duty or voluntarily enlists in active duty.
Employee Notification Requirements	When foreseeable, employees are expected to provide 30 days' notice to their supervisor or as soon as they become aware of being called to military service duty. If an employee is unable to provide 30 days prior notice, they should give notice as soon as is practicable. Employees must also notify the Fresenius Leave Management Office at 888-820-8202 Monday - Friday, 7:00 am – 8:30 pm Central Time as soon as they are aware of the need for a leave. Employees applying for leave under this policy will be asked to provide a copy of their military orders or the notice they received from the respective government agency.
Differential Pay - Military Leave of Absence	Regular Full and Regular Part Time employees are eligible to receive differential pay for up to 90 days when voluntarily or involuntarily called to active military service, including the Reserves or National Guard. Differential pay while on Military Leave is the difference between total base military pay (excluding subsistence, quarters, and travel allowances) and the employee's regular straight time base pay (excluding shift differentials or any other type of additional compensation) based on standard weekly hours. Note: Employee must submit their Leave and Earning Statement (LES) for the period of time differential pay is being requested. A salary differential will not be paid if military pay exceeds an employee's normal weekly base pay.

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
1		12/15/2020	Page 1 of 4

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Military LOA and Reserve Duty, Continued

Differential Pay - Reserve Duty Annual Training

Regular Full and Regular Part Time employees required to attend annual Reserve Duty or National Guard military training are eligible to receive differential pay for up to two weeks per calendar year.

Differential pay is the difference between military pay and the employee's regular straight time base pay.

The time off can be consecutive or individual days, not to exceed the employee's standard weekly hours for a two-week period.

Time Off for Physical Exam

Employees who are required to take time off from work for a physical examination for entry into the Armed Forces of the United States shall be paid at their base hourly rate for that time away.

PTO Payout

Employees may receive payment of accrued, unused Paid Time Off (PTO) at any time during a Military Leave of Absence by notifying their supervisor.

Benefits Within First 90 Days

An employee may opt to continue FMCNA medical, dental and vision coverage for up to 90 days by continuing to pay the employee contribution.

For those active duty periods exceeding 30 days, the employee and his/her family are covered immediately under the military for medical benefits.

For those who are called up for less than 30 days, only the reservists receive military coverage. Employees and dependents may choose to remain in the company programs for medical benefits not provided by the military.

Important: Employees who choose to continue their FMCNA medical, dental, and/or vision benefits (up to a maximum of 90 days) once they are on an unpaid status, have the option of:

- (1) pre-paying for their benefits prior to the start of their leave for the duration of the leave or
- (2) submitting premium payments on a bi-weekly basis.

In either case, the amount paid is the normal employee contribution required under the company-sponsored plans.

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
1		12/15/2020	Page 2 of 4

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Military LOA and Reserve Duty, Continued

Benefits Beyond 90 Days

Beyond 90 days COBRA provisions would apply; except that the basic length of continuation coverage under USERRA is 24 months rather than the 18 months COBRA period. The employee on leave must pay his/her full premiums in order for benefits to remain in effect.

Employees who decide to discontinue the company medical or dental plans may re-enroll into the plans, generally without waiting periods or exclusions, if returned to active employment within the required timeframes.

To re-enroll, employees can contact the Employee Service Center at 855-362-6247, M- F, 8:30 AM -8:00 PM, EST

Disability and Life Insurance Benefit

There is no disability or life insurance coverage during the Military Leave of Absence period, and deductions will not be taken.

An employee is automatically reinstated in the disability and life plans when he or she returns to work.

401(k) Benefits

The employee will continue 401(k) contributions while receiving a paycheck unless they suspend contributions.

Upon returning from leave an employee may make up missed contributions to their 401(k) plan.

The company will match these contributions at the rate that would have applied had the employee's employment not been interrupted by military service.

