AGREEMENT

BY AND BETWEEN

FRESENIUS MEDICAL CARE OF MONTANA, LLC
d/b/a FRESENIUS MEDICAL CARE BOZEMAN

AND

THE MONTANA NURSES ASSOCIATION

DATES:

JUNE 1, 2018 through MAY 31, 2021
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>PREAMBLE</td>
<td>1</td>
</tr>
<tr>
<td>I RECOGNITION</td>
<td>1</td>
</tr>
<tr>
<td>II EMPLOYEE STATUS</td>
<td>1</td>
</tr>
<tr>
<td>III EMPLOYEE REPRESENTATION/AGENCY SHOP</td>
<td>2</td>
</tr>
<tr>
<td>IV DUES CHECK OFF</td>
<td>2</td>
</tr>
<tr>
<td>V UNION VISITATION</td>
<td>3</td>
</tr>
<tr>
<td>VI MANAGEMENT RIGHTS</td>
<td>4</td>
</tr>
<tr>
<td>VII PROBATIONARY PERIOD</td>
<td>5</td>
</tr>
<tr>
<td>VIII DISCIPLINE AND DISCHARGE</td>
<td>5</td>
</tr>
<tr>
<td>IX SENIORITY</td>
<td>6</td>
</tr>
<tr>
<td>X HOURS OF WORK</td>
<td>7</td>
</tr>
<tr>
<td>XI PERFORMANCE OF BARGAINING UNIT WORK</td>
<td>9</td>
</tr>
<tr>
<td>XII LOW CENSUS</td>
<td>9</td>
</tr>
<tr>
<td>XIII FILLING VACANCIES</td>
<td>10</td>
</tr>
<tr>
<td>XIV ON CALL</td>
<td>10</td>
</tr>
<tr>
<td>XV COMPENSATION</td>
<td>11</td>
</tr>
<tr>
<td>XVI BENEFITS</td>
<td>11</td>
</tr>
<tr>
<td>XVII PAID TIME OFF</td>
<td>11</td>
</tr>
<tr>
<td>XVIII EXTENDED SICK LEAVE</td>
<td>12</td>
</tr>
<tr>
<td>XIX BEREAVEMENT</td>
<td>12</td>
</tr>
<tr>
<td>XX JURY DUTY AND NATIONAL GUARD DUTY</td>
<td>13</td>
</tr>
</tbody>
</table>
XXI LEAVES OF ABSENCE ................................................................. 13
XXII GRIEVANCE AND ARBITRATION PROCEDURES ...................... 13
XXIII POLICIES ........................................................................ 15
XXIV EXPOSURE TO INFECTIOUS DISEASE ................................... 15
XXV EXHAUSTION RELIEF .............................................................. 15
XXVI PROFESSIONAL RIGHTS AND RESPONSIBILITIES ............... 15
XXVII EMPLOYER REQUIRED TESTIMONY ..................................... 16
XXVIII PERFORMANCE EVALUATIONS ......................................... 16
XXIX HARASSMENT ...................................................................... 16
XXX ATTENDANCE AND ABSENTEEISM ....................................... 17
XXXI SUBSTANCE ABUSE ............................................................... 17
XXXII STRIKES AND LOCKOUTS .................................................. 17
XXXIII SEVERABILITY .................................................................. 17
XXXIV MINIMUMS ....................................................................... 18
XXXV DURATION .......................................................................... 18
APPENDIX A ............................................................................... 19
APPENDIX B .............................................................................. 20
APPENDIX C ............................................................................... 22
PREAMBLE

This Agreement (the “Agreement”) is made by and between Fresenius Medical Care of Montana, LLC d/b/a Fresenius Medical Care Bozeman, located at 937 Highland Blvd., Suite 5100, Bozeman, MT 59715 or at any address to where this unit relocates during the pendency of this Agreement (hereinafter the “Employer” or “Company”) and the Montana Nurses Association (MNA) (hereinafter the “Association” or the “Union”).

ARTICLE I - RECOGNITION

Section 1: The Employer recognizes 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 those regular full-time, regular part-time, part-time and per diem registered nurses of the Employer (hereinafter referred to as either “Employees” or “Employee”) for whom the Union was certified as the collective bargaining representative, excluding temporary nurses, directors, managers, supervisors, Employees not involved in direct patient care, coordinators, guards and exempt Employees as excluded by the act and all other positions excluded by the National Labor Relations Act.

Section 2: Employees may have a Union representative present for disciplinary meetings. Union shall designate an officer or steward for such purpose.

ARTICLE II - EMPLOYEE STATUS

Section 1: Types of Employees

A. Regular Full-Time - A regular full-time Employee is an Employee regularly scheduled to work at least thirty-six (36) hours per work week.

B. Regular Part-Time - A regular part-time Employee is an Employee regularly scheduled to work less than thirty-six (36) hours per work week but at least twenty (20) or more hours per work week.

C. Part-Time - A part-time Employee is an Employee regularly scheduled to work less than twenty (20) hours per work week.

D. Per Diem - A Per Diem Employee is an Employee employed to provide supplemental staffing for sick calls, scheduled vacations and at other times when additional staffing is needed by the Employer, as determined by the Employer. A Per Diem Nurse is not regularly scheduled, not classified as either full time or part time, and is not scheduled for standard weekly hours. Nothing in this article requires the Employer to employ or schedule Per Diem Employees.
E. Temporary - A temporary Employee may have a fixed start date and end date with the Company and may be hired or contracted by any resource.

Section 2: Temporary Employees may be used on a full-time or part-time basis, provided they do not displace an Employee.

ARTICLE III - EMPLOYEE REPRESENTATION/AGENCY SHOP

Any present or future nurse who is not an Association member and who does not make application for membership within thirty (30) days of hire or thirty days (30) from the signing of this contract shall, whichever is later, as a condition of employment, pay to the Association, a representation fee in an amount lawfully determined by the Association. The representation fee shall be equal or less than the regular monthly Association dues. Nurses who fail to comply with this requirement shall be discharged by the Company within 30 days after written notice to the Company from the Association. The Association agrees to indemnify and hold the Company harmless against any and all claims, suits, orders or judgments brought or issued against the Company as a result of any action taken by the Company under the provisions of this section.

ARTICLE IV - DUES CHECK OFF

Section 1: During the term of the Agreement and to the extent permitted by applicable federal and state law, the Employer shall deduct an Employee’s regular union dues or fees, as certified by the Union, from the Employee’s biweekly net earnings, provided the Employer timely receives from each Employee individually signed dues check-off authorization forms in accordance with applicable law. To the extent that there is any conflict between the Union’s form and the terms of this Article, the terms of this Article shall control. All monies deducted under the provisions of this Article shall be remitted to the Union within thirty (30) business days after the second of the biweekly pay periods in each calendar month. The Employer’s only obligation under this Article is to deduct union dues in accordance with an Employee’s written authorization and place such monies in the U.S. mail or by electronic transfer.

Section 2: The Union will notify the Employer, in writing, of any changes in the amount of any Employee’s authorized deductions.

Section 3: The Employer shall be relieved from making the above deductions upon an Employee’s termination of employment, lay-off from work, unpaid leave of absence, transfer to a position outside of the bargaining unit or written revocation of the authorization to make such deductions. The Employer shall resume the deductions upon an Employee’s return to work from layoff or a leave of absence provided that the applicable authorization has not been revoked in writing by the Employee.

Section 4: The Employer shall not be required to make the above deductions from any Employee’s paycheck in the event that an Employee’s net biweekly earnings are less than the amount of such deductions.
Section 5: The Employer shall not be responsible for the payment of any delinquent dues or fees. The Employer shall not be liable for the remittance or payment of any monetary sum to the Union other than to place the amounts actually deducted from the Employees’ net earnings in the U.S. mail or to send such amounts by electronic transfer. The Employer shall have no responsibility for the collection of initiation fees, special assessments or any other deductions requested by the Union.

Section 6: Except as provided in Article III of the Agreement, an Employee’s unwillingness to sign, execute or revoke a written authorization for union dues deductions; an Employee’s failure or refusal to make any union dues or other financial payments that may be due to the Union; or an Employee’s membership in the Union or unwillingness to join or remain a member of the Union, shall not affect the Employee’s terms and conditions of employment with the Employer.

Section 7: The Company will provide the Union with the name, address, and contact information of each newly hired Employee or an RN who transfers into the bargaining unit within ten (10) days of his or her hire date or transfer date. The Company will provide the Union with the name of a terminated Employee or an Employee who transfers out of the bargaining unit within ten (10) days of his or her termination date or transfer date. The Company will provide the Union with a list of all Employees covered under the Agreement including complete address; phone number; date of hire as a bargaining unit nurse; FTE status and rate of pay semiannually; additionally, the Employer will provide the Union with a list of all Employees covered under the Agreement including complete address; phone number; date of hire as a bargaining unit nurse; FTE status and rate of pay upon request when the Union is required to send notice of Union elections or other notifications as required by law.

ARTICLE V - UNION VISITATION

Section 1: As long as the activity is not in conflict with National Labor Relations Act Section 7, Employees shall not engage in any union activity during work time or during the work time of the intended recipient of any solicitation or distribution or in work areas. Employees and Union Representatives are subject to the Employer’s Solicitation and Distribution in the Workplace Policy as it may be amended from time to time within the discretion of the Employer; the current such policy attached hereto as Appendix C. If the policy changes, the Employer, upon its receipt, will provide the Employees and the Union with the new policy before it takes effect.

Section 2: A non-Employee representative of the Union may be admitted to the Employer’s facility at reasonable times during work hours to conduct union-related business. Any such visit to the Employer’s premises must be approved by the Employer and scheduled in advance with at least twenty-four (24) hours advance notice and such approval shall not be unreasonably denied. Any such visit must be conducted so as to not interrupt Employee work schedules or disrupt the Employer’s operations. The Union representative accessing the Employer’s premises must
comply with all rules and regulations of the Employer. The Union representative must check in at the Employer.

Section 3: The Association, acting through the Employee’s Local Unit, may use available rooms at Employer’s facilities for Association meetings. Requests for the use of meeting room shall be made in advance; such requests shall not be unreasonably denied.

Section 4: The Employer shall permit the Union to hang a bulletin board, supplied by the Union, at the Employer, for the posting of official notices or bulletins concerning official Union business affecting the Employees’ terms or conditions of employment. The bulletin board shall not be any larger than 24 x 36 inches, and located in the Employee locker room or the break room, upon mutual agreement of the parties. Such notices or bulletins may be posted there only by the Union, by or through its authorized and designated officers and representatives and may not be posted in any other location or place on the Employer’s property.

Section 5: No notice, bulletin or other writing posted by or on behalf of the Union on its designated bulletin board shall be defamatory toward or disparaging of the Employer, its services, or any of its officers, managers, supervisors, Employees, affiliates, patients, families or visitors. Copies of all such notices, at the time of posting, shall be submitted to the Clinical Manager, or in the alternative, the Area Manager or Director of Operations, as applicable.

Section 6: The Employer may require the Union to remove any material which it determines violates Section five (5) of this Article. If the Union fails to promptly comply, the Employer may itself remove the material.

ARTICLE VI - MANAGEMENT RIGHTS

Section 1: The management of the business, including the right to plan, determine, direct and control operations and hours; the right to study and introduce new operational methods, facilities and products; the right to direct and control the work force, including the determination of its size and composition, the scheduling and assignment of work and also including the right to hire, assign, demote, promote, to contract out or subcontract work, to elect to perform such business or operations through subcontractors and transfer, to layoff or reduce the hours of work because of lack of work, to discipline, suspend or discharge for proper cause; and to establish and maintain reasonable rules and regulations covering the operation, a violation of which shall be among the causes for discipline or discharge, is vested in the Employer; provided, however, that these rights shall be exercised with due regard for the rights of the Employees. The listing of specific rights in this Agreement is not intended to be, nor shall it be considered restrictive of or a waiver of any rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past.

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 Company may introduce a revision in the method or methods of operation which will produce a change in job duties or functions and a reduction in personnel. Nothing in this Agreement shall prevent the implementation of any program whether or not the implementation of such program results in a reduction of the work force; provided, however, that nothing in this Article relieves the Employer from bargaining with the Union concerning the impact of such a program.

Section 4: The Company shall provide notice of changes to policies and procedures to Employees via Company email accounts.

ARTICLE VII - PROBATIONARY PERIOD

Section 1: The initial ninety (90) calendar days of a new regular full time and regular part time and part time and per diem Employee’s employment shall be considered to be a probationary period, excluding any calendar days missed for illness or other reasons. All such missed calendar days shall be added to and will extend the Employee’s probationary period. The Employer may, in its discretion, extend the probationary period for an additional thirty (30) calendar days post the initial ninety (90) calendar day probationary period, to more fully evaluate an Employee’s performance and will provide notice to the Union of the extension.

Section 2: During an Employee’s probationary period 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 the probationary period shall not be subject to or reviewable under the Grievance and Arbitration provisions of this Agreement.

ARTICLE VIII - DISCIPLINE AND DISCHARGE

Section 1: No Employee will be discharged, suspended or disciplined without just cause. The Employer 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 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 justifying immediate discharge or skipping one or more of the steps of progressive discipline.

ARTICLE IX - SENIORITY

Section 1: Seniority shall mean the length of continuous active employment by the Employee with the Employer and shall be measured from the Employee’s date of hire into a bargaining unit position by the Employer. If an Employee takes a position out of the bargaining unit, the Employee’s seniority will be frozen during the time the Employee is out of the bargaining unit and will resume upon re-entry into the bargaining unit. If more than one Employee has the same service date, then the method of determining the senior Employee shall be to compare each Employee’s birth month and the Employee with a birth month earlier in the calendar year shall be the more senior Employee. If there is a tie breaker regarding birth month, the birth day shall be used in determining seniority. The Employee with the earlier date in the month shall be more senior.

Section 2: One seniority list for the Employees shall be kept by the Employer.

Section 3: In the event it becomes necessary to lay-off Employees, the Employer shall conduct the lay-off in the following order: volunteers, Temporary, and then Part-Time, Regular Part-Time and Regular Full-Time Employees in the reverse order of seniority. Nurses on lay-off may be offered Per Diem positions. During a period of lay-off, the Employer will not contract with Temporary Employees or utilize Traveling Agency nurses, Temporary nurses or nurses not covered by this Agreement. Per Diem nurse(s) will not be used to fill the FTE of the laid off nurse.

Section 4: In the event of a layoff, the Employer will give written notice to the affected Employee(s) and the Union at least two (2) weeks prior to the affected Employee’s or Employees’ final day of employment or pay in lieu thereof.

Section 5: If there is a need to hire for a bargaining unit position during a layoff, the Employer will recall nurses in order of seniority, recalling first Regular Full-Time Employees, followed by Regular Part-Time and then Part-Time Employees for the position then available.
Section 6: Seniority rights shall be lost and an Employee’s employment with Employer shall end for any of the following reasons:

(a) An Employee resigns, quits, or retires;

(b) An Employee who has been laid off, who does not accept, or is unable to accept an offer of employment within two (2) calendar days, and who does not report to work from recall within fourteen (14) calendar days after the Employee has been notified in writing, by telephone, telecopy, hand delivery, overnight mail or registered mail to return to work. It shall be the responsibility of the Employee to keep the Employer advised of his/her current mailing address;

(c) An Employee is discharged; or

(d) An Employee is on layoff in excess of six (6) months.

