

Agreement by and between **UFCW 3000** and **Fresenius Renal Care Group**

Effective: 5/9/2022 - 5/9/2025

UFCW3000

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer





WEINGARTEN RIGHTS

Your Right to Union Representation

You have the right to union representation if you are called to a meeting with management that could lead to discipline.

“I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law.”

Weingarten rights were won in a 1975 Supreme Court decision with these basic guidelines:

-  You must make a clear request for union representation either before or during the interview. Managers do not have to inform employees of their rights.
-  Management cannot retaliate against an employee requesting representation.
-  Management must delay questioning until the union steward arrives.
-  It is against Federal Law for management to deny an employee's request for a steward and continue with an interrogation. In this case, an employee can refuse to answer management's questions.

Discipline? Contract violations?

Call the Member Resource Center

If you or a coworker need help regarding an Investigatory Meeting, are facing Discipline or Corrective Action, or need to report Contract Violations our MRC Representatives will work with you on a plan of action.

Call the Member Resource Center at: 1-866-210-3000

This Agreement (the "Agreement") is made by and between Renal Care Group, Inc. (hereinafter referred to as the "Employer" or the "Company"), and the United Food and Commercial Workers International Union, Local 21 (hereinafter referred to as the "Union").

ARTICLE 1 - RECOGNITION

- 1.1 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 employees of the Employer (hereinafter referred to as either "employees" or "employee") working in the job titles and at the locations in Appendix A of this Agreement, but excluding all other employees, registered nurses, biomedical technicians, social workers, dieticians, secretaries, ward clerks, temporary employees, managerial employees, professional employees, office clerical employees, charge nurses, guards and supervisors as defined in the National Labor Relations Act.
- 1.2 New Job Classifications. The Employer will advise the Union if it establishes any new bargaining unit jobs.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent rights to manage the business, as such rights existed prior to the execution of this or any other previous agreement with the Union. The sole and exclusive rights of management which are not abridged by this Agreement shall include, but are not limited to, its right to establish, continue, discontinue, or change policies, practices and procedures for the conduct of the business; the right to determine and from time to time redetermine the number, location and types of its facilities or operations, as well as the methods, processes, equipment and materials to be utilized; to regulate the quality and quantity of work of its employees; to discontinue temporarily or permanently and either in whole or in part, the conduct of its business, its processes or operations; to contract out or subcontract work; to elect to perform such business or operations through subcontractors or otherwise in accordance with the terms of this Agreement; to relocate or transfer work among the Employer's facilities; to determine and from time to time redetermine the number of hours per day or per week that operations shall be carried on; to select and to determine the number and types of employees required for the positions at the facility; to staff shifts and to perform tasks; to assign and reassign work to such employees in accordance with the requirements determined by management; to determine and from time to time redetermine

qualifications for positions and whether an employee assigned or to be assigned to a position meets the qualifications of the position; to establish and modify work schedules, work assignments, and production standards; to establish and modify the starting and quitting times and the breaks and meal times for employees; to establish and modify job classifications; to determine the equipment to be utilized in its operations; to transfer, promote, or demote employees; to lay off, terminate, or otherwise relieve employees from duty for lack of work or other business reasons; to enact, modify and enforce reasonable work rules applicable to the maintenance of the business; to enact, modify and enforce reasonable safety rules including, but not limited to, drug and alcohol or substance abuse policies and procedures; to suspend, discharge, or otherwise discipline employees for just cause; and otherwise to take such measures as management may determine to be necessary or appropriate for the orderly, efficient and/or productive operations of the business.

- 2.2 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.
- 2.3 It is further agreed that the rights of the Employer specified herein or elsewhere in this Agreement may not be impaired, in whole or in part, by an arbitrator or in arbitration even though the parties may agree to arbitrate the issue involved in the manner provided in the Grievance and Arbitration procedures of this Agreement.
- 2.4 The Union recognizes that the Company may introduce a revision in the method or methods of operation that will produce a revision in job duties or functions and a reduction in personnel.
- 2.5 The Union, on behalf of the employees, agrees to cooperate with the Company to attain and maintain full efficiency and maximum patient care.

ARTICLE 3 - UNION SECURITY

- 3.1 Union Membership. All employees covered by this Agreement on its effective date or subsequently hired will, no later than thirty-one (31) days following the beginning of their employment or the signing of this Agreement, whichever is later, become and remain members of the Union in good standing as a condition of continued

employment.

- 3.2 Failure to Join. In the application of Section 3.1, Union Membership, when the Employer is notified by the Union in writing that an employee of over thirty-one (31) days has failed to make application and tender the Union initiation fee, or reinstatement fee, or is not a member in good standing by failing to tender the Union dues, the Employer will within fourteen (14) days terminate such employee. Such employee will not be reemployed by the Employer during the life of this Agreement until the Employer is notified by the Union that the employee is a member in good standing in the Union. For purposes of this Agreement, "in good standing" is intended to mean an employee's dues and initiation fees are paid up in accordance with the Constitution of the Union and/or within the meaning of the Labor-Management Reporting and Disclosure Act of 1959.
- 3.3 Union Notification to New Hires. The Employer agrees that new employees covered by this Agreement shall be advised of the Union's representational status. Union stewards may provide new hires in the bargaining unit a copy of the Agreement during non-work time, to include rest breaks, lunch periods and before and after shifts. One (1) bargaining unit representative, after written notice of their selection from the Union to the Employer, will be provided with a list of new hires within ten (10) days of orientation for the purpose of introduction to the Union. This list will include name and shift.
- 3.4 Dues Deduction. The Employer