Also, upon re-employment following a Military Leave of Absence, an employee will be credited, under the 401(k) Plan, with vesting service equaling the period of leave.

continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
1		12/15/2020	Page 3 of 4

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Military LOA and Reserve Duty, Continued

Re-Employment Time Periods

An employee on a Military Leave of Absence serving up to 5 years in the military on active duty, whether through voluntary enlistment or draft, must be reinstated to his/her prior position or equivalent position within the same location or one geographically nearby.

After completion of military service, employees must apply for re-employment according the following timeframes:

Length of Military Service	Apply for Re-employment
Up to 30 days	Report to work on the first full regularly scheduled workday after arriving home.
31-180 days	Within 14 days of completion of military service
181 days or more	Within 90 days of completion of military service

These deadlines may be extended for up to 2 years if an employee was hospitalized or is recovering from an illness or injury that occurred during military service.

Re- Employment - Job Considerations

When application for re-employment is made, federal reinstatement rights will apply for up to 5 years after the start of the Military Leave of Absence.

If the employee is still qualified to perform the duties of his or her job:

- He or she will be restored to the job he/she would have attained had he/she not performed military service or a job at a similar grade or equivalent pay rate as such jobs are available.

If an employee is not qualified because of disability sustained during military service or changes in job requirements, but is qualified for other jobs:

- He or she will be offered the job which most closely approximates his or her former job in seniority, status, and equivalent pay rate if such a job is available.

Employees may receive special training, re-training or other accommodations in cases of service-related disability or long period of absence.

Note: Employees may receive special protection from discharge, except when it is for cause.

Important: Human Resources should be consulted in these circumstances.

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
1		12/15/2020	Page 4 of 4

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Paid Caregiver Leave (“PCL”)

Introduction

Paid Caregiver Leave (PCL) provides eligible employees with one week of approved time off with pay to care for an Immediate Family Member experiencing a Serious Health Condition or requiring intermittent treatment for a Serious Health Condition. PCL can be taken continuously or intermittently.

Eligibility

Employees must be:

- In a Regular Full-Time status (30– 40 hours/week) when requesting the leave and
- Actively employed at least 12 continuous months prior to the beginning of the leave.

Note: Service within the prior 12-month period in a Temporary*, Per Diem or Part-Time status will count toward the 12-month requirement.

*Temporary employees are individuals paid through FMCNA payroll and does not include independent contractors or those paid through a 3rd party or external agency.

Employees who are part of a collective bargaining agreement may not be eligible for provisions outlined in this policy and should refer to their Collective Bargaining Agreement for details.

Definitions

Immediate Family Member is an employee’s:

- spouse or domestic partner;
- parent, stepparent or employee’s legal guardian when the employee was a child; or
- child, stepchild or domestic partner’s child.

Note: Immediate Family Member does not include in-laws

Serious Health Condition - an illness, injury, impairment, or physical or mental condition which involves one or more of the following:

- An overnight stay in a hospital or medical care facility.
- Continuing treatment* by a healthcare provider for a condition that prevents an immediate family member from working, attending school or participating in other daily activities.

* Continuing treatment for a Serious Health Condition may be met by a period of incapacity of more than three consecutive days combined with:

- at least two (2) visits to a health care provider,
- one visit to a healthcare provider paired with a regimen of continuing treatment,
- incapacity due to pregnancy, or
- incapacity due to a chronic condition.

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
2		07/27/2021	Page 1 of 3

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Paid Caregiver Leave (“PCL”)

**Qualifying for
PCL**

To qualify for PCL, the employee’s Immediate Family Member must meet the requirements of a Serious Health Condition or continuing treatment for a Serious Health Condition as defined in this policy.

**Requesting
PCL**

Employees requesting a PCL are expected to provide at least 30 days’ notice. If the leave is unforeseeable, employee should notify his/her manager and contact the Fresenius Leave Management Office at 888-820-8202 as soon as is practicable to apply for the leave.

Once the Fresenius Leave Management Office has been notified, the employee will receive information and forms regarding their leave request. Any required information will need to be completed and returned to the Fresenius Leave Management Office by the employee.