ARTICLE X - HOURS OF WORK

Section 1: The work week will consist of seven (7) consecutive twenty-four 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 2: Any number of actual hours worked in excess of forty (40) hours per work week shall be considered as overtime hours. Overtime at the rate of one and one half (1 1/2) times the regular rate of pay shall be paid to Employees for all hours worked in excess of forty (40) hours in a work week.

Section 3: Each Employee must timely report to work by his/her scheduled start time and be prepared to commence work at the start of the Employee’s shift. No Employee may punch in at the time clock earlier than seven (7) minutes prior to the start of the Employee’s work time. No Employees may start work prior to the scheduled starting time of his/her shift unless extenuating clinic conditions exist. Employee must note on timecard exemption report as to the extenuating conditions. Such notation is subject to management review. No Employee may punch out at the time clock prior to the end of the Employee’s work time. Employees should not leave work early unless authorized to do so. Generally, Employees are expected to complete their work by the end of their shift.

Section 4: Both the Company and the Union recognize the importance of reporting an absence or late report as soon as possible to optimize success of finding a replacement Employee. When an Employee is unable to report for work at his or her regularly scheduled starting time, such Employee must make every reasonable effort to give his or her supervisor, or designee, as much advance notice as possible. Eight (8) or more hours or prior calendar day notice is preferred, except in extenuating circumstances but in no instance less than two (2) hours’ notice of his or her inability to report.
Section 5: The Employer retains the sole discretion to establish the work schedule, reestablish or modify the work week, the number of hours that an Employee is regularly scheduled to work each work day, and the times that Employees are regularly scheduled for breaks during the work day, as more fully described in the Management Rights Article of this Agreement.

The Employer will develop the schedule and or the scheduling template according to staffing and patient care needs. With Employer approval and oversight, the Employees may prepare a self-scheduled draft using the Employer’s template. Schedules will be posted two (2) weeks prior to the first day of the new schedule. Schedules shall be for a minimum of six (6) weeks in duration.

The Employees currently work twelve (12) hour shifts. If the Employer, in its sole discretion, determines to change the length of the work shift, the Employer will ask for volunteers and if an insufficient number of Employees volunteer, the Employer shall assign Employees in the reverse order of seniority. The Employer shall provide the Union notice and the opportunity to meet and confer concerning permanent changes in the work schedules. This Section does not limit the Employer’s right to change the length of the work shift for all Employees.

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 or be on-call more often than every other weekend unless mutually agreed, or the needs of the business dictate otherwise.

Section 7: The Employees must request days off prior to the posting of the schedule in accordance with the Paid Time Off, Article XVII herein. If the Employee wishes to change his or her posted schedule, the Employee must arrange to have another Employee who is fully qualified fill the shift and must obtain his or her Clinical Manager or designee’s approval of such change. Once the schedule is posted, changes must be made in writing only with mutual consent of the Employee and the Employer.

Section 8: Although Employees are scheduled in accordance with their standard weekly hours, the Employer does not guarantee any minimum number of hours of work per work day, work week or per year for Employees covered by this Agreement. The Employer retains the sole discretion to require an Employee to not work, to arrive later than the Employee’s regular start time, and/or leave prior to the end of the Employee’s regular end time on any work day based on business needs. If Employees are sent home before the end of their scheduled shift Employees will be paid only for hours actually worked.

Section 9: There shall be no pyramiding of overtime.

Section 10: The Employer shall use reasonable efforts to provide Employees with two (2) hour advance notification of the need to work overtime, unless legitimate business circumstances prevent such advance notice.

Section 11: In the event that the Employer requires additional shifts to be worked by the bargaining unit Employees, then it shall assign as set forth herein. Initially, the Employer will
seek volunteers for the additional shifts and award them on a first come first serve basis. In the event that an insufficient number of Employees have volunteered to satisfy the need, then the Employer may assign Employees to work the additional shifts on a mandatory rotating basis in reverse order of seniority, as equitably as possible. Failure to work overtime when required is subject to discipline by the Employer. The Employer reserves the right to select or deny Employees overtime.

Section 12: Employees shall receive one (1) paid fifteen (15) minute break period for each four (4) hours worked when working conditions allow. If working conditions do not allow, the Employee may take his or her break(s) later in the shift. The parties recognize the importance of being relieved of duties for breaks and every effort shall be made to assure rest breaks are provided.

Section 13: Employees may take a thirty (30) minute unpaid meal period. The parties recognize the importance of being relieved of duties for meal periods and every effort shall be made to assure meal periods are provided. In the event an Employee is unable to take his or her meal period due to patient care or other operational needs, with prior management approval, the Employee will be compensated and will be responsible for canceling his or her meal deduction in accordance with the applicable timekeeping procedure.

The scheduling of rest and meal periods is within the discretion of the Employer.

Section 14: An Employee will not be scheduled to work a split shift unless mutually agreed to by the Employee and the Employer.

ARTICLE XI - PERFORMANCE OF BARGAINING UNIT WORK

Employees or subcontractors excluded from the Agreement shall not displace an Employee performing bargaining unit work, however, they may provide assistance to meet patient care deadlines, assist with training and orientation of new Employees, cover bargaining unit Employees for meal periods and breaks, work shifts related to unexpected absences, emergencies or other intermittent work.

ARTICLE XII - LOW CENSUS

Section 1: At the time the schedule is posted, a low census calendar mirroring the schedule time period shall also be posted. The Employees who volunteer for low census hours will indicate their desire on the low census calendar.

Section 2: If the Employer needs to temporarily reduce staffing on a particular shift, the Clinical Manager, or in the alternative, the Area Manager or Director of Operations, as applicable, shall consult the low census calendar for volunteers. Voluntary low census days shall be distributed as equitably as reasonably possible among the volunteer Employees.
Section 3: If there are insufficient volunteer Employees for low census hours, the Clinical Manager, or in the alternative, the Area Manager or Director of Operations, as applicable, will assign an Employee or Employees to be off work. Employees who are scheduled to work more than 40 hours for the week will be designed low census first. Additional assignments shall be rotated in reverse order of seniority. Probationary Employees in training are not subject to low census.

Section 4: Low census is assigned in 4-hour increments. An Employee on low census may be contacted to return to work after 4 hours if the operational needs of the clinic require it.

ARTICLE XIII - FILLING VACANCIES

Section 1: In the event there are vacancies to be filled and the candidates for the vacant position(s) are internal, and provided that merit and ability are substantially equal, seniority will be the deciding factor in awarding the position(s).

Section 2: Nurse positions which are available for recruitment shall be posted in the clinic at least seven (7) calendar days prior to the application deadline. Postings will also occur on the Company website. Qualified internal candidates will be considered before external candidates.

ARTICLE XIV - ON CALL

Employees assigned the responsibility of being available to be called to work during a specified period, will be designated as on-call. On-call coverage may include coverage of in-center, inpatient, and/or home therapy, based upon the special qualifications of the on-call Employee and the needs of the business.

On call is defined as the hours when there is not a regularly scheduled shift or Employee to cover in-center, inpatient, and/or home therapy. If the Employer requests that an Employee begin on-call coverage during hours when there are regularly scheduled shifts, that Employee will be compensated at the on-call rate as set forth in Appendix B.

The Clinical Manager, or the Area Manager or their designee, shall determine the number of on-call shifts required for each schedule. The call shifts shall be divided equitably as possible amongst all Employees eligible for call.

The Employer will develop the on-call schedule and/or the on-call scheduling template according to staffing and patient care needs. With Employer approval and oversight, the Employees may prepare a self-scheduled on-call draft using the Employer’s template. After the Employer approved schedule is posted, Employees shall take responsibility for call shifts on a rotating basis based on seniority. As new Employees become eligible for call, such Employees shall be added to the bottom of the rotation list. In the event new Employees have the same eligibility date, birth dates shall be used to determine placement on the rotation list as per Article IX Seniority. In the event an insufficient number of Employees have taken responsibility for on-call
shifts to satisfy the on-call need, then the Employer may assign Employees to be on-call on a
mandatory rotating basis in reverse order of seniority, as equitably as possible. Once scheduled,
failure to be on-call when required is subject to discipline by the Employer.

Once an Employee is scheduled to be on-call, such an on-call shift may be cancelled by the
Company in its discretion, with two (2) hours notice.

When Employees are on-call back status, the time to report back to the unit is two (2) hours.

ARTICLE XV - COMPENSATION

Compensation is outlined in Appendix A.

Differentials are outlined in Appendix B.

ARTICLE XVI - BENEFITS

Section 1: The Employer agrees to offer the Employees covered by the Agreement the same
medical, dental, vision, life, short term disability and long-term disability insurance programs as
it offers to other FMCNA Employees, as well as any other Employee benefit program it offers to
other FMCNA Employees, on the same basis and to the same extent.

The Employer may, in its discretion, make such changes in the programs (including but not
limited to the type and amount of benefits, qualifications and the amount of Employee
contributions) as may from time to time be .considered prudent by the Employer.

Section 2: In the event an Employee is granted a personal or medical leave of absence, the
Employee is only eligible to receive benefits under the conditions set forth in Article XXI
(Leaves of Absence) herein.

Section 3: 401(K) PLAN. The Employees are eligible to participate in the Employer’s
401(k) Plan, as may be modified from time to time in its sole discretion, consistent with the
Employer’s policy.

ARTICLE XVII - PAID TIME OFF

Section 1: POLICY STATEMENT

The Paid Time Off (PTO) program recognizes the varying needs of Employees to receive time
off based on individual preferences and circumstances. Paid Time Off allows Employees greater
flexibility in determining when and how time off benefits may be used. Employees may draw
from the Paid Time Off bank for vacation, holiday, short-term illness, and personal time off
needs.
Section 2: ELIGIBILITY

All regular full-time and regular part-time Employees whose standard weekly hours are twenty (20) or more per week are eligible for PTO. New Employees will be eligible to accrue and use PTO after the longer of the completion of their probationary period or three (3) months of employment.

Section 3: GENERAL PROVISIONS

Scheduled PTO requests must be submitted no earlier than sixty (60) days and no later than 4 weeks before the schedule begins. PTO requests will be approved or denied in writing no later than 2 weeks after submission. Except as provided herein, the Employees are subject to the Employer’s PTO policy on the same basis and to the same extent as is applied to other FMCNA Employees and as it may be amended from time to time within the discretion of the Employer; the current Paid Time Off Program Policy is attached hereto in Appendix C. If the policy changes, the Employer, upon receipt, will notify the Employees before the changes take effect.

ARTICLE XVIII - EXTENDED SICK LEAVE

Section 1: POLICY STATEMENT

Extended Sick Leave (ESL) enables Employees to receive pay during extended absences due to their own personal injury or illness.

Section 2: ELIGIBILITY

All regular full-time and regular part-time Employees whose standard weekly hours are twenty (20) or more are eligible for ESL. New Employees will be eligible to accrue and use ESL after the completion of their probationary period. NewEmployees will begin to accrue ESL the first full pay period after the completion of any three (3) months of consistent eligible employment based on their standard weekly hours and length of service.

Section 3: GENERAL PROVISIONS

The Employees are subject to the Employer’s ESL Policy on the same basis and to the same extent as is applied to other FMCNA Employees and as it may be amended from time to time within the discretion of the Employer; the current Extended Sick Leave Program Policy is attached hereto in Appendix C. If the policy changes, the Employer upon receipt, will notify the Employees before the changes take effect.

ARTICLE XIX - BEREAVEMENT

Section 1: Bereavement Time provides for time off with pay to minimize the loss of income when an Employee is absent from work due to a death in the immediate family. “Immediate
family” is defined as the Employee’s spouse, domestic partner, child, parent, brother, sister, grandparents, and grandchildren. Step and in-law relations as well as legal guardian relationships of the Employee are also considered immediate family. Approval for bereavement leave for other significant relationships will be considered on a case-by-case basis.

Section 2: Except as provided herein, the Employees are subject to the Employer’s Bereavement Time Policy on the same basis and to the same extent as is applied to other FMCNA Employees and as it may be amended from time to time within the discretion of the Employer; the current such policy attached hereto in Appendix C. If the policy changes, the Employer, upon receipt, will notify the Employees before the changes take effect.

ARTICLE XX - JURY DUTY AND NATIONAL GUARD DUTY

The Employees are subject to the Employers’ Jury Duty and the Employer’s Military LOA and Reserve Duty 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 in Appendix C. If the policy changes, the Employer upon receipt, will notify the Employees before the changes take effect.

ARTICLE XXI - LEAVES OF ABSENCE

The Employees are subject to the Employers’ 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 Family and Medical Leave Act Policy, Non-FMLA Medical Leave of -Absence Policy, Personal Leave of Absence Policy and Military LOA and Reserve Duties Policy are attached hereto in Appendix C. If these policies change, the Employer, upon receipt, will notify the Employees before the changes take effect.

ARTICLE XXII - GRIEVANCE AND ARBITRATION PROCEDURES

Section 1: A grievance under this Article is defined as a complaint by either the Employer or the Union that a specific Article or Section of this Agreement has been violated. A grievant shall have the right to have a Union representative present during each step of the grievance process. Grievances shall be processed as follows:

Step 1: Within fourteen (14) calendar days of the occurrence of a grievance, the Employee shall meet with the Clinical Manager, or designee, to discuss the grievance. An earnest effort should be made to settle the grievance informally between the aggrieved Employee and his/her immediate supervisor. If such meeting does not result in resolution of the grievance, the Clinical Manager, or designee, shall have fourteen (14) calendar days after the date of the meeting to issue a written response to the grievance.
**Step 2:** If the grievance is not resolved informally at Step #1, the grievant or the Union shall have fourteen (14) calendar days from the date of the immediate supervisor’s response to present the grievance in writing to the Director of Operations or Area Manager, as applicable. The written grievance must contain a description of the grievance. The Director of Operations, or designee, shall have fourteen (14) calendar days from the date a written grievance is submitted within which to issue a written response to the grievance.

**Step 3:** If the grievance is not resolved at Step #2, the grievant or the Union shall have fourteen (14) business days from the date of the Director of Operations’ response to submit a written grievance to the Regional Vice President, or designee. The Regional Vice President, or designee, shall have fourteen (14) calendar days to issue a written response to the grievance.

Section 2: In the event the parties are unable to resolve a grievance pursuant to the foregoing procedure, either party may, within fourteen (14) calendar days of the Step #3 decision, request that the issue be submitted to mediation in an effort to avoid arbitration. Mediation shall be non-binding, unless the parties mutually agree to resolution of the grievance at mediation, in which event the grievance will be resolved. The parties shall request a mediator from the Federal Mediation and Conciliation Service.

Section 3: An Employee shall comply with all instructions and perform all duties, when and as instructed, even though he or she may feel aggrieved provided that the Employee’s or patient’s health and safety are not placed in serious peril.

If the grievance is not resolved at mediation, either party shall have fourteen (14) calendar days from the date of mediation to submit a written request to the other to advance the grievance to arbitration and must set forth the exact issue(s) to be submitted to arbitration. The Employer and the Union shall select a disinterested third party to serve as arbitrator. In the event the parties are unable to agree upon an arbitrator, they shall request the Federal Mediation and Conciliation Service to submit a list of the names of seven (7) arbitrators and the parties shall alternately strike names from the list until one remains, and that person shall be the arbitrator. The first strike shall be determined by a coin flip.

The arbitrator shall have no authority to add to, or subtract from, or modify any of the terms of this Agreement. The arbitrator shall not have any authority to substitute his/her discretion for management’s discretion. The arbitrator also shall have no power to establish contract language, wage rates, job classifications, or fringe benefits. The decision of the arbitrator shall be final and binding upon the parties and the Employee. The cost of the arbitrator shall be borne equally by the parties. Each party shall bear the fees and expenses associated with presenting their case to mediation or the arbitrator. In the event one of the parties wants a transcript of the arbitration hearing, the party requesting the transcript shall pay the cost. If the other party wishes a copy of the transcript, the cost of the transcript shall be shared equally.