After reviewing the required documentation, the Fresenius Leave Management Office will notify the employee if the leave has been approved or denied.

An employee may request PCL for more than one Immediate Family Member within a 12-month period, but total time taken cannot exceed one week of PCL pay in a rolling 12-month period.

**Duration of
PCL**

Employees can receive up one week of PCL determined by the employee’s standard weekly hours.

PCL can be used for continuous or intermittent time off and must be

- taken within the timeframe designated in the Healthcare Provider Certification form, and
- completed twelve months from the date the leave begins.

Time off for PCL does not accrue, roll over or get paid out if not used.

**Pay While on
Approved
Leave**

If approved, eligible employees can receive up to one week of Base Pay. Base Pay is determined by the employee’s standard weekly hours and does not include overtime, on-call pay, or any other type of supplemental compensation, including commissions and bonuses, and will *not* count toward weekly overtime hours.

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
2		07/27/2021	Page 2 of 3

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Paid Caregiver Leave (“PCL”)

Pay While on Approved Leave (continued)

If an employee is eligible for a statutory paid caregiver leave benefit, the Fresenius paid caregiver leave benefit will be reduced whether or not the employee pursues such benefits.

Coordination with other Leave Types

PCL will be concurrent with (at the same time as) any other qualifying leave(s) that have been approved, including FMLA, Personal Leave, and to the extent Paid Sick Leave (PSL) applies.

Note: Employees working in Massachusetts requesting PCL should refer to the MA Paid Family Medical Leave (MA PFML) Policy about coordinating time off with PCL.

After receiving one week of PCL, if additional time off is needed to care for an Immediate Family Member, employees may request up to 40 hours (pro-rated based on standard weekly hours) of Extended Sick Leave (ESL).

In the event of a child’s Serious Health Condition immediately following the birth or placement of a child, the employee may apply for PCL at the conclusion of the Paid Parental Leave.

For any additional approved time off to care for an Immediate Family Member, available, accrued PTO will be used.

Related Documents

FMLA Policy
Paid Time Off Policy
Extended Sick Leave Policy
Paid Sick Leave Policy
MA Paid Family Medical Leave Policy

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
2		07/27/2021	Page 3 of 3

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Paid Donor Leave (PDL)

Introduction

The Paid Donor Leave (PDL) provides eligible employees with six (6) weeks of approved time off with pay for a qualified organ donation or bone marrow transplant procedure, including time to recover.

Eligibility

Employees must be:

- In a Regular Full-Time status (30 – 40 standard weekly hours) and
- Actively employed at least 12 continuous months immediately prior to the beginning of the leave.

Note: Service within the prior 12-month period in a Temporary*, Per Diem or Part-Time status will count toward the 12-month requirement.

*Temporary employees are individuals paid through FMCNA payroll and does not include independent contractors or those paid through a 3rd party or external agency.

Employees who are part of a collective bargaining agreement may not be eligible for provisions outlined in this policy and should refer to their Collective Bargaining Agreement for details.

Definitions

Qualified Donation – donation of a vascularized organ or bone marrow to another individual.

Note: PDL *does not apply* to donation of blood, blood platelets, plasma or time off for preliminary testing as a potential donor.

Requesting a PDL

Employees requesting a PDL are expected to provide at least 30 days' notice. If the leave is unforeseeable, employee should notify his/her manager and contact the Fresenius Leave Management Office at 888-820-8202 as soon as possible to apply for the leave.

Once the Fresenius Leave Management Office has been notified, the employee will receive information and forms regarding their leave request. Any required information will need to be completed and returned to the Fresenius Leave Management Office by the employee.

After reviewing the required documentation, the Fresenius Leave Management Office will notify the employee if the leave has been approved or denied.

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
1	N/A	12/15/2020	Page 1 of 2

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Paid Donor Leave (PDL)

Duration of PDL

Employees can receive up to six (6) weeks of PDL determined by the employee's standard weekly hours

Once approved, PDL must be taken continuously and completed within twelve months following approval of the leave.

Note: Employees are eligible for one PDL in a rolling 12-month period, counted from the *end date* of the previous PDL, if applicable.

Pay While on Approved Leave

If approved, eligible employees can receive up to six (6) weeks of base pay. Base pay is determined by the employee's standard weekly hours and does not include overtime, on-call pay, or any other type of supplemental compensation, including commissions and bonuses, and will *not* count toward weekly overtime hours.

If an employee is eligible for a statutory paid leave benefit (i.e. MA PFML or Paid Sick Leave) the PDL benefit will be reduced whether or not the employee pursues such benefits.

Employees who are eligible for Short Term Disability (STD), will be paid for PDL during the STD waiting period and will receive any remaining PDL pay once the STD period ends.

Once STD begins, employees can supplement the disability benefit with accrued ESL up to 100% of weekly base pay. If accrued ESL has been exhausted, employee may supplement the disability benefit with accrued PTO up to 60% of weekly base pay.

Employees who do not have STD will receive up to six (6) weeks of pay for PDL. For additional approved time off, employees will continue to be paid using accrued PTO and /or ESL, if available.

Coordination with other Leave Types

PDL will be taken concurrently (at the same time as) with any other qualifying leave(s) that has been approved, including FMLA, General Medical or Personal Leave.

Additional time off needed at the completion of the PDL must be requested through the Fresenius Leave Management and Accommodation Office.

To the extent Paid Sick Leave (PSL) applies, time off will run concurrently with the PDL.

Return from Leave Related Documents

Once medically released, employees are expected to return to work. If applicable, reinstatement will be based on federal or state laws.

FMLA Policy

Paid Time Off Policy

Extended Sick Leave Policy

Paid Sick Leave Policy

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
1	N/A	12/15/2020	Page 2 of 2

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Paid Parental Leave (PPL)

Introduction

Paid Parental Leave (PPL) provides eligible employees with up to four weeks of approved time off with pay to bond with their new child(ren) and adjust to their new family situation. PPL is for the birth or placement of a child through adoption, legal guardianship, or foster care.

Eligibility

Employees must be:

- Regular Full-Time (30- 40 hours/week) at the time the leave is requested and
- Actively employed at least 12 continuous months immediately prior to the beginning of the leave. Actively employed includes time spent in a Temporary, Per Diem or Part-Time status and will count toward the 12-month requirement. **Note:** Temporary employees are individuals paid through FMCNA payroll and does not include independent contractors or those paid through a 3rd party or external agency.

Employees who are part of a collective bargaining agreement may not be eligible for provisions outlined in this policy and should refer to their Collective Bargaining Agreement for details.

Employees who have not been continuously employed for 12 months at the time of birth or placement of a child, may become eligible for PPL upon completion of 12 months of service if they are:

- in a regular full-time status at the time of the request *and*
- it has been less than 12 months since the birth or placement of the child

Example of pro-rated eligibility:

5/15/2020 - Employee is hired full-time.

6/1/2020 - Employee's child is born.

5/15/2021 - Employee completes 12 months of service and becomes eligible for PPL.

6/1/2021 - Child turns 12 months old and employee is no longer eligible for PPL.

5/15/2021 -6/1/2021- Employee is eligible for a prorated PPL (2 weeks and 1 day.)

Requesting PPL

Employees requesting a PPL should notify his/her manager with at least 30 days' notice and contact the Fresenius Leave Management Office at 888-820-8202 as soon as practicable to apply for the leave. **Note:** PPL cannot be taken prior to the birth or placement of child.

Once the Fresenius Leave Management Office has been notified, the employee will receive information and forms regarding their leave request. Any required information will need to be completed and returned to the Fresenius Leave Management Office by the employee.

After reviewing the required documentation, the Fresenius Leave Management Office will notify the employee if the leave has been approved or denied.