Section 4: Grievances resolved at any step of the grievance procedure will not be regarded as setting precedent for future interpretation of this Agreement. Any grievance may be moved to a
more advanced step of the grievance procedure by mutual agreement of the parties. If the Union fails to meet any of the timeliness requirements set forth in this Article, the grievance shall be deemed forever waived. If the Employer fails to meet any of the timeliness requirements of this Article, the Union may proceed to the next step of the grievance process. Timelines under this Article may be extended by mutual agreement of the parties, which shall not be unreasonably withheld.

ARTICLE XXIII - POLICIES

As it pertains to performance, the Employer will furnish the Employees with all clinical policies, procedures and information required for the Employees to correctly perform their duties. All Employees are required to follow the Company’s clinical policies and procedures as they are subject to change from time to time within the sole discretion of the Employer.

ARTICLE XXIV - EXPOSURE TO INFECTIOUS DISEASE

An Employee who is exposed to an infectious disease will be referred to the appropriate provider. If the Employee is required to leave during the shift where the Employee was exposed to seek treatment, the Employee will be compensated at the Employee’s base hourly rate for the time spent seeking such treatment, up to a maximum of four (4) hours.

No Employee will be subject to mandatory vaccines or immunizations by the Employer. The parties acknowledge there may be circumstances where a third party may require the Employees to be vaccinated in order to work at the third party’s facility. Failure to comply with this requirement shall subject the Employee to corrective action, up to and including discharge.

ARTICLE XXV - EXHAUSTION RELIEF

If an Employee, while working on a scheduled shift, reaches a point of exhaustion related to performing work for the Employer and the Employee using his/her professional judgment believes safety in the work environment is compromised, the Employee shall notify the Clinical Manager who shall make reasonable efforts to designate relief or relieve the Employee. The Clinical Manager has the discretion to designate as a “scheduled/excused absence” any time off that occurs when an Employee leaves his or her scheduled shift due to exhaustion as specified in this Article.

ARTICLE XXVI - PROFESSIONAL RIGHTS AND RESPONSIBILITIES

Section 1: The practice of nursing at the Employer shall comply with applicable laws governing nursing practice. The Employer will not require an Employee to function in a position or perform tasks that the nurse has not been oriented to perform.
Section 2: Employees must attend mandatory in-services/trainings as directed by the Employer. Employees on approved leave are exempt from attending in-services/trainings/meetings while on leave though will be required to complete trainings at a later date. The Employer shall notice Employees of mandatory in-services/trainings/staff meetings one (1) calendar month before the training date.

Section 3: Staff meetings will be held regularly. Fifty percent (50%) of staff meetings per year are mandatory as determined by management. The Employees are required to attend half of the remaining fifty percent (50%) of meetings per year. Employees are required to review meeting minutes after posting. The Employer will make every reasonable effort to notice the Employees of non-mandatory meetings with as much advance notice as possible.

ARTICLE XXVII - EMPLOYER REQUIRED TESTIMONY

Employees called to testify in court shall receive their applicable wages for all time spent in court and in preparation by the Employer’s counsel. The testimony must be on behalf of the Employer or requested by the Employer.

ARTICLE XXVIII - PERFORMANCE EVALUATIONS

Towards the completion of the introductory employment, probationary Employees may receive an assessment of performance up to that point.

Performance evaluations provide Employees and managers the opportunity to discuss the Employees performance in the previous year and to set goals for the future. Non-Probationary Employees shall receive a performance evaluation annually.

ARTICLE XXIX - HARASSMENT

The Employer strives to provide a work environment free from all forms of discrimination and harassment, and expects Employees to treat each other in a respectful and professional manner consistent with our values.

The Employer will not tolerate harassment under any circumstances. Harassment includes verbal or physical behavior that creates an intimidating, hostile or offensive work environment for another Employee. Employees are subject to the Company policies regarding Equal Employment Opportunity, Harassment, Sexual Harassment, Reporting Sexual Harassment & Other Harassment and Problem Review and Response Procedure Policy 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 Equal Employment Opportunity Policy, Harassment Policy, Sexual Harassment Policy, Reporting Sexual Harassment and Other Harassment policy and Problem Review and Response Procedure Policy are attached hereto in
Appendix C. If these policies change, the Employer, upon receipt, will notify the Employees before the changes take effect.

ARTICLE XXX - ATTENDANCE AND ABSENTEEISM

The Employees are subject to the Employer’s Attendance and Tardiness policy on the same basis and to the extent as is applied to other FMCNA Employees and as it may be amended from time to time within the discretion of the Employer. The current policy is attached hereto as Appendix C. If the policy changes, the Employer will notify the Employees before the changes take effect. The Employer shall administer the terms of the policy uniformly among Employees.

ARTICLE XXXI - SUBSTANCE ABUSE

The Employees are subject to the Employer’s Drug and Alcohol Free Workplace policy on the same basis and to the same extent as is applied to other FMCNA Employees and as it may be amended from time to time within the discretion of the Employer. The current policy is attached hereto as Appendix C. If the policy changes, the Employer will notify the Employees before the changes take effect.

ARTICLE XXXII - STRIKES AND LOCKOUTS

Section 1: There will be no strikes, lockouts, work slowdowns, or work stoppages during the term of this Agreement. Violation of this Article may result in the immediate discharge of the Employee committing such violation. An Employee discharged for violating this Article shall not be allowed to use the grievance process regarding the discharge.

Section 2: In the event of conduct by an Employee prohibited by this Article, the Union shall, after notification by the Employer of such conduct:

(a) Promptly and publicly (both verbally and in writing) disavow the prohibited conduct; and

(b) Promptly and publicly notify (both verbally and in writing) all Employees involved in such conduct that they are violating the Union’s Agreement with the Employer.

ARTICLE XXXIII - 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.
ARTICLE XXXIV - MINIMUMS

The terms of this Agreement are intended to cover only minimums in wages, hours, working conditions and other Employee benefits. The Employer may place superior wages, hours, working conditions and other Employee benefits in effect, after notification to the Association and may reduce the same to minimums herein prescribed, after notification to the Association without the consent of the Association. This provision shall apply to wages, hours and working conditions and other Employee benefits that have been uniformly granted to all Employees in the bargaining unit.

ARTICLE XXXV - DURATION

The Agreement shall become effective as of 12:01 a.m. June 1, 2018, and shall remain in full force and effect until 12:00 p.m. midnight on the 31st day of May 2021; and shall renew itself without change from year to year thereafter, unless written notice of termination or desire to modify is given at least ninety (90) calendar days prior to the expiration date of the Agreement, or any succeeding yearly term, by either of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives have executed this Agreement on this ____ day of _______________, 2018.

FRESENIUS MEDICAL CARE OF MONTANA, LLC
d/b/a FRESENIUS MEDICAL CARE BOZEMAN

_________________________________

_________________________________

MONTANA NURSES ASSOCIATION
APPENDIX A

The following hourly wage rate minimums and maximums shall apply for the duration of the Agreement.

No Employee shall suffer a reduction in base wage as a result of this Agreement.

Existing Employees’ base hourly rate shall not be less than newly hired Employees with comparable or less experience.

<table>
<thead>
<tr>
<th>Position</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Nurse</td>
<td>$26.76</td>
<td>$39.22</td>
</tr>
<tr>
<td>In Patient RN</td>
<td>$27.73</td>
<td>$41.46</td>
</tr>
<tr>
<td>Home Therapy RN</td>
<td>$27.31</td>
<td>$41.46</td>
</tr>
</tbody>
</table>

Year 1: Effective June 3, 2018, assuming ratification occurs no later than June 1st, all RNs will receive a 5% increase.

Year 2: Effective June 1, 2019, all RNs will receive a 3% increase.

Year 3: Effective June 1, 2020, all RNs will receive a 2% increase.
APPENDIX B

**Charge Nurse Differential:** Employees designated by their Clinical Manager, or designee, to serve as a Charge Nurse on a specific shift shall receive an hourly differential of $2.00 per hour for each hour worked in that capacity.

**Evening Shift Differential:** Employees who work between the hours of 5:00 p.m. to 10:59 p.m. will receive an evening shift differential of $2.00 per hour for each hour worked during that time.

**Night Shift Differential:** Employees who work between the hours of 11:00 p.m. to 6 a.m. will receive a night shift differential of $4.00 per hour for each hour worked during that period of time. Night shift differential does not apply to regularly scheduled dayshifts that commence prior to 6 a.m. or end after 11:00 p.m.

**Inpatient Differential:** Employees who are required to float to an inpatient facility to perform dialysis care during their shift will receive $2.50 per hour for all hours worked at the inpatient facility.

**Float Differential:** Employees who are required to float to a clinic outside Bozeman to perform dialysis care will receive a 10% float shift differential for all hours worked at the clinic and while traveling to and from the assignment.

**Certification Pay:** Employees who possess a valid certification by NNCC in Nephrology Nursing shall receive certification pay of $2.00 per hour, which will be added to their base rate of pay. Certification Pay will become effective the first day of the pay period following the Employee’s submission of proof of certification to the Employer.

**Preceptor Pay:** Employees who precept shall receive $1.00 per hour for each hour precepting. The Employer has the discretion to determine which Employee(s) shall precept.

**Weekend Shift Differential:** Employees who work between the hours of 12:00 a.m. Saturday to 11:59 p.m. Sunday will receive a weekend shift differential of $2.50 per hour.

**On-Call Pay:** The on-call pay rate is $5.00 per hour while on-call for each hour worked during that time.

**Call Back Pay:**

Employees who are on-call and who are recalled by the Employer shall be paid at one and one-half times their base hourly wage for all hours worked while re-called.

If an Employee who is on-call receives a call to provide home therapy support and/or inpatient support, but does not have to return to work to provide such support, the Employee must record all time worked in this capacity and the time worked will be added to the total hours worked for that day and paid an additional $5.00 per hour.
**Call Back Minimum:** Employees will be paid a minimum of 2 hours when recalled by the Employer from an on-call status.

**Extra Shift Differential:** Employees who work an unscheduled shift will receive $3.00 per hour for all hours worked during the unscheduled shift.

**Shift Extension:** Employees who are required to work for more than two hours past their scheduled end of shift, shall be paid a shift extension differential of $5.00 per hour for all hours worked beyond the end of their regularly scheduled shift. Such extensions require prior approval of management.

**Reporting Pay:** Employees who report to work and are sent home due to the clinic being non-operational (example-water system failure, electrical failure etc.) or due to a lack of work shall be paid 2 hours minimum. The Employer will endeavor to keep the Employees on duty if the clinic is non-operational.

**Low Census:** At management discretion based on the needs of the business, Employees placed on low census, may be classified as either “low census on-call” or “low census no recall,” and shall be given reasonable advance notice based on the needs of the business while the Employees are on duty. If the Employees have not yet reported to work, they shall be given at least two (2) hours’ notice of the low census designated or pay in lieu thereof.

If designated as “low census on-call,” the Employee shall be on-call for a four-hour period following the time of low census and shall receive on-call pay during this period when they are on-call but not working. If recalled, the Employee must report to work within one hour and will be paid for all hours worked thereafter at an additional $5.00 per hour. Low census on-call will not be used to create split shifts.

If designated as “low census no recall,” the Employee will not be recalled and is under no obligation to report back to work during that shift, nor will the Employee be paid on-call pay.

When both “low census on-call” and “low census no-recall” are needed, the affected Employees will be permitted to collaboratively determine which Employee will assume which designation of low census. The Employer and Employee agree that Employees will use their best and positive efforts to agree as to the determination among themselves. If it appears to the Employer that it has been made otherwise, that is not best efforts or not positive, the Employer may make the determination regarding the low census designation and document that decision. If the Employees are unable to determine who shall take which designation, the Employer shall assign the low census in a rotating equitable fashion.
POLICY STATEMENT:
Each employee has an important role and responsibility in the overall operation of the location and for the care we provide to our patients. Regular attendance and punctuality are essential for providing efficient and quality patient care.

APPLIES TO:
All employees are expected to adhere to this policy and are subject to the corrective action process for excessive occurrences of absenteeism and/or tardiness. Excessive absenteeism/tardiness will also have a negative impact on an employee’s performance evaluation.

DEFINITIONS:
SCHEDULED/EXCUSED ABSENCE - A request for Paid Time Off must be submitted and approved 48 hours or more in advance of the requested period off. This type of absence is classified as Scheduled Paid Time Off (PTO).

UNSCHEDULED/UNEXCUSED ABSENCE - A request that is not submitted within 48 hours will be considered unscheduled time off. A physician's note may be required for unscheduled absences at the discretion of the Location Manager. This note does not necessarily excuse the absence. A pattern of excessive absences, with or without a physician's note, may result in corrective action. This type of absence is classified as Unscheduled Paid Time Off (PTO).

OCCURRENCE: - An unscheduled absence of one day or consecutive days will be considered as one occurrence of absenteeism. If an employee is absent more than one day, he/she is required to contact his/her supervisor each additional day that he/she will be absent. A physician's note is required for absences which exceed 24 consecutive ESL hours (which is comprised of 24 PTO hours and 24 ESL hours, generally 6 days) and may also be required for anything less than that at the discretion of the Location Manager.

TARDINESS: - All employees are expected to be at their assigned work location at the start of their shift. Therefore, employees who are not at their work station at the scheduled start time of their shift will be considered tardy.

CALL IN PROCEDURE:
Employees who are absent or tardy are required to notify their supervisor, or Location Manager, prior to the start of their scheduled shift. Employees are expected to give as much notice as possible, with at least one hour of notice before the start of their shift. This will help insure that arrangements for coverage can be made.

An employee who fails to report for work and fails to notify his/her supervisor on a scheduled day will be subject to the corrective action process. An employee with absences of 2 or more consecutive days, without notifying the supervisor, is considered to have voluntarily quit and is subject to termination pending an investigation.
GENERAL PROVISIONS:
The following guidelines define the standards for attendance and tardiness.

Approved leaves of absence, including absences covered under the Family and Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), Worker’s Compensation, or individual state laws, will not result in or count toward corrective action under this policy.

For example, leave may be permitted when a qualified employee has a disability within the meaning of the ADA, and requests and receives leave as a reasonable accommodation. Leave or schedule modifications approved and granted as a reasonable accommodation under the ADA will not be counted as occurrences under this policy, and will not result in corrective action.

The time frame used to record unscheduled absences and tardiness will be for a 12 month period. This time period will be measured from the current date back to the previous 12 months.

Trends and patterns should be noted, for example:
- an employee who frequently calls in sick on Mondays, Fridays, before or after a holiday.
- an employee who has many occurrences of unscheduled absences or tardiness within a short time frame.

These types of issues may result in corrective action prior to the standard guideline of 7 occurrences or greater as outlined in this policy.

Occurrences of absenteeism and tardiness will be added together to determine the need for corrective action and will have a negative result on the performance evaluation.

<table>
<thead>
<tr>
<th>Occurrences</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 1 absence/tardiness</td>
<td>Excellent</td>
</tr>
<tr>
<td>2 - 3 absences/tardiness</td>
<td>Good</td>
</tr>
<tr>
<td>4 - 5 absences/tardiness</td>
<td>Satisfactory</td>
</tr>
<tr>
<td>6 - 7 absences/tardiness</td>
<td>Needs Improvement</td>
</tr>
<tr>
<td>Greater than 7 absences/tardiness</td>
<td>Unsatisfactory</td>
</tr>
</tbody>
</table>

PROCEDURE:
An employee who has reached the "Needs Improvement" level of absenteeism or tardiness will be subject to the corrective action process. Management discretion for extenuating circumstances will be allowed in the decision making process to determine appropriate disciplinary action.