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
2		06/23/2021	Page 1 of 3

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Paid Parental Leave (PPL)

Duration of PPL & Coordination with other Leave Types

Employees can receive up to 4 four weeks of PPL. If both parents work for the company, each employee is eligible for up to four weeks of PPL. **Note:** The duration of the PPL may be pro-rated based on the requirements in the Eligibility section of this policy.

Once approved, PPL must be:

- taken continuously; and
- commenced within 12 months of the birth or placement of the child.

PPL must be taken concurrently with (at the same time as) FMLA, Paid Sick Leave (PSL) or any other approved statutory leave(s).

If statutory leave(s) are exhausted or the employee is not eligible for a statutory leave, PPL must be requested as a Personal Leave. Personal Leaves are approved at manager discretion based on business needs.

Employees working in Massachusetts requesting PPL should refer to the MA Paid Family Medical Leave (MA PFML) Policy about coordinating time off with PPL.

Employees may contact the Leave Office for information regarding the coordination of any such benefits with PPL.

Allotted time for PPL does not accrue, roll over or get paid out if not used. Only one PPL will be approved in a rolling 12-month period, counted from the *end date* of the previous PPL, if applicable.

Pay While on an Approved Leave

PPL is paid at an employees' base rate of pay. Base pay is determined by the employee's standard weekly hours and does not include overtime, on-call pay, or any other type of supplemental compensation, including commissions and bonuses, and will not count toward weekly overtime hours.

If an employee is eligible for a statutory paid leave benefit (i.e. MA PFML or Paid Sick Leave) the PPL benefit will be reduced whether or not the employee pursues such benefits.

Employees who do not have or are not eligible for Short Term Disability (STD) can receive PPL pay immediately following the birth or placement of a child, if the leave has been approved in advance by the Fresenius Leave Management Office.

Employees eligible for STD should use accrued PTO and ESL during the STD eligibility waiting period and will receive PPL pay once the STD period ends.

While on an approved PPL, employees will:

- continue to maintain and contribute toward existing benefits; and
- continue to accrue PTO and ESL for the first 14 days while on leave. Refer to PTO Policy for treatment of PTO during a leave of absence information.

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
2		06/23/2021	Page 2 of 3

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Paid Parental Leave (PPL)

Continuation of PPL At the completion of the four weeks of PPL, employees may continue to be paid by requesting two weeks of Extended Sick Leave (ESL), provided the employee continues to meet the eligibility requirements outlined in this policy. If requested and approved, use of ESL must immediately follow PPL provided the initial PPL request commenced within 12-months after the birth or adoption of a child.

If both parents work for the company, each employee can request to extend their PPL with accrued ESL for an additional 2 weeks.

Related Documents

- FMLA Policy
- Paid Time Off Policy
- Extended Sick Leave Policy
- Paid Sick Leave Policy
- MA Paid Family Medical Leave Policy

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
2		06/23/2021	Page 3 of 3

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Personal Leave of Absence

Introduction

A Personal Leave of Absence (“Personal LOA”) may be granted for a limited amount of time for an employee to attend to personal matters that are not covered by other company sponsored or legally required leave policies.

Personal Leaves of Absence are approved by the Location Manager on a case-by-case basis considering factors such as business needs, timeliness of the request and employment history.

Important: Employees who are part of a collective bargaining agreement may not be eligible for provisions outlined in this policy and should refer to their Collective Bargaining Agreement for details.

Eligibility

Any regular full- or part-time employee may request a Personal LOA if they have been continuously employed for at least 6 months.

Duration of a Personal Leave

A Personal LOA generally does not exceed 30 calendar days. A Personal LOA extended beyond 30 calendar days may be approved if conditions are identified which were not known when the original leave was granted or to supplement other leave types that have been exhausted. **Important:** Extending a Personal LOA beyond 30 days requires approval by the next level manager and must be discussed with Human Resources.

Note: The total combined time off while on a leave of absence for any reason, including Personal LOA, may generally not exceed 180 calendar days in a rolling 12-month period.

Request and Approval Process

1. Once aware of the need for a Personal LOA, the employee must notify the Fresenius Leave Management Office to initiate a request for a Personal LOA. The Fresenius Leave Management Office can be reached at 888-820-8202.
2. Employees are expected to provide at least 30 days advance notice to their Location Manager when the need for a Personal Leave is foreseeable. If an employee is unable to provide 30 days advance notice, s/he must give notice as soon as possible, but no later than 2 business days of becoming aware of the need for the leave.
3. Once the leave office is made aware of the request, an email notification will be sent to the employee’s manager.
4. The manager will review the request based on the circumstances, business needs, etc. and respond back to the leave office by email as to whether the request for a Personal LOA is approved or denied.
5. The employee will be notified by the leave office regarding the status of the request.

Important: If the request is denied and the employee is already out of work, the employee is expected to return to work as scheduled.

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
1		12/15/2020	Page 1 of 3

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Personal Leave of Absence, Continued

Manager Responsibility

If, at the time of the request for Personal LOA, qualifying conditions exist for FMLA or General Medical Leave, managers should **not** approve the Personal LOA request. Such requests must be referred back to the leave office to be reviewed for eligibility under other qualifying leaves such as FMLA or General Medical Leave.

Pay While on a Personal LOA

A Personal LOA can be paid or unpaid. Employees on an approved Personal LOA will be paid any available, accrued PTO according to their designated scheduled weekly hours in Workday. If PTO is not available or accruals are exhausted at any point during the leave, the time will be unpaid.

Important: Employees may not be on an unpaid Personal Leave if PTO hours are available in their PTO bank.

Employees do not accrue PTO/ESL time while on a Personal LOA.

Benefit Status Health, Dental and Vision

Employees on a paid Personal LOA who have health, dental or vision coverage will have the employee contribution deducted from any paychecks they receive from FMCNA.

Employees on an unpaid Personal LOA who elect to continue health, dental or vision will be responsible for 100% of their total benefit premiums, including both their contribution and the Company's contribution. Employees have the option of:

- Pre-paying for benefits prior to the start of the leave for the duration of the leave, or
- Submitting bi-weekly premium payments.

Employees on a Personal LOA related to their involvement in the RN Tuition Assistance Program may continue their medical, dental and/or vision and will only be responsible for the employee contribution of the premiums.

Employees working in Massachusetts, who are approved for Personal Leave of Absence and MA PFML state leave, may continue their medical, dental and/or vision at the employee rate.

Note: If premiums are not paid within 30 days of the due date, coverage may be canceled, and the employee will have to wait until the next Open Enrollment period to elect coverage.

Employees on an unpaid Personal LOA who choose not to continue coverage may re-enroll online through the eBenefits Self Service site for medical, dental, vision or flexible spending accounts during the next Open Enrollment or if they have a Qualifying Life Event.

Continued on next page

Personal Leave of Absence, Continued

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
1		12/15/2020	Page 2 of 3

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Employees who do not return to work from a Personal LOA will be given the option of continuing their medical, dental and vision benefits for a period of 18 months as required under COBRA.

Once approved for a personal leave, employees who are then approved for a statutory leave must contact the ESC to review whether the 100% benefit premium responsibility is applicable

**Benefit Status
Short Term
Disability (STD)
and Life
Insurance**

Short Term Disability (STD)

Employees on Personal LOA who want to re-enroll in Short Term Disability must wait until the next Open Enrollment period.

Life Insurance

Employees who discontinue or become ineligible for Employee Supplemental and/or Dependent Life insurance benefits during the Personal LOA, can re-enroll through the eBenefits Self Service site within 30 days from the last day of coverage without changes in the effective date of coverage.

If more than 30 days passed since the drop in coverage, the employee must re-enroll in these plans to elect coverage and submit any applicable evidence of insurability applications required for amounts of coverage over the guarantee issue. The carrier will then determine if he/she is eligible for this coverage.