Depending on the nature and severity of the infraction, steps in the corrective action process may occur. Corrective action for absenteeism/tardiness should be combined with the corrective action process for the same or other policy infractions (see Corrective Action & Performance Improvement Plans Policy COR-HR-0-0-003-102A).
RESPONSIBILITY:
Supervisors should discuss verbal and written warnings with the Location Manager prior to discussion with the employee.

Disciplinary suspensions should be discussed and approved by the Area Manager or Director of Operations, except when an incident is being investigated and the suspension is an immediate Investigatory Suspension.

All matters relating to the potential discharge of any employee should be reviewed with the Regional Vice President. Prior to a discharge, the Human Resources Department should be notified.

Staff members of the Human Resources Department are available to advise and assist supervisors in the process of corrective action issues.
Bereavement Time

Introduction

This policy provides for time off with pay to minimize the loss of income when an employee is absent from work due to a death in the immediate family.

Eligibility

All regular full and part time employees are eligible for a maximum of three consecutive calendar days of bereavement pay for absences due to a death in the immediate family. Only scheduled work days within the three-day period will be paid.

Definition: Immediate Family

“Immediate family” is defined as the employee’s spouse, domestic partner, child, parent, brother, sister, grandparents, and grandchildren. Step and in-law relations as well as legal guardian relationships of the employee are also considered immediate family. Approval for bereavement leave for other significant relationships will be considered on a case-by-case basis.

Pay for Bereavement Time

Pay for bereavement leave will be at the employee’s regular base hourly rate, exclusive of differentials or premiums.

Regular employees will only be paid for hours scheduled during the three consecutive-day period.

Example: An employee is scheduled to work Monday, Wednesday, and Friday with bereavement beginning on Monday. The employee will be eligible for bereavement pay for Monday and Wednesday only.

An additional paid bereavement day may be granted when an employee must travel outside the United States due to a death in his or her immediate family.

Note: Employees not actively working (e.g., on LOA including FMLA, Disability, Workers’ Compensation) will not be eligible for this benefit.

Continued on next page
Bereavement Time, continued

**Additional Time**

Employees requesting time off in excess of the allowed bereavement leave may use PTO, vacation, or time without pay with approval from their manager.

**Documentation**

At their discretion, managers may ask for proof of the death, such as a copy of the death certificate or obituary notice.
Drug and Alcohol Free Workplace

Section 1 - Statement of Purpose

Introduction

Fresenius Medical Care North America (referred to herein as the “Company” or “FMCNA”) is firmly committed to ensuring a safe, healthy, productive and efficient work environment for employees, patients, and the public in general. As such the Company has a vital interest in preventing accidents and injuries resulting from the unlawful or improper presence or use of drugs or alcohol in the workplace. For these reasons, the Company has established the following Drug and Alcohol Free Workplace Policy (the “Policy”). Drug and alcohol testing is an integral part of the Policy.

Compliance with the Policy is required as a condition of continued employment with the Company.

Application of the Policy

The Policy applies to all applicants and employees, including those in a per diem or temporary status and excluding employees in the State of Maine who should refer to the Maine Employee Substance Abuse Testing Policy.

FMCNA employees who are subject to and covered by the Department of Transportation’s (“DOT”) regulations and drug testing programs are not covered by the Policy, except when performing non-DOT duties. Employees working in a position subject to the DOT regulations are covered by the Controlled Substances and Alcohol Use and Testing Policy as well as the Recordable Accident and Post-Accident Drug and Alcohol Testing Requirements which can be found on FMC4ME in the Employee Health and Safety section.

It is FMCNA’s intention for the Policy to apply to all FMCNA employees regardless of union status. FMCNA recognizes, however, that the terms of a specific collective bargaining agreement may alter the provisions of the Policy.

Definitions

Safety-sensitive - employees who could injure or seriously harm themselves or others if they performed their job duties while under the influence of drugs or alcohol. Safety-sensitive employees include, but are not limited to the following: employees with direct patient care responsibilities, pharmacists, employees who operate vehicles or power equipment including forklifts, and employees directly involved in the manufacture of the Company’s products.

Shy bladder - inability to provide an adequate amount of urine needed to perform required drug test.

Non-negative test result - a drug test result that is positive due to either the presence of a prescription or illegal drug, a dilute specimen, out of range temperature, or an invalid reading.

Medical Review Officer (MRO) – a licensed physician who has knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate lab test results.

Continued on next page
Drug and Alcohol Free Workplace, Continued

Section 2 – Prohibited Conduct

Prohibited Conduct Concerning Alcohol and Drugs

Responsible, professional, business-like behavior is expected of all employees at all times. Inappropriate, unprofessional behavior associated with drugs or alcohol consumption will subject employees to corrective action, up to and including termination from employment.

The following list of conduct by employees is prohibited.

Drugs & Alcohol:

1. Consuming alcohol at any time during an employee’s workday. This includes, but is not limited to, while an employee is on or off the premises of the Company, as well as during the employee’s meal and other break periods.

   Exception: This prohibition does not include the authorized and reasonable consumption of alcohol by an employee of legal drinking age at functions or activities sponsored by the Company or a client. However, safety-sensitive employees may not consume alcohol at such functions or activities and then report for work.

2. Reporting for work or remaining on duty after the employee has consumed alcohol in any amount that adversely affects the employee’s job performance.

3. Consuming alcohol within the eight-hour period immediately following a work-related accident (as defined in the Post Accident Drug & Alcohol Testing section) or until the employee has submitted to a post-accident alcohol test, whichever comes first.

4. Engaging in any illegal or unauthorized use of drugs at any time while on or off-duty. This includes, but is not limited to, while an employee is on or off the premises of the Company, as well as during the employee’s meal and other break periods.

5. Using or possessing “recreational marijuana” or “medical marijuana” in the workplace. All employees are prohibited from being under the influence of marijuana while at work.

6. Employees who use recreational marijuana while off-duty in states where it is legal may test non-negative on a drug test required under this policy. Non-negative test results will not be excused by the “recreational” use of marijuana.

7. Employees who use “medical marijuana” in states where it is legal must report this use to their supervisor or Human Resources, as described below, so that the Company may analyze the potential safety risk. The Company will comply with applicable state laws with regard to the use of “medical marijuana” to the extent that those laws impose any obligations on employers.

8. Stealing and/or using medications belonging to patients.

Continued on next page
Drug and Alcohol Free Workplace, Continued

Section 2 – Prohibited Conduct, continued

Prohibited Conduct Concerning Alcohol and Drugs (continued)

9. Engaging in the unlawful or unauthorized manufacture, distribution, dispensation, solicitation, sale, purchase, transfer or possession of drugs or alcohol while on Company-paid time, on Company premises, in Company vehicles, or while otherwise engaged in activities for or on behalf of the Company. Exception: This prohibition does not include the authorized distribution, dispensation, solicitation, sale, purchase, transfer or possession of alcohol at Company sponsored functions or activities.

10. An employee’s illegal conduct involving drugs or alcohol during non-work times may also result in discipline, up to and including discharge.

Prescription or over-the-counter medications:

1. This prohibition does not prevent employees in safety-sensitive positions from using prescription or over-the-counter medications as long as the medications:
   a. have been lawfully prescribed to, or obtained by, the employee;
   b. are being used by the employee in accordance with the prescription’s guidelines (if applicable); and

2. Before reporting to work under the influence of such medication, the employee must inquire whether the drug manufacturer or the employee's physician warns against driving, operating machinery or performing other work-related safety-sensitive tasks (e.g., direct patient care).

3. If such warnings exist, the employee taking the medication must inform his or her manager of such restrictions before reporting to work under the influence of such substances. The employee should not identify the medication(s) being used or the reason for its use.

4. The Company will evaluate and respond to any warnings or restrictions on a case-by-case basis. Responses may include, among other things, temporary job reassignment or modifications, a request for additional medical documentation and consultation, and/or an instruction that the employee not work until the restriction is removed.

5. Employees who use “medical marijuana” in states where it is legal must report this use to their supervisor or Human Resources, so that the Company may analyze the potential safety risk. The Company will comply with applicable state laws with regard to the use of “medical marijuana” to the extent that those laws impose any obligations on employers.

6. Any employee reporting to work in a safety-sensitive position without first advising the Company about warnings accompanying lawfully prescribed or obtained medications will be subject to disciplinary action up to and including possible termination of employment. An employee’s lack of knowledge concerning such warnings due to failure to make appropriate inquiries will not excuse a violation of this rule.

Continued on next page
Drug and Alcohol Free Workplace, Continued

Section 2 – Prohibited Conduct, continued

Prohibited Conduct Concerning Alcohol and Drugs (continued)

Testing:

1. Refusal to submit to any drug or alcohol test that is required under the Policy. This includes tests which employees agree to take in conjunction with rehabilitation provided under the Responsibility to Report Section; Self Identifying a Substance Abuse Problem. (For details concerning what conduct will constitute a refusal to submit to a test, refer to the section on Refusal to Submit to a Test).

2. Failing to communicate or respond to the Company or its medical review officer once results of the drug and/or alcohol test are made available.

3. Testing non-negative on any drug or alcohol test required under the Policy.

Section 3 – Refusal to Submit to a Test

Refusal to Submit to a Test

An applicant or employee who engages in any of the following conduct will be considered to have refused to submit to a test:

1. refusing or failing to appear for any substance abuse test within a specified time, as determined by the Company, after being directed to do so by the Company;
2. failing to sign an authorization form permitting the release of the drug and/or alcohol test result to the Company;
3. failing to remain at the testing site until the testing process is complete;
4. failing to provide a urine, blood, breath or saliva specimen for testing;
5. failing to attempt to provide a urine, breath or saliva specimen for testing;
6. failing to provide a sufficient amount of urine or breath when directed, without an adequate medical explanation;
7. refusing to drink fluids as directed;
8. failing to provide a new urine specimen;
9. failing or declining to take a second drug or alcohol test that the Company or collector has directed to be taken;
10. failing to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process (refer to section 8a), or as directed by the Company as part of the “shy bladder” procedures, or the insufficient breath procedures;
11. adulterating or substituting a urine specimen, or attempting to adulterate or substitute a urine specimen;
12. in the case of a directly observed or monitored collection in a drug test, failing to permit the observation or monitoring of the provision of a urine specimen (unless prohibited by law);
13. refusing or failing to notify the Company promptly if the employee was involved in a work-related accident (as defined in Post-Accident Drug and Alcohol Testing Section of the Policy), without a valid excuse; or,

Continued on next page
Drug and Alcohol Free Workplace, Continued

Refusal to Submit to a Test (continued)

14. failing to cooperate with any part of the testing process such as delaying the collection, testing or verification process or otherwise engaging in conduct that clearly obstructs or manipulates, or attempts to obstruct or manipulate, the testing process.

Section 4 – Consequences for Policy Violations

Consequences for Policy Violations

An employee’s violation of the Policy will be considered as gross and willful misconduct. Applicants and employees who violate the Policy are subject to the following consequences:

1. Refusal to Submit: Although applicants and employees have a right to refuse to submit to a test, applicants who refuse to submit to a test will be ineligible for hire. Employees who refuse to submit to a test when requested will be terminated from employment. Refer to Refusal to Submit, Section 3 of the Policy for a description of the conduct which will be considered as a refusal to submit to a test.

2. Applicants with Non-Negative Test Results: Any applicant who receives a verified non-negative drug test result will not be eligible for employment with the Company. The Company’s decision shall be based only on the results of the drug test.

3. Employees with Non-Negative Test Results: Any employee who receives a verified non-negative drug test result or an alcohol test result of 0.01 or greater will be terminated, except for employees employed in Iowa (for non-negative alcohol test results), Vermont (for non-negative drug test results), Minnesota, or Rhode Island.

4. Employees with Non-Negative Test Results in Iowa, Vermont, Minnesota, and Rhode Island: Employees who receive:
   - an alcohol test result of 0.04 or greater in Iowa,
   - a verified non-negative drug test result in Vermont, or
   - a verified non-negative drug test result or an alcohol test result of 0.01 or greater in Minnesota or Rhode Island,

   will be suspended and may be subject to discipline, up to and including termination, except as follows:

If an employee in Iowa, Vermont, Minnesota, and Rhode Island has not violated the Policy previously and agrees to rehabilitation, then the employee will not be terminated and will be given an opportunity to sign and comply with the Company’s “Last Chance” Agreement. The “Last Chance” Agreement provides an employee with the opportunity to be evaluated for a drug problem by a substance abuse professional and, if determined to be necessary by the evaluating substance abuse professional, to participate in a counseling, treatment or rehabilitation program, whichever is determined to be more appropriate by the substance abuse professional. Unless covered through the employee’s medical plan, the cost of the evaluation and any counseling, treatment or rehabilitation will be paid at the employee’s own expense.

Continued on next page
Consequences for Policy Violations, continued

The employee also may be subject to return-to-duty drug testing, and follow-up testing, as recommended by the substance abuse professional, and as permitted by applicable law.

However, an employee who tests non-negative for the first time will be terminated, if he or she:

(i) refuses to sign the “Last Chance” Agreement;
(ii) refuses or fails to be evaluated by a substance abuse professional;
(iii) refuses to participate in the counseling, treatment or rehabilitation program recommended by the substance abuse professional, or
(iv) fails to successfully complete the program, as evidenced by, for example, the employee’s withdrawal from the program before its completion, or by a non-negative test result during or after the completion of the program.

Any employee, who, after entering into a “Last Chance” Agreement, receives a verified non-negative drug test or a confirmed alcohol test of 0.01 or greater, or greater than 0.04 in Iowa, will be terminated from employment.

5. Consumption of food or food-products containing or made from hemp or hemp products or other substances may cause an applicant or employee to test non-negative. A non-negative test result due to an employee’s consumption of products containing hemp or other substances will be reported as a non-negative test result.

6. Fitness for Duty Evaluation: Whenever an employee is required to submit to a Reasonable Suspicion test and receives a negative test result, the Company may require the employee to submit to a fitness for duty evaluation prior to returning to work and will be paid by the Company. Managers should consult with Human Resources prior to requesting a fitness-for-duty evaluation.

The purpose of the evaluation is to determine whether the employee poses a significant risk of substantial harm to the health and safety of themselves or others in the workplace, including patients. The evaluation may include a review of the employee’s medical records and/or a medical examination. Employees will be required to provide the necessary authorizations for obtaining the medical records and conducting the examination. Depending upon the results of the evaluation, the Company will consider whether the safety or health risk can be eliminated or sufficiently reduced.

7. Potential Loss of Workers’ Compensation and/or Unemployment Compensation Benefits: In addition to discipline and other consequences imposed under the Policy, violations may also result in the denial of unemployment compensation under applicable state law. Additionally, employees who are injured as a result of using drugs or alcohol in violation of the Policy and/or the other Company safety rules also risk forfeiture of workers’ compensation benefits under the applicable state law.

Continued on next page
Drug and Alcohol Free Workplace, Continued

Section 4 – Consequences for Policy Violations, continued

<table>
<thead>
<tr>
<th>Consequences for Policy Violations, continued</th>
<th>For all other violations of the Policy, the employee will be immediately removed from his or her job duties and will be subject to corrective action, up to and including termination from employment.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>In addition to the consequences imposed under the Policy, an employee who unlawfully manufactures, distributes, possesses, or uses a controlled substance may be subject to criminal fines and/or imprisonment under federal, state and/or local law.</td>
</tr>
</tbody>
</table>

Section 5 – Responsibility to Report

<table>
<thead>
<tr>
<th>Policy Violations</th>
<th>All employees are required to report violations or suspected violations of the Policy to management or to Human Resources. Failure to do so may lead to disciplinary action up to and including termination from employment.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Managers who have actual knowledge that an employee has engaged in or is engaging in conduct prohibited under the Policy shall not permit the employee to work or continue to work.</td>
</tr>
<tr>
<td></td>
<td>Any employee who has been directed not to work or directed to stop working under such circumstances must comply immediately.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Drug Convictions</th>
<th>Employees must notify their manager or a member of the Human Resources Department of any criminal drug conviction within five (5) days of such conviction.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Self-Identifying a Substance Abuse Problem</th>
<th>Employees are encouraged to seek assistance before their drug or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others. The following steps will be taken for employees voluntarily seeking assistance:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. Self-disclosure and request for assistance must be made before the employee is required to submit to a drug or alcohol test required by the Policy.</td>
</tr>
<tr>
<td></td>
<td>Important: Employees may not use this self-identification provision to avoid taking a drug or alcohol test when required under the Policy or to avoid being disciplined (refer to Section 3 for a description of conduct that constitutes a refusal to submit to a test).</td>
</tr>
</tbody>
</table>

Continued on next page
Section 5 – Responsibility to Report, Continued

Self-Identifying a Substance Abuse Problem (continued)

2. Consistent with and subject to the Company’s policies concerning the Family and Medical Leave Act and personal leaves, employees who voluntarily self-identify themselves as having a drug or alcohol problem and who voluntarily request assistance for such problem will be referred to the:
   a. Company’s Leave Management Office to request a leave; and the
   b. Employee Assistance Program for an appropriate counseling, treatment or rehabilitation program, if recommended.

3. The cost of the evaluation, any counseling, treatment or rehabilitation is the employee’s responsibility. All leave time taken for the evaluation, counseling, treatment or rehabilitation will be counted against the leave to which the employee may be entitled under the federal or state Family and Medical Leave laws, or other applicable leave policy, if any. For details concerning pay during the leave period, employees should refer to the Company’s Paid Time Off policy and Leave of Absence policies.

4. Prior to going on a leave of absence an employee must sign and adhere to the “Agreement for Voluntary Treatment and Conditions for Continued Employment.” As a further condition of taking a leave, the employee will be required to authorize the attending substance abuse professional to communicate directly with the Company’s Employee Assistance Program and/or the Company’s Human Resources Department, except as federal or state law may otherwise require. All such oral and written communications between the substance abuse professional and the Company will be treated as confidential.

5. As a condition of returning to work, the employee may be required to submit to a return-to-duty drug test and receive a negative result. In some cases an employee may be required to submit to a return-to-duty alcohol test as a condition of returning to duty, and if tested, must receive a negative test result. The employee may also be required to submit to unannounced follow-up drug tests and/or unannounced follow-up alcohol tests as part of the program.

Continued on next page
Section 6 – Confidentiality and Privacy

Confidentiality

Applicants and employees will be provided with a copy of their test results if they test non-negative, unless otherwise required by law.

Applicants and employees located in Boulder, Colorado, may obtain, upon request, a copy of the records pertaining to their verified non-negative test results, and to submit written information explaining such results.

In Iowa, written notification of a verified non-negative drug test result conducted pursuant to the Policy also will be provided to a parent of a minor applicant or employee by certified mail, return receipt requested.

The Company will maintain documents related to the Policy in the employee’s medical file in a secure location with controlled access. These records are confidential and will not be disclosed, except in accordance with applicable law.

Employee Assistance Program

As part of the Company’s commitment to provide a safe, healthy and efficient working environment for our employees, the Company maintains an Employee Assistance Program ("EAP"). The EAP provides information concerning the effects and consequences of alcohol and drug use on an individual’s health, work, and personal life and the signs and symptoms of an alcohol or drug problem. In addition, the EAP provides referral services to employees and their families seeking help with problems resulting from alcohol misuse and drug use.

Participation in this program is voluntary and confidential. The EAP can discuss available counseling, treatment and rehabilitation programs, fiscal responsibilities, and can help the employee decide what program might be best for his or her situation.

For further information or to arrange an appointment, employees may contact the EAP at: 1-877-595-5280 or online at www.guidanceresources.com (Company ID: 1251).

Drug Awareness Program

In order to maintain a drug-free workplace, the Company has established:

- a drug-free awareness program to educate employees on the dangers of drug abuse in the workplace,
- the Policy,
- the availability of drug-free counseling, rehabilitation and employee assistance program and
- penalties that may be imposed for violations of our drug-free workplace Policy.

Continued on next page
Section 6 – Confidentiality and Privacy, continued

Privacy

Inspections of Company Property: The Company may conduct unannounced random inspections at any time and without cause for the presence of illegal drugs or unauthorized alcohol on Company facilities and property such as (but not limited to) Company-issued vehicles, desks, file cabinets, and lockers. Employees are expected to cooperate in the conduct of such inspections.

Inspections of Individual Property: Personal inspections of employees and their personal property, such as (but not limited to) vehicles, clothing, packages, purses, brief cases, lunch boxes, or other containers brought onto or being taken off of Company premises, may be conducted by the Company when there is reasonable suspicion to believe that the individual may have or has violated the drug or alcohol prohibitions contained in the Policy.

Employment At-Will

The Policy is not a contract of employment. All Company employees are employees at-will, except as state or local law may limit such status and except for those employees who have employment contracts or as this paragraph may otherwise provide. This means that employment can be terminated at any time either by the employee or Company with or without cause and with or without notice. Where any provision of the Policy issued under the Company’s own authority conflicts with the provisions of a collective bargaining agreement between the Company and a union representing its employees, the provisions of the collective bargaining agreement will control. However, failure to comply with the Policy as so interpreted shall constitute just cause for discipline, up to and including termination from employment.

Section 7- Required Tests

Test Requirements and Associated Costs

All applicants and employees are required to submit to testing as described in this section. Generally, all tests will be conducted immediately.

The Company will pay for:

- **Applicant or employee** - all drug or alcohol tests required by the Company performed on a primary urine specimen, including a confirmation drug test.
- **Employee only** - the cost of transportation to a collection site when the test is conducted at a place other than the employee’s normal work site.

Continued on next page
Drug and Alcohol Free Workplace, Continued

Section 7- Required Tests

Pre-Employment

All applicants who are given a conditional offer of employment by the Company are required to submit to a pre-employment drug test within 72 hours of notification of test requirement and must receive a negative result as a condition of employment.

Customer-Required Drug Testing

Where permitted by applicable state and/or local laws, employees may be required to submit to drug testing when the Company’s customers, such as hospitals, require such tests as a condition of working or continuing to work at the customers’ locations. These tests will be paid for by the Company.

Reasonable Suspicion Drug and Alcohol Testing

Whenever the Company has reason to suspect an employee has or may have used drugs or alcohol in violation of the Policy, an employee must submit to a drug test and/or an alcohol test subject to the applicable state law. A reasonable suspicion determination may be based on a single instance of conduct involving a serious potential risk of harm to the employee or others, or to Company property or the property of others. In these circumstances, managers should refer to and comply with the Reasonable Suspicion Determinations Guide for additional information and guidance and consult with Human Resources as soon as possible.

1. Except as otherwise provided for by state or local law, the Company’s reasonable suspicion determinations will be based on specific, current observations that can be verbalized, including but not limited to the employee’s:
   a) appearance,
   b) behavior,
   c) coordination,
   d) conduct,
   e) speech, or
   f) body odors.

   These observations may also include indications of an employee’s chronic use of, or the effects of withdrawal from, drugs or alcohol. If possible, the manager making the observation may request a second manager to also observe and document his or her own observations.

2. All reasonable suspicion tests must be administered as soon as possible following the determination and the employee should be relieved of his or her duties immediately.

3. The Company shall transport or make arrangements for the transport of the employee to and from the collection site.

Continued on next page
Section 7- Required Tests, continued

Reasonable Suspicion Drug and Alcohol Testing, continued

4. An employee who is required to submit to a reasonable suspicion test will be suspended after the completion of the drug and/or alcohol tests, pending receipt of the test result(s). The employee is responsible for seeking alternate transportation to his or her home after the drug and/or alcohol test(s) are completed.

5. Any employee whose drug test is non-negative or breath alcohol test result is 0.01 or greater will be considered to have consumed more than a reasonable amount of alcohol and will be in violation of the Policy.

Note: Employees working in Iowa and Montana will be considered to have consumed more than a reasonable amount of alcohol if the breath alcohol test result is 0.04 or greater.

6. The Company also reserves the right to evaluate the employee’s conduct that triggered the reasonable suspicion determination to assess if the conduct in and of itself warrants discipline, up to and including termination from employment (Refer to Section 4, #6, Fitness-for-Duty Evaluation).

Post-Accident Drug and Alcohol Testing

1. Unless otherwise required by state or local law, whenever an employee causes or contributes to a work-related accident (as defined below), the employee may be required to submit to a drug test and/or an alcohol test.

Note: In Connecticut, Minnesota, Rhode Island, Vermont, San Francisco, CA. and Boulder, CO., no post-accident testing will be conducted unless there is reasonable suspicion to test in accordance with the applicable state and/or local law.

2. As used in the Policy, “Work-Related Accident” means an accident:
   a. that occurs while the employee is on the premises of the Company or at another work-site location, or is off-site while engaged in activities for or on behalf of the Company, or while the employee is operating a vehicle, including the employee’s, for or on behalf of the Company, and
   b. there is a reasonable possibility that drugs or alcohol caused or contributed to the accident; and
   c. the accident results in one or more of the following:
      i. a fatality; or
      ii. bodily injury to any individual who, as a result of the accident, requires immediate medical treatment (excluding first aid) at or away from the scene of the accident; or
      iii. property damage to Company property or to the property of others that is reasonably anticipated to exceed $1,500 based on an estimate of damages; or
      iv. in the case of a vehicle accident, one or more vehicles involved in the accident incur disabling damage as a result of the accident, requiring the vehicle(s) to be transported away from the scene by another vehicle.

Continued on next page
Section 7- Required Tests, continued

<table>
<thead>
<tr>
<th>Post-Accident Drug and Alcohol Testing, continued</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. All post-accident tests must be administered as soon as possible following the accident. Employees who are involved in a work-related accident must remain readily available for testing or will be considered to have refused to submit to a test. However, employees involved in a work-related accident are not prohibited from leaving the scene of an accident for the period of time necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care for themselves or others injured as a result of the accident.</td>
</tr>
</tbody>
</table>

| 4. Except where circumstances do not permit, the Company shall transport or make arrangements for the transport of the employee to and from the collection site. If the employee is sent to a medical facility for treatment, the Company may request that the facility conduct the drug and alcohol testing and the employee must authorize the release of the test results to the Company. |

| 5. An employee who is required to submit to a post-accident test will be suspended without pay after the completion of the test(s), pending receipt of the test result(s). The Company also reserves the right to evaluate the employee’s conduct that triggered the circumstances requiring the post-accident test to determine if the conduct in and of itself warrants discipline, up to and including termination from employment. |

Continued on next page
Section 8 - Testing Procedures

The Company’s drug and alcohol testing procedures comply with applicable state and local law. The Company’s procedures ensure the integrity, confidentiality and reliability of the testing process, safeguard the validity of the test results and ensure that test results are attributed to the correct individual. The procedures also minimize the impact upon the privacy and dignity of applicants and employees undergoing such tests. In Iowa, the Company’s drug and alcohol testing procedures comply with Iowa Code Ann. §730.5.

Section 8a - Drug Testing Procedures

Drug Testing

Drug testing will be conducted via urine testing. The Company has established a chain of custody procedure for urine specimen collection and testing that will verify the identity of each urine specimen and test result.

Laboratories

In general, drug tests will be administered at outside collection facilities and analyzed by laboratories which are certified by the U.S. Department of Health and Human Services (“DHHS-certified laboratory”) or are otherwise required or permitted to be used under applicable state law.

Drugs to be Tested

Unless otherwise prohibited by law, the Company will test for the following drugs: amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, methadone, methaqualone, opiates, phencyclidine (PCP), propoxyphene, and their metabolites.

In Montana, the Company will test only for amphetamines, cocaine, marijuana, opiates, phencyclidine (PCP) and their metabolites.

In Oklahoma, the Company will test for drugs and alcohol as defined in the Standards for Workplace Drug and Alcohol Testing Act, including controlled substances approved for testing by the State Commissioner of Health.

Confirmation and Review of Drug Test Results

All non-negative drug test results will be confirmed by gas chromatography and mass spectrometry (“GC/MS”). All confirmed non-negative drug test results will be reviewed by an MRO to determine whether there is any legitimate explanation for the non-negative test result.

Continued on next page
Section 8a – Drug Testing Procedures, continued

**Confirmation and Review of Drug Test Results, continued**

As part of the MRO’s review, he or she will contact the applicant or employee regarding any non-negative test result. The MRO may also conduct a medical interview, review the applicants’ or employees’ medical history, or review any other relevant biomedical factors and all medical records made available by the applicant or employee.

If an applicant or employee refuses or fails to make himself/herself available to speak with the MRO, the MRO may verify a test as non-negative without having communicated directly with the tested individual.

An applicant’s or employee’s use of prescription and over-the-counter medications may result in a non-negative test result. Applicants and employees will be given the opportunity to discuss with the MRO any legitimate explanation for the non-negative test result. Applicants and employees may provide any information which may be considered relevant to the test, including identification of prescription or nonprescription drugs currently or recently used, or other relevant medical information.

If the applicant or employee reports that he or she possesses a medical marijuana card, the Company will review these situations in accordance with applicable state law.

If the MRO determines that there is a legitimate medical explanation for the confirmed non-negative test result, the MRO will report the test result as negative.

If the MRO determines that there is no legitimate explanation for the confirmed non-negative test result, the result will be verified by the MRO as a confirmed non-negative test.

If the MRO reports to the Company that a negative drug test was dilute, the applicant or employee will be considered to have a negative drug test result.

**Confirmatory Re-test**

Applicants and employees whose primary specimen is verified non-negative may request a confirmatory re-test of the original specimen, at their own expense (unless otherwise required by applicable law), in a different DHHS-certified laboratory (or other laboratory required or permitted under state law) selected by the Company (unless otherwise required by applicable law).

This request must be made by the applicant or employee within 72 hours of being notified by the MRO of a verified non-negative test result (unless otherwise required or permitted under state law).
Drug and Alcohol Free Workplace Continued

Section 8a – Drug Testing Procedures, continued

Inability to Provide Adequate Amount of Urine

Applicants and employees must provide at least 45 milliliters of urine for a drug test. If the applicant or employee is unable to provide such a quantity of urine, then the individual will be instructed to drink a set amount of fluids and, after a set period of time, again will be directed to provide a complete specimen. If the applicant or employee refuses to drink the fluids as directed, or refuses to provide a new urine specimen, this will constitute a refusal to submit to a test.

If an applicant or employee has not provided a sufficient specimen within a certain time period after the first unsuccessful attempt to provide the specimen, the Company will direct the applicant or employee to submit to blood testing, where permitted by law. If the applicant or employee refuses to submit to blood testing, the applicant or employee will be considered to have refused to test.

Observed Specimen Collection

Procedures for collecting specimens allow an individual privacy unless there is a reason to believe that a particular individual may adulterate or substitute the specimen. In such cases, a specimen may be obtained under the direct observation of a collection site person of the same gender as the applicant or employee, unless prohibited by law.