**Reinstatement
After a
Personal LOA**

The granting of a Personal LOA does not guarantee reinstatement to the same position held prior to the leave. Reinstatement is contingent upon the availability of the same or comparable position and the needs of the business at the expiration of the leave.

**Failure to
Return to Work**

Managers must consult with Human Resources if an employee fails to return to work from an approved Personal LOA within 2 working days of the leave expiration date. Based on the circumstances, the employee may be considered to have resigned without notice from the Company.

Resources

The Fresenius Leave Management Office is available to answer questions regarding requests for leaves of absence. The Fresenius Leave Management Office can be reached at 888-820-8202.

The Employee Service Center is available to answer all general questions and can be reached at 1-855-FMCNAHR (362-6247) Monday through Friday 8:30 a.m. to 8 p.m., EST, except holidays.

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
1		12/15/2020	Page 3 of 3

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Workers' Compensation

Introduction The objective of the Workers' Compensation Policy is to cover employees for injuries or illnesses arising out of and in the course and scope of employment.

Definition of Workers' Compensation Arising out of and in the course and scope of employment refers to an activity that has do with and originates in the work, business, trade or profession of the employer and that is performed by an employee while engaged in or about the furtherance of the affairs or business of the employer.

Eligibility Workers' Compensation coverage applies to employees who have injuries arising out of and in the course and scope of employment. This is a no-fault system.

Workers' Compensation Coverage Workers' Compensation Insurance coverage is mandatory/compulsory in all states. CNA Insurance is the carrier for Fresenius Medical Care Holdings, Inc. and its subsidiaries in all states except in five states/territories that are monopolistic and Workers' Compensation Insurance is obtained through the state fund.

Monopolistic States Ohio, Puerto Rico, Washington, Wyoming and North Dakota are monopolistic states meaning that worker's compensation insurance in these states are obtained through a state fund.

Important: The Location Manager is responsible for consulting with senior management to ensure their location is insured under the State Fund.

Workers' Compensation Benefits For employees who have an accepted Workers' Compensation claim, the Insurer or the state pays the employee indemnity (lost wages) and medical benefits pertaining to the claim.

Indemnity benefits are subject to a waiting period and are a percentage of the employee's weekly wage (including overtime). The waiting period and percentage vary by state. Weekly indemnity benefits are subject to a per-week maximum which is determined by the state.

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
1		12/15/2020	Page 1 of 2

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Workers' Compensation, Continued

**Workers'
Compensation
Notification
Requirements**

Injuries in the workplace should be immediately reported to CNA. The preferred method for reporting a workplace injury is on-line reporting at www.cna.com/Fresenius. If access to the internet is not available the CNA Claim Plus Form may be completed and faxed to CNA at 877-329-7752 and to the Fresenius Risk Management department at 781- 699-9736 or emailed to both freseniusNewLoss@cna.com and Fmcclaim@fmc-na.com

Important: Because there can be a delay between reporting a Workers' Compensation claim and the receipt of benefits, employees and managers are encouraged to complete and return all forms as soon as possible.

**Requesting a
Leave of
Absence**

If an employee has been injured at work resulting in lost time, in addition to filing a Workers' Compensation claim for the employee, the manager must initiate a leave through the Fresenius Leave Management Office. This is the only type of leave which the manager must request for the employee.

The Fresenius Management Leave Office can be contacted at 1-866-260-8109, Monday through Friday, 8:00 a.m. and 8:00 p.m. Eastern Standard Time, except holidays or through the Employee Service Center via FMC4ME (under HR Home > Pay and Time Off > Time Off and Leaves > Related Links > Request Manage or Update Leave of Absence).

When appropriate, the Leave Management Office will send all pertinent forms to the employee for immediate completion, including:

- Certification of Health Care Provider Form
 - Certification of Ability to Return to Work Form
-

Manager's Role

Managers are strongly encouraged to refer to the Leave of Absence Management Reference Guide for their responsibilities and appropriate procedures surrounding Workers' Compensation.