Section 8b – Alcohol Testing Procedures

Alcohol Testing

Except as provided in the next section, alcohol screening tests will be performed either by a screening test technician (“STT”) using a non-evidential screening device which the STT is proficient to operate, or by a breath alcohol technician (“BAT”) using an evidential breath testing device (“EBT”) which the BAT is proficient to operate.

The Company will only use non-evidential alcohol screening devices that are on the National Highway Traffic Safety Administration's ("NHTSA") Conforming Products List ("CPL") for non-evidential screening devices and EBTs which are on the NHTSA’s CPL for evidential breath measurement devices.

In Vermont, the Company will not conduct any alcohol testing.

Continued on next page
Drug and Alcohol Free Workplace, Continued

Section 8b – Alcohol Testing Procedures, continued

Alcohol Testing in Hawaii, Louisiana, Maryland, Minnesota, Boulder, CO and San Francisco, CA (under certain circumstances)

When alcohol testing is required in Hawaii, Louisiana, Maryland, Minnesota, Boulder, CO and San Francisco, CA, the Company will direct the employee to submit to a blood test.

In Oregon, if the alcohol test is not a reasonable suspicion test, or if the employee does not consent to breathe testing, a blood test will be required. Blood tests will be analyzed at a certified laboratory and non-negative test results will be subject to confirmatory testing conducted by GC/MS as well as MRO review.

An employee who receives a verified non-negative blood alcohol test result may request a confirmatory re-test of the original blood specimen at a different DHHS-certified laboratory (or other laboratory required or permitted under state law) selected by the Company.

This request must be made by the employee within 72 hours of being notified by the MRO of a verified non-negative test result (unless otherwise required or permitted under state law).

Confirmation of Alcohol Test Results

Generally, if the result of the screening test is an alcohol concentration of 0.01 or greater, a confirmation test will be performed. The confirmation test will be conducted within 30 minutes from the end of the screening test.

If the confirmation test result is an alcohol concentration level of 0.02 or greater, the test result will be reported as a non-negative. The confirmation test result is the final result upon which any discipline or other action taken under the Policy shall be based.

Inability to Provide Adequate Specimen Amount for Alcohol Testing

If the employee is unable to provide sufficient saliva to complete a test on a saliva screening device, the STT shall conduct a new test, using a new device. If the employee refuses to complete the new test, this will constitute a refusal to submit to a test and the employee will be terminated from employment. If the new test is completed, but there is an insufficient amount of saliva to activate the device, the employee shall immediately take a breath alcohol test using an EBT. If the employee refuses to submit to the test using an EBT the employee will be terminated from employment.

Each employee shall blow forcefully into the mouthpiece of the EBT for at least six (6) seconds or until the EBT indicates that an adequate amount of breath has been obtained. If an employee fails to provide or claims that he or she is unable to provide a sufficient amount of breath to permit a valid breath test, the Company will direct the employee to submit to blood testing, where permitted by law. If the employee refuses to submit to a blood test, the employee will be terminated from employment.

Continued on next page
Drug and Alcohol Free Workplace, Continued

Related Documents

Agreement for Voluntary Treatment and Conditions for Continued Employment
Last Chance Agreement (required in Iowa, Minnesota, Rhode Island and Vermont)

For Managers only:
Reasonable Suspicion Determinations Guide
Reasonable Suspicion Test Procedures Checklist
Reasonable Suspicion or Post-Accident Drug and/or Alcohol Test Report
Reasonable Suspicion Testing Referral Procedure

Related Documents

Agreement for Voluntary Treatment and Conditions for Continued Employment
Last Chance Agreement (required in Iowa, Minnesota, Rhode Island and Vermont)

For Managers only:
Reasonable Suspicion Determinations Guide
Reasonable Suspicion Test Procedures Checklist
Reasonable Suspicion or Post-Accident Drug and/or Alcohol Test Report
Reasonable Suspicion Testing Referral Procedure

<table>
<thead>
<tr>
<th>DOCUMENT NUMBER</th>
<th>Replaces Policy Dated:</th>
<th>ISSUE DATE</th>
<th>EFFECTIVE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>COR-HR-0-0-003-112A</td>
<td>06/01/08; 6/16/1714; 5/26/17; 8/18/17</td>
<td>10/9/17</td>
<td>10/9/17</td>
</tr>
</tbody>
</table>
Extended Sick Leave Program

Introduction
The Extended Sick Leave (ESL) program accrues time off to be used for long term illness or disability.

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.

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

• Be in a regular status (not temporary or per diem),
• Have standard weekly hours of 20 or more, and
• Complete a 3 month ESL waiting period.

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

Accrual of ESL
Eligible employees will begin to accrue ESL the first full pay period after completion of 3 months of consistent eligible employment based on their standard weekly hours.

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.

ESL accrual for Regular Full Time employees:

<table>
<thead>
<tr>
<th>Standard Weekly Hours</th>
<th>Biweekly ESL Accrual</th>
<th>Annual ESL Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>40</td>
<td>1.54</td>
<td>30 hrs maximum in 1st year</td>
</tr>
<tr>
<td></td>
<td></td>
<td>40 hrs in subsequent yrs</td>
</tr>
</tbody>
</table>

Employees with standard weekly hours between 20 and 39 will accrue pro-rated ESL accordingly.

Example:
Standard weekly hours = 30
30/40 = 75%
ESL accrual = .75 x 1.54 = 1.155 ESL hours

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
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 a waiting period of 24 scheduled work hours before they can use ESL time. Employees with standard weekly hours between 20 and 39 have a pro-rated waiting period based on their standard weekly hours.

Employees must use PTO during this waiting period, 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 exhausted or if no PTO is available, employees will be unpaid for all or part of the waiting period.

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

Use of ESL

Employees are eligible to use accrued ESL hours for their own health condition which would cause them to be absent for an extended period of time.

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.

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.

For absences due to illness or injury exceeding 24 scheduled work hours (except in the case of intermittent FMLA), a doctor’s note 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 doctor’s note, ESL will not be paid, but the employee may use PTO.

Continued on next page
Use of ESL
(continued)
Employees who are absent due to illness for more than 5 days should contact the FMCNA Leave Management Office at 1-866-260-8109 (Monday through Friday 8a.m. to 8p.m., EST), except holidays.

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

Payment of ESL
Extended Sick Leave:
- is paid at the employee's current base hourly rate,
- 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.

ESL during a Leave of Absence
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 coverage and/or state disability benefits:
- Must apply for these benefits, if applicable,
- Will stop receiving ESL after the applicable disability waiting period
- May supplement the disability benefits with accrued ESL (or PTO, as applicable) up to a combined weekly total of 60% of gross regular weekly pay until banks are exhausted.

Regular full time employees using intermittent FMLA time for their own health condition will be required to use PTO for the first 24 hours absent 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.

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 during which the employee commences or returns from a leave of absence.
Extended Sick Leave Program, Continued

Employee Change of Status

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

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>ESL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eligible</td>
<td>Eligible Regular (Reduction in Hours)</td>
<td>Retained in bank</td>
</tr>
<tr>
<td>Eligible</td>
<td>Ineligible Regular (Hours &lt;20/week)</td>
<td>Stop accruing, but retain hours in bank</td>
</tr>
<tr>
<td>Eligible</td>
<td>Ineligible Status (per diem, temporary, or contract)</td>
<td>Stop accruing and permanently forfeit after 31 days</td>
</tr>
<tr>
<td>Ineligible</td>
<td>Eligible Regular (Hours &gt;20/week)</td>
<td>3-month waiting period</td>
</tr>
</tbody>
</table>

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.

For questions regarding changes of status, please contact your local Human Resources Department.

ESL at Separation

ESL time is not paid at separation.

Responsibility

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

Other Documents

Paid Time Off Program
Non-FMLA Medical Leave of Absence Policy
Family and Medical Leave Act Policy
Leave of Absence Management Reference Guide

©2013, Fresenius Medical Care Holdings, Inc. All Rights Reserved.

Human Resources Policies, Procedures and Forms do not create an express or implied contract between Fresenius and any of its employees. Fresenius reserves the right to terminate employment at any time, with or without notice or procedure, for any reason. Fresenius reserves the right to modify these policies, procedures, and forms, amend or terminate any policies, procedures, forms, or employee benefit programs.
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.

Continued on next page
Family and Medical Leave Act, continued

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,
- 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).

Continued on next page
**Family and Medical Leave Act, continued**

**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.

<table>
<thead>
<tr>
<th>Leaves for Qualifying Exigencies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualified employees may take up to 12 weeks of FMLA time for qualifying exigencies arising from a spouse, parent, son, or daughter being:</td>
</tr>
<tr>
<td>- On active duty, or</td>
</tr>
<tr>
<td>- Notified of an impending deployment in the Armed Forces in support of a contingency operation.</td>
</tr>
</tbody>
</table>

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.

*Continued on next page*
Family and Medical Leave Act, continued

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).

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.

Continued on next page
Family and Medical Leave Act, continued

**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.

**How FMLA Time is Counted**

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

Therefore, each time an employee takes 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.

Continued on next page
Family and Medical Leave Act, continued

Notification Requirements - Employee

Employees are expected to provide at least 30 days’ notice to his/her manager if his/her leave is foreseeable. Managers must refer employees to the Fresenius Management Leave Office as soon as he/she is notified.

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

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, but must be followed up with the timely completion of the appropriate paperwork.

The Fresenius LMO can be reached at 1-866-260-8109 (Monday through Friday 8 a.m. to 8 p.m., EST), except holidays.

Manager’s Role

Managers should not approve a personal leave of absence where an FMLA-qualifying condition occurs.

Managers should refer to the Leave of Absence Management Reference Guide for his/her responsibilities and appropriate procedures surrounding employee leaves.

Notification Requirements - FMCNA Leave Management 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 FMCNA 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.

---

**Continued on next page**
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.

**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.

*Continued on next page*
Family and Medical Leave Act, continued

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.

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.

Continued on next page
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 must contact the Employee Service Center at 855-362-6247 to re-enroll.

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: The Employee Service Center is available to answer questions about disability and life insurance, and 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 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.

Continued on next page
Family and Medical Leave Act, continued

Employee Review Date

Adjustments may be made to an employee’s merit review upon reinstatement. Employees on an anniversary review schedule will have his/her merit review delayed until he/she has actually worked 12 months since the last review date. The new date will become the employee’s new merit review date.

Employees on a focal point review schedule will have any merit increase prorated based upon duration of leave.

Failure to Return To Work

Employees who fail to return to work from an approved Leave of Absence within 2 working days of its expiration will be considered to have resigned without notice to 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

Leave of Absence Employee Reference Guide
Leave of Absence Management Reference Guide
Non-FMLA Medical Leave of Absence Policy
Employee Rights & Responsibilities Under the Family and Medical Leave Act Notice
Jury Duty

Introduction
Fresenius Medical Care NA recognizes the importance of employees fulfilling their civic responsibility to serve as jurors when summoned for Jury Duty. Therefore, eligible employees will be granted time off when fulfilling this obligation.

Applies To
This policy applies to all regular full and part time employees.

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.

Guidelines
Eligible employees will receive Jury Duty pay for up to 10 scheduled work days.

Employees who are summoned to report for Jury Duty must submit evidence of Jury Duty notice to their Location Manager immediately so arrangements can be made to cover their job responsibilities during their absence.

If the assigned date to report to Jury Duty is not convenient based on business needs of the Company, employees will be asked to request the Jury Duty be postponed to an alternate date in the future.

Employees released, excused or who complete their service early on any given day while on Jury Duty are expected to check with their supervisor to determine if they will report to work for the remainder of that day.

Employees who work evening or night shifts will not be expected to report to work immediately following or preceding participation in Jury Duty, unless released early as noted above.

Jury Duty Pay
An employee who participates in Jury Duty, including time spent for juror selection, will receive regular pay or the difference between his or her regular pay (based on standard weekly hours) and any applicable stipend. This pay will be for a maximum of 10 scheduled work days unless otherwise mandated by state law.

Evidence of Jury Duty service and pay, if applicable, must be submitted to the Location Manager once the Jury Duty service is complete. If supplemental pay has been received by the employee, this information will be forwarded to Payroll and used to offset regular pay.

Employees who are not actively working (e.g. on LOA, Disability, Workers Compensation) and serve on Jury Duty are not eligible for Jury Duty pay.

Continued on next page
Other Civic Responsibilities

Payment for civic duty requirements other than Jury Duty such as subpoenas to serve as witnesses, etc. will not be covered by this policy. In those circumstances, employees can use PTO, if available. Otherwise, the time is unpaid.

Employee Responsibility

Employees must keep managers informed as to the duration of Jury Duty.

Employees should submit any documents received by the court to his or her supervisor. These documents may indicate the period of time served and/or amount of Jury Duty compensation (exclusive of travel and meal allowances) received by the court.
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 regular full-time or part-time employee is covered by this policy.

The company will grant a Military Leave of Absence to those employees who are called to active military duty or who voluntarily enlist.

Reasons for the 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.

Notification Requirements--Employee
Employees are expected to provide 30 days’ notice to their Location Manager for a Leave when foreseeable. If an employee is unable to provide 30 days prior notice, they should at least give notice as soon as practicable.

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.

Managers should refer employees to the Fresenius Management Leave Office as soon as they are notified.

The Fresenius Management Leave Office can be reached at 1-866-260-8109, (Monday through Friday 8 a.m. to 8 p.m., EST), except holidays.

Continued on next page
Military LOA and Reserve Duty, Continued

Manager’s Role
Managers are strongly encouraged to refer to the Leave of Absence Management Reference Guide for their responsibilities and appropriate procedures surrounding employee leaves.

Differential Pay while on a Military Leave of Absence
The company will provide differential pay of up to 2 weeks per calendar year to any eligible employee serving in the Reserves or National Guard who is required to attend annual military training.

Differential Pay provisions are also made for any employee who is called to active military duty or voluntarily enlists.

Differential Pay Calculation
Differential pay will be determined by offsetting the total base military pay (including longevity, flight pay, submarine pay and jump pay but exclusive of subsistence, quarters, and travel allowances) against the employee’s regular straight time base pay (excluding shift differentials or any other type of additional compensation) for regularly scheduled weekly hours.

Note: A salary differential will not be paid if military pay exceeds an employee’s normal base rate of pay.

Differential Pay—Reserve Duty Annual Training
For employees who attend Reserve Duty Annual Training:
- In any calendar year, pay differential will not be paid for more than 2 weeks.
- The employee may be able to use his/her accrued PTO time in lieu of a differential pay arrangement.

Differential Pay—Active Duty & Voluntary Enlistment
A salary differential will be paid to employees who are called to Active Duty or Voluntarily enlist for up to 90 days.

Continued on next page
Military LOA and Reserve Duty, Continued

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 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.

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-enter the plans without restrictions upon return to active employment.

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.

Continued on next page
Military LOA and Reserve Duty, Continued

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 his/her 401(k) plan account. Such make-up contributions must be made within the time period that is the lesser of (i) 5 years and (ii) 3 times the length of the employee’s military service.

Note: 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 an employee’s 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.
- The company will make any profit sharing or Company defined-contributions to the employee’s 401(k) Plan account that would have been made had the employee not been absent due to a Military Leave of Absence.

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 if requested. Contact your local Human Resources Representative for guidance.

Continued on next page
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:

<table>
<thead>
<tr>
<th>Length of Military Service</th>
<th>Apply for Re-employment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 30 days</td>
<td>Report to work on the first full regularly scheduled work day after arriving home.</td>
</tr>
<tr>
<td>31-180 days</td>
<td>Within 14 days of completion of military service</td>
</tr>
<tr>
<td>181 days or more</td>
<td>Within 90 days of completion of military service</td>
</tr>
</tbody>
</table>

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.

Continued on next page
Military LOA and Reserve Duty, Continued

Re-Employment—Job Considerations (continued)

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.

Merit Reviews for Reinstated Employees

Adjustments may be made to an employee’s merit review upon reinstatement.

Employees on an anniversary review schedule will have their merit review delayed until he/she has actually worked 12 months since the last review date. The new date will become the employee’s new merit review date.

Employees on a focal point review schedule will have any merit increase prorated based upon duration of leave.

Other Documents

Leave of Absence Employee Reference Guide
Non-FMLA Medical Leave of Absence

Introduction
The objective of the Non-FMLA Medical Leave of Absence policy is to provide employees who do not meet the eligibility requirements of the Family and Medical Leave Act but is unable to report to work an opportunity to apply for a non-medical leave of absence due to the employee’s own illness or injury.

Eligibility
Any regular full- or part-time employee is eligible to apply for a Non-FMLA Medical leave of absence.

Non-FMLA medical leaves of absence are approved on a case-by case basis by the Leave Management Office taking into account 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.

Notification Requirements
Employees are expected to provide at least 30 days’ notice to their location manager if their leave is foreseeable. Managers should refer employees to the Fresenius Leave Management Office as soon as they are notified.

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

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.

The Fresenius Leave Management Office can be reached at 1-866-260-8109 (Monday through Friday 8 a.m. to 8 p.m., EST), except holidays.

Continued on next page
Non-FMLA Medical Leave of Absence, Continued

Manager’s Role
Managers are strongly encouraged to refer to the Leave of Absence Management Reference Guide for their responsibilities and appropriate procedures surrounding employee leaves.

Required Employee Documentation
Once the FMCNA Leave Management Office has been notified, the employee will receive information regarding their leave type, 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. Upon approval, 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 Non-FMLA Medical Leave of Absence
All or part of the non-FMLA 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.

*Continued on next page*
Non-FMLA Medical Leave of Absence, Continued

Pay While on a Non-FMLA Medical Leave of Absence (continued)

**Important:** The granting of a non-FMLA 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.

**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 non-FMLA medical leave of absence.

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

Pay While on a Non-FMLA Medical Leave—Employees with Company or State STD Benefits

Employees who have short-term disability coverage or who work in Puerto Rico or states with State Disability laws:

- **Must apply for state disability and FMCNA short-term disability benefits if they are eligible.**
- Will be paid accrued unused PTO/ESL for the required 14 calendar day absence necessary before FMCNA Short Term Disability coverage begins (or other applicable State Disability waiting periods).
- Will be placed on an approved unpaid non-FMLA medical leave of absence once the FMCNA short term disability or state disability benefit commences. No additional PTO/ESL over the 14 day or applicable waiting period requirement will be paid to an employee who is eligible to receive disability benefits except when supplementation may be necessary with state disability.

**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 non-FMLA medical leave of absence.

Continued on next page
Non-FMLA Medical Leave of Absence, Continued

Pay While on a Non-FMLA Medical Leave—Employees without Company or State STD Benefits

Employees 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.
- Will be placed on an unpaid leave of absence if and when PTO/ESL is exhausted.

Benefits Continuation

During the non-FMLA medical leave, all employee health, dental, vision, short term disability and employee supplemental, spouse and dependent life insurance benefits continue for the period of the approved leave of absence for a maximum of 6 months following the approved leave start date, provided the employee continues to pay 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 their leave will continue to have the employee portion of their benefits withdrawn from any paychecks from FMCNA, such as those receiving PTO and ESL hours. Employees not receiving paychecks from FMCNA will be invoiced for the employee portion of their benefits.

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
Non-FMLA Medical Leave of Absence, Continued

<table>
<thead>
<tr>
<th>Benefits Continuation—Short Term Disability and Life Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>The Employee Service Center is available to answer questions about disability and life insurance, and can be reached at 1-855-FMCNAHR (362-6247) Monday through Friday 8:30 a.m. to 8 p.m., EST, except holidays.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reinstatement After a Leave of Absence</th>
</tr>
</thead>
<tbody>
<tr>
<td>The granting of a non-FMLA medical leave of absence 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.</td>
</tr>
<tr>
<td><strong>Note:</strong> Reinstatement exceptions are made if mandated by federal or state laws.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employee Review Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjustments may be made to an employee’s merit review upon reinstatement.</td>
</tr>
<tr>
<td>Employees on an anniversary review schedule will have their merit review delayed until he/she has actually worked 12 months since the last review date. The new date will become the employee’s new merit review date.</td>
</tr>
<tr>
<td>Employees on a focal point review schedule will have any merit increase prorated based upon duration of leave.</td>
</tr>
</tbody>
</table>

*Continued on next page*
Non-FMLA Medical Leave of Absence, Continued

<table>
<thead>
<tr>
<th>Failure to Return to Work</th>
<th>Employees who fail to return to work from an approved leave of absence within 2 working days of expiration will be considered to have resigned without notice from the Company.</th>
</tr>
</thead>
<tbody>
<tr>
<td>COBRA</td>
<td>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.</td>
</tr>
</tbody>
</table>
| Other Documents          | Leave of Absence Employee Reference Guide  
Leave of Absence Management Reference Guide  
Family and Medical Leave Act (FMLA) Policy |

<table>
<thead>
<tr>
<th>DOCUMENT NUMBER</th>
<th>DOCUMENT REVISION</th>
<th>ISSUE DATE</th>
<th>EFFECTIVE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>COR-HR-0-0-002-308A</td>
<td>2</td>
<td>12/2/09</td>
<td>12/2/09</td>
</tr>
<tr>
<td>Non-FMLA Medical Leave of Absence Policy</td>
<td>Page 6 of 6</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Human Resources**

**Paid Time Off Hardship Donation Policy**

---

**Introduction**

The Company recognizes there may be circumstances when an employee experiences an unexpected or unforeseen personal hardship requiring time away from work and has exhausted all methods of payment. To address this need and depending on the circumstances, eligible employees can either voluntarily donate their available Paid Time Off (PTO) hours or request to receive donated PTO hours.

---

**Eligibility**

To donate PTO

Regular Full and Part Time employees who accrue PTO are eligible to donate up to 40 hours of PTO per year and must have a balance of at least 40 hours remaining in their PTO bank at the time of the donation.

To receive a PTO donation

Employees requesting PTO from the PTO Hardship Donation Bank (“Bank”) must be employed in a Regular Full or Part Time status for a minimum of one year.

Employees requesting PTO donated by coworkers on their behalf must be employed in a Regular Full or Part Time status for a minimum of 90 days.

Qualifying circumstances to receive a PTO donation include:

1. an employee’s own or an immediate family member’s serious illness or injury or the death of an immediate family member (immediate family member is defined as spouse, domestic partner, children, siblings, parents or grandparents); or
2. damage or loss of personal property caused by a natural or other catastrophic disaster, including hurricane, fire or flooding.

Employees who meet the above criteria are eligible to apply for a PTO donation if they:

- are on an approved leave of absence (FMLA, non FMLA Medical, Personal) or intermittent FMLA status; and
- exhausted or have insufficient hours in their own bank of available PTO (or ESL, if applicable, when the leave is for the employees’ own illness or injury or in a jurisdiction where Paid Sick Leave applies for family members); and
- are not eligible for, or receiving, Short/Long Term Disability or Workers Compensation or any other source of payment; and
- in the event of death of an immediate family member, have used allotted Bereavement time, in addition to other qualifying time off as listed above.

**Note:** 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.

---

**Continued on next page**
PTO Hardship Donation Policy, Continued

General Provisions

Employees who meet the eligibility requirements may:

- donate up to 40 hours of accrued, unused PTO per calendar year to either a specific employee or the general bank; or
- request up to 80 hours of PTO per calendar year from the general bank; or
- request up to 120 hours of PTO per calendar year when donated by coworkers on their behalf. Note: PTO donated to a specific employee in excess of the amount being requested will be applied to the general bank.

A request to receive a PTO donation may be made by a manager on behalf of the employee.

Requests to donate or receive PTO can take place at any time by completing the required forms. Participation in the PTO Hardship Donation policy is voluntary. ESL cannot be donated or requested. Request forms are available on the Employee Service Center via FMC4ME.

To Donate PTO

1. The employee completes the PTO Hardship Donation Form indicating the number of hours being donated and if they are for a specific employee or to the general Bank.
2. The manager will confirm the employee is eligible to donate the designated PTO hours (does not donate more than 40 hours in a year and has a minimum of 40 hours remaining in their bank at the time of the donation).
3. If eligible to donate, the manager approves the request by signing the form.
4. The manager submits the request via Ask HR for Managers on the Employee Service Center. From the Quick Case drop down select PTO Hardship Forms – Employee Relations and attach the Donation Form.
5. The manager places a copy of the PTO Hardship Donation Form in the donating employee’s personnel file.

To Request a PTO Donation

1. The requesting employee or their manager completes the PTO Hardship Request Form indicating the number of hours being requested and for what purpose.
2. The manager must verify the employee meets all of the eligibility requirements outlined in the PTO Hardship Donation Policy.
3. If eligible, the manager approves the request by signing the form.
4. The manager submits the request via Ask HR for Managers on the Employee Service Center. In the Quick Case drop down select PTO Hardship Forms - Employee Relations. The Request Form and supporting documentation, including the approved Leave of Absence request must be attached.
5. The manager places a copy of the PTO Hardship Request Form in the recipient employee’s personnel file.

Continued on next page
PTO Hardship Donation Policy, Continued

**Review and Approval Procedure**

1. The Employee Service Center receives the completed and signed request form to either donate or receive PTO hours.
2. Requests to donate or receive PTO hours are forwarded to Human Resources and will be reviewed and verified for eligibility.
3. Consideration for requests to receive donated PTO will be based on the date the request is submitted, circumstances for the request and the number of hours submitted on behalf of a specific employee or available in the general Bank.
4. In the event of multiple requests from the general Bank at the same time or for a specific event (e.g. a natural disaster), available donated hours will be distributed equally.
5. Once approved, Human Resources will notify the Payroll Department to adjust specific employee balances accordingly by either deducting donated PTO hours or adding donated hours to a specific recipient’s balance on an hour for hour basis, as applicable.
6. When employees receive a PTO donation, the hours will be reported as income and payroll taxes will be withheld at the normal rate.
7. A log of PTO hours donated and received will be maintained in the Human Resources Department.

**Related Documents**

- Paid Time Off Policy
- PTO Hardship Donation Form
- PTO Hardship Request Form
Paid Time Off Program

Introduction

The Paid Time Off (PTO) program recognizes varying needs for employees to request time off and offers flexibility based on individual preferences and circumstances.

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

Eligibility for PTO

To be eligible to participate in the PTO program, new employees must:

- Be in a regular status (not temporary or per diem),
- Have standard weekly hours of 20 or more, and
- Complete a 3-month PTO waiting period.

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

PTO Accrual

New employees in an eligible status will begin to accrue PTO on the first full pay period after completion of 3 months of consistent eligible employment based on:

- Standard weekly hours,
- Position within the organization, and
- Length of service (determined by the employee’s PTO service date).

**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.

Accruals based on Regular Full Time (40 hours):

<table>
<thead>
<tr>
<th>Position Within the Company</th>
<th>Years of Service</th>
<th>Biweekly PTO Accruals</th>
<th>Annual PTO Accruals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Below Corporate or Divisional Directors</td>
<td>Year 1 through end of year 4</td>
<td>7.69</td>
<td>*Year 1: up to 150 hours Years 2-4: 200 hours</td>
</tr>
<tr>
<td>Corporate or Divisional Directors &amp; above</td>
<td>Year 1 through end of year 4</td>
<td>9.23</td>
<td>*Year 1: 180 hours Years 2-4: 240 hours</td>
</tr>
<tr>
<td>All Positions</td>
<td>Year 5 through end of year 9</td>
<td>9.23</td>
<td>240 hours</td>
</tr>
<tr>
<td>All Positions</td>
<td>Year 10 +</td>
<td>10.77</td>
<td>280 hours</td>
</tr>
</tbody>
</table>

*Year one accrual begins the first pay period after completion of 3 month waiting period through the end of first year of employment.

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

Continued on next page
Paid Time off Program, Continued

PTO Accrual, (continued)

Employees with standard weekly hours between 20 and 39 will accrue pro-rated PTO accordingly.

<table>
<thead>
<tr>
<th>Example #1</th>
<th>Example #2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard weekly hours = 30</td>
<td>Standard weekly hours = 20</td>
</tr>
<tr>
<td>30/40 = 75%</td>
<td>20/40 = 50%</td>
</tr>
<tr>
<td>PTO accrual = .75 x 7.69 = 5.77 hours</td>
<td>PTO accrual = .50 x 7.69 = 3.84 hours</td>
</tr>
</tbody>
</table>

PTO Caps

PTO accruals are subject to an ongoing cap dependent upon an employee’s:
- Standard weekly work hours,
- Position within the organization, and
- Length of service (determined by the employee’s PTO service date).

<table>
<thead>
<tr>
<th>PTO caps based on Regular Full Time (40 hours) *:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position Within the Company</td>
</tr>
<tr>
<td>Below Corporate &amp; Divisional Director</td>
</tr>
<tr>
<td>Corporate &amp; Divisional Director &amp; above</td>
</tr>
<tr>
<td>All</td>
</tr>
<tr>
<td>All</td>
</tr>
</tbody>
</table>

*Employees in California should refer to the Paid Time Off Policy and Extended Sick Leave Policy – California Addendum for information regarding PTO caps in California.

Employees with standard weekly hours between 20 and 39 will have their PTO cap pro-rated accordingly.

Employees who accrue PTO beyond their respective cap will have any hours over the cap automatically rolled over into their ESL bank. Hours that have rolled over into the ESL bank cannot be transferred to the PTO bank at a later date, even if the PTO hours fall below the PTO cap.

Employees are responsible for monitoring their PTO banks for accuracy and to ensure that they do not inadvertently exceed their cap.

PTO Usage

Employees may request PTO for any number of reasons ranging from vacation, holidays, short term illness or personal needs to line/shift cuts, shutdowns, or waiting periods while on a leave or disability.

Continued on next page
Paid Time off Program, Continued

PTO Usage (continued)

Employees requesting time off must use available PTO hours. Employees requesting time off without available PTO hours in the bank may take limited unpaid time off at management discretion.

Non-exempt employees who do not work their regularly scheduled hours or complete their regularly scheduled shift due to changing business needs of the company (i.e. low patient census, line/shift cuts), may use PTO or take the time unpaid.

New employees who have completed the 3-month PTO waiting period:
- may begin to use PTO that has accrued at the time of their PTO request and is reflected on their pay stub.
- may not borrow or take PTO to create a negative balance unless they have not been eligible long enough to accumulate sufficient PTO hours to be paid:
  - for holiday(s) falling within his or her first or second pay period of becoming eligible (see the Unworked Holiday section of this document) or
  - due to a facility closure.

Requesting Scheduled PTO

Employees should provide their manager with as much advance notice as possible when requesting time off.

PTO requests must be submitted:
- in writing using the PTO Request Form,
- a minimum of 48 hours prior to the start of the requested time off to be considered scheduled PTO (PTOS). **Note:** Based on operational needs, the plant in Ogden, Utah requires a minimum of 24 hours notice,
- at least 4 weeks prior to the start of the requested time off for 1 or more weeks of PTO,
- preferably up to 3 months prior to the start of the requested time off for peak periods (e.g. holidays, summer or school vacations).

Non-exempt employees:
- may request PTO hours in 1-hour increments for any time they anticipate being absent from their regularly scheduled work hours.
- who do not have sufficient PTO hours accrued in their bank will be paid PTO until their bank is exhausted and remaining time off will be unpaid.

Exempt employees:
- must request accrued PTO only in half or full day increments.
- with no PTO in their bank will be unpaid for full day absences.

**Note:** Exempt employees that fail to meet their established goals and objectives due to continuously leaving work early, coming in late or taking excessive unscheduled PTO may be subject to corrective action.

Continued on next page
Managers are responsible for approving or denying PTO requests in a timely manner based on criteria such as:
- needs of the location or department
- timeliness of the request, and
- timing of previous requests made by the employee

In the event of duplicate requests for PTO, a determination will be made whether more than one employee can be granted PTO for the same period.

Managers are responsible for monitoring attendance, including partial day absences. Managers are also responsible for the accurate recording of worked and unworked time by properly designating all paid time off in the employee’s timecard.

Unscheduled PTO (PTOU):
- is any time off submitted less than 48 hours prior to the beginning of the time requested (24 hours for the manufacturing operation in Ogden, Utah),
- will be approved or denied at the discretion of the employee’s manager, and
- includes calling in sick.

Note: Excessive unscheduled PTO may negatively impact an employee's annual performance evaluation and/or result in corrective action, up to and including termination of employment. Use of unscheduled PTO immediately preceding or following a holiday may also result in corrective action at management discretion.

Exception: Unscheduled PTO for a qualifying reason under the Family and Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), Worker’s Compensation, or individual state laws will not result in or count toward corrective action under this policy or any Attendance & Tardiness Policy in effect within a business entity.

Full time employees must use PTO, if available, for the first 24 scheduled work hours of a short or long term absence due to illness or injury (prorated for part time).

Example (pro-rating PTO waiting period):
Standard weekly hours = 32/40 = 80%
Pro-rated PTO requirement = .80 x 24 hours or 19.2 hours

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

Note: Exempt employees will only be unpaid for full day absences (see Extended Sick Leave Policy, COR-HR-0-0002-301A1).
Paid Time Off Program, Continued

**PTO Usage for Illness (continued)**

A doctor’s note for absences due to illness or injury exceeding 24 scheduled work hours may be required at the discretion of local management (see Extended Sick Leave Policy, COR-HR-0-0002-301A1).

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

**Payment of PTO**

Scheduled (PTOS) or unscheduled (PTOU) time off:
- is paid at the employee's current base hourly rate,
- 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.

**Note:** Generally, the combination of PTO and hours worked should not exceed an employee’s standard weekly hours. However, if a non-exempt employee is requested by a manager to work during his/her scheduled PTO to provide needed coverage he/she may be paid the PTO day in addition to time worked, with prior approval from the manager.

Employees cannot be paid PTO for the same hours they are receiving on call pay.

**Definition of Holidays**

Observance and pay for holidays will be determined by varying business and operational needs.

The following six holidays are recognized by the Company:

<table>
<thead>
<tr>
<th>Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
</tr>
<tr>
<td>Labor Day</td>
</tr>
<tr>
<td>Memorial Day</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Independence Day</td>
</tr>
<tr>
<td>Christmas Day</td>
</tr>
</tbody>
</table>

Holidays are defined as:

**Fixed Holiday** – The day on which the actual holiday occurs. Some parts of the Company remain open on fixed holidays and employees may be required to work. **Example:** July 4th falls on a Wednesday. Administrative offices are closed, but various other parts of the company remain open for business.

**Observed Holiday** - When a Fixed Holiday occurs on a Saturday or Sunday, administrative and business offices observe the holiday by closing on the closest weekday. **Example:** New Year’s Day (1/1) falls on a Sunday. Administrative offices observe the holiday and are closed on Monday, the weekday closest to the Fixed Holiday.

*Continued on next page*
Paid Time Off Program, Continued

Unworked Holiday Pay (PTOH):

- can only be taken on the actual day in which the Fixed or Observed holiday occurs,
- will count toward weekly overtime hours and be included in the computation of overtime, if applicable for non-exempt employees.

New employees in the 3 month PTO waiting period at the time a Fixed or Observed holiday occurs who normally work on that day, but are scheduled off, will be paid for unworked holiday hours without creating a negative balance.

New employees who have completed the 3 month PTO waiting period but have not been eligible long enough to accumulate sufficient PTO hours to be paid for the holiday(s), will be allowed to carry a negative balance. The employee will not be allowed to use additional PTO again until their bank is replenished.

All other eligible employees are expected to manage their PTO balances to ensure adequate hours are available to use on designated unworked holidays. Those without sufficient PTO in their bank at the time of a holiday will not be allowed to have a negative balance and will not be paid for the day unless it is worked.

Worked Holiday Pay (Non-Exempt Employees):

Non-exempt employees who work on a Fixed Holiday (the day on which the actual holiday occurs) will:

- be paid a 50% differential for all hours worked on the Fixed Holiday,
- have PTO hours remain in the employee’s bank, and
- if applicable, be paid overtime for all hours worked over 40.

Non-exempt employees may receive a 10% pay differential when:

- Hours are worked on a day in which a work location is not normally open to meet a business need.
  Example: Christmas is on Monday 12/25 and employees are scheduled to work on Sunday instead.
  
  - Hours are worked in an administrative office which is closed due to an Observed Holiday.
  Example: Independence Day is on Saturday July 4th and employees are scheduled to work Friday July 3rd, the Observed Holiday when the administrative office is closed.

Continued on next page
Paid Time off Program, Continued

PTO during a Leave of Absence

Employees on a leave of absence are required to use PTO, for the first 24 hours (pro-rated for less than full time) or until the PTO bank has been exhausted, unless superseded by applicable state law. If enough PTO is not available, all or part of the 24 hours period will be unpaid.

Employees receiving disability benefits, such as workers’ compensation, short term disability, or state disability payments may supplement those benefits with PTO (as applicable) up to a combined weekly total of 60% of his or her gross regular pay per week until banks are exhausted.

Employees with standard weekly hours of 40 using intermittent FMLA for their own health condition will be required to use PTO for the first 24 hours absent from work after which they will be able to use ESL time. Employees with standard weekly hours between 20 and 39 per week using intermittent FMLA time for their own health condition will be required to use a pro-rated amount of PTO time before they are eligible to use ESL time.

Note: PTO will continue to accrue for the first 14 days of an employee’s leave of absence. Accruals are pro-rated for any partial pay period during which the employee commences or returns from a leave of absence.

Employee Status Change

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

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>PTO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eligible</td>
<td>Eligible Regular</td>
<td>Any hours over pro-rated cap cashed out</td>
</tr>
<tr>
<td>(Reduction in Hours)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eligible</td>
<td>Ineligible Regular (Hours &lt;20/week)</td>
<td>Cashed out</td>
</tr>
<tr>
<td>Eligible</td>
<td>Ineligible Status</td>
<td>Cashed out</td>
</tr>
<tr>
<td>(per diem, temporary, or contract)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ineligible</td>
<td>Eligible Regular</td>
<td>3-month waiting period</td>
</tr>
<tr>
<td>(Hours &gt;20/week)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: PTO hours that are cashed out will be paid at the employee’s rate of pay in effect immediately prior to the change in status.

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

For questions regarding changes of status, please contact your local Human Resource Representative.

Continued on next page
Paid Time off Program

PTO at Separation

Employees separating from the Company will be paid for any accrued, unused PTO at the employee’s rate of pay as of the termination effective date.

Employees who leave the Company prior to completing the 3-month waiting period will not have accrued any PTO and are therefore not eligible for payment of PTO at termination.

Other PTO Options

Employees eligible to accrue PTO are also eligible to participate in the following programs:

- PTO for Cash, and
- PTO Hardship Donation.

More information on these programs can be found in the respective policies.

Responsibility

It is the manager’s responsibility to:

- ensure this policy is implemented fairly and consistently,
- maintain accurate records of worked and unworked time, including requests for paid time off that have been approved or denied, and
- accurately record all paid time off in the timecard, whether scheduled, unscheduled or holiday time.

The manager and the employee are responsible for monitoring PTO usage and accurately recording worked and unworked time in the timecard.

Other Documents

PTO Request Form
PTO for Cash Policy
PTO Hardship Donation Policy
Rehire Policy
Non-FMLA Medical Leave of Absence Policy
Family and Medical Leave Act Policy
Leave of Absence Management Reference Guide
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. As soon as they become aware of the need, the employee notifies the Fresenius Leave Management Office (LMO) to initiate a request for a Personal LOA.
   a. Employees are expected to provide at least 30 days advance notice to their Location Manager when the need for a personal leave is foreseeable.
   b. 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 a personal leave.
2. Once the LMO is made aware of the request, an email notification will be sent to the employee’s manager.
3. The manager will review the request based on the circumstances, business needs, etc. and respond back to the LMO by email as to whether the request for a Personal LOA is approved or denied.
4. The employee will be notified by the LMO 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.

The LMO can be reached at 1-866-260-8109, Monday through Friday 8 a.m. to 8 p.m., EST, except holidays.

Continued on next page
Personal Leave of Absence, Continued

Manager Responsibility

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

For additional information regarding manager responsibilities and appropriate procedures when responding to employee requests for leave of absence, refer to the Leave of Absence Management Reference Guide available on the Manager Section of the Employee Service Center.

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 standard hours in PeopleSoft. 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.

Note: If premiums are not paid within 30 days of the due date, coverage may be cancelled 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.

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.

Continued on next page
Personal Leave of Absence, Continued

<table>
<thead>
<tr>
<th>Benefit Status - Short Term Disability (STD) and Life Insurance</th>
<th>Short Term Disability (STD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employees on Personal LOA who want to re-enroll in Short Term Disability must wait until the next Open Enrollment period.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Life Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Reinstatement After a Personal LOA</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Salary Adjustments</th>
</tr>
</thead>
<tbody>
<tr>
<td>While on a Personal LOA, employees are not eligible for salary adjustments, including merit increases. Upon return from leave, the manager, in conjunction with the Compensation Department, will determine if there is a need for any salary adjustments. Such adjustments will not be retroactive.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Failure to Return to Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Fresenius LMO is available to answer questions regarding requests for leaves of absence. The LMO can be reached at 1-866-260-8109 (Monday through Friday 8 a.m. to 8 p.m., EST, except holidays).</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Other Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leave of Absence Employee Reference Guide</td>
</tr>
<tr>
<td>Leave of Absence Management Reference Guide</td>
</tr>
</tbody>
</table>

---

©2017, Fresenius Medical Care Holdings, Inc. All Rights Reserved.

HUMAN RESOURCES POLICIES, PROCEDURES AND FORMS DO NOT CREATE AN EXPRESSED OR IMPLIED CONTRACT BETWEEN FRESENIUS AND ANY OF ITS EMPLOYEES. Fresenius reserves the right to terminate employment at any time, with or without notice or procedure, for any reason. Fresenius reserves the right to modify these policies, procedures, and forms, amend or terminate any policies, procedures, forms, or employee benefit programs.
Solicitation and Distribution in the Workplace

Introduction

Fresenius Medical Care North America seeks to create an environment that enables employees and managers to focus on their work assignments, the delivery of quality services and products, and the delivery of high levels of customer service. Therefore, FMCNA has established the following policy regarding solicitation and distribution within the workplace.

Applies To

All US Fresenius Medical Care North America employees and those representing the company through a third party.

Solicit or Solicitation

“Solicit” or “Solicitation” is any verbal or physical act that attempts to persuade individuals to:

- Accept a principle or adhere to a philosophy,
- Purchase a product or opportunity for chance,
- Join, follow, or support an organization, or
- Pay a gratuity or make a monetary contribution for a service or cause.

Examples include, but are not limited to: fundraising efforts related to a child’s school, selling cosmetic/beauty products, requesting employee participation in sports pools, and seeking donations for a charity or non-profit organization.

Note: “Solicit” or “Solicitation” does not include any donation request made to FMCNA in adherence with the Compliance policy, COR-COMP-000-002A, Donations.

Distribute or Distribution

“Distribution” includes the handing out, laying out, displaying or delivery of any non-Fresenius written or printed material, product or good.

Continued on next page
Solicitation and Distribution in the Workplace, continued

Work Rules – Solicitation and Distribution

An employee may not, for any purpose:

- Solicit during his/her work time,
- Solicit other employees during their work time,
- Solicit in immediate patient care areas at any time,
- Distribute, for any purpose, in work areas and immediate patient care areas at any time.

Note: Employees who are not scheduled to be at work may not solicit or distribute in the interior of any FMCNA facilities or in any work areas. Off duty employees are not prohibited from soliciting or distributing in parking lots and other outside non-work areas.

Definitions

Work Time: Any and all time when an employee’s duties require that he/she be engaged in work tasks.

Non-Work Time: The time when an employee’s duties do not require that he/she be engaged in work tasks such as meal periods, authorized breaks, or time prior to or following a shift.

Work Areas: Any and all areas where employees would otherwise be expected to perform the duties of their job.

Non-Work Areas: Includes employee locker rooms, break rooms, restrooms, a cafeteria, parking lots, and employee entrances.

Immediate Patient Care Areas: Includes dialysis treatment rooms or areas, patient rooms, and all other places where patient care would be disrupted, such as adjacent corridors, sitting/waiting rooms, and nurse’s stations.

Continued on next page
Solicitation and Distribution in the Workplace, continued

Solicitation and Distribution by Non-Employees

All solicitation and/or distribution by non-employees on FMCNA property and/or at its clinics, manufacturing facilities, distribution centers, offices or other facilities is prohibited at all times.

**Important:** Any exception will require the advance express written approval of FMCNA Human Resources, consistent with the limited exceptions set forth in this policy.

Exceptions

Only a limited number of charitable organizations are exceptions to this policy with **advance approval**.

The limited exceptions that FMCNA Human Resources may make are:
- FMCNA-sponsored events or charitable organizations that directly or indirectly benefit FMCNA or the well-being of its patients which generally include those entities related to renal disease,
- Fund raising activities for the direct benefit of FMCNA facilities or operations, and
- Businesses that provide services related to the FMCNA benefit package.

The limited exceptions that the appropriate Medical Director may make are:
- Any special patient care initiatives.

Prohibited Use of FMCNA Property or Venues of Communication

- All bulletin boards located within FMCNA facilities are only to be used by authorized persons for approved purposes.
- Employees and non-employees are prohibited from posting written or printed materials on FMCNA property including bulletin boards, outside of lockers, or walls.
- The use of FMCNA electronic communication or interoffice mail for unauthorized solicitation or distribution is prohibited.

**Warning:** A representative of Human Resources is responsible for approving in advance any postings on FMCNA bulletin boards or otherwise.

*Continued on next page*
Solicitation and Distribution in the Workplace, continued

Policy Violations
Employees found in violation of the Solicitation and Distribution in the Workplace Policy will be subject to corrective action, up to and including termination.

PTO Donations
PTO Donations are permitted to be transferred to an employee in need pursuant to the PTO Hardship Donation Policy.

Questions and Interpretations of Policy
Consultation regarding clarifications and interpretations of this policy, responses to questions about this policy, as well as the resolution of problems and special situations related to this policy and protocol, are available through the FMCNA Human Resources Department.

Other Related HR and Governing Agency Cross References
PTO Hardship Donation Policy
Compliance Donation Policy