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
1		12/15/2020	Page 2 of 2

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Workers' Compensation, Continued

PTO/ESL, Short Term Disability (STD) and Long Term Disability (LTD)

FMCNA wants to ensure there is no interruption with salary payments owed to the employee. Because there are delays before actually receiving Workers' Compensation, accrued but unused PTO or ESL may be used to cover all hours of absence or the employee may apply for STD if enrolled and/or State Disability benefits if applicable or LTD benefits.

Once the workers' compensation benefits are received, PTO/ESL will be reinstated based on the value of reimbursement from the insurance carrier. If STD or LTD benefits are received, the employee is obligated to reimburse the STD or LTD insurance carrier, if approved for Worker's Compensation.

Employees do not accrue PTO/ESL time while receiving Worker's Compensation benefits.

Note: The employee may contact the Corporate Health, Safety & Risk Management department if he/she has questions regarding their Worker's Compensation benefits and the Employee Service Center (ESC) if they have questions regarding their disability benefits.

Worker's Compensation Benefit Limitations

If the worker's compensation benefit is less than 60% of the employee's gross weekly salary, the employee may supplement ESL/PTO/STD/LTD to obtain 60% of his/her gross weekly pay.

Medical Treatment Provider

The Workers' Compensation statutes of each state govern who may choose a medical provider for treatment of an injured employee. Depending on the statute, the choice of a medical provider may be made by the employee, the employer or the state agency overseeing the Workers' Compensation System.

Note: If you are not sure which party, i.e. employee, employer or state, controls the provider choice, call your CNA adjuster or the FMCNA Health, Safety & Risk Management department for guidance.

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
1		12/15/2020	Page 3 of 2

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Workers' Compensation, Continued

Medical Treatments and Bills

All medical treatments with the exception of the initial treatment need to be authorized by the insurance company. If the treatment is not authorized, the injured employee may be held responsible for any charges incurred.

There are exceptions to these provisions; please contact the Corporate Health, Safety & Risk Management department if there are any questions.

Medical bills should be sent directly to the local CNA office or, if you are operating in a monopolistic state/territory, the State Workers' Compensation Fund or the Third Party Administrator.

Return to Work/ Modified Duty

The highlights of the FMCNA's Return to Work Program are:

- If the employee is unable to return to his/her regular job, every effort should be made to return the injured employee to a modified job within the facility or a reasonable geographic area.
- **Important:** Contact the Health, Safety, Environmental Affairs, Engineering, Security, and Risk Management Department to discuss the Modified Duty Program.
- The injured employee should be advised that modified work or light duty is a temporary assignment and may be discontinued due to the business needs of the organization.
- If the restrictions cannot be accommodated, the Location Manager should contact the Health, Safety, Environmental Affairs, Engineering, Security, and Risk Management Department.

Note: An injured employee cannot be returned to modified work/light duty until the manager has been provided with a copy of the injured worker's restrictions as outlined by the medical provider. If the restrictions are illegible or unclear the Location Manager should contact the provider's office for clarification.

Continued on next page

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
1		12/15/2020	Page 4 of 2

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Workers' Compensation, Continued

**Other HR Policy
and Governing
Agency Cross
References**

- Leave of Absence Employee Reference Guide
- Family Medical Leave Act Policy
- Non-FMLA Medical Leave Policy
- Authorization for Release of Information (Worker's Compensation)
- CNA Claim Plus Loss Processing Form
- HIPAA Compliant Medical Release Form
- Modified Duty Letter

Note: the CNA Claim and Medical Release forms are available on the Intranet under the Health, Safety, Environmental Affairs, Engineering, Security, and Risk Management area. Leave of Absence Employee Reference Guide is available on the Employee Service Center under the Time Off and Leaves section.

VERSION	REPLACES POLICY DATED:	EFFECTIVE DATE	
1		12/15/2020	Page 5 of 2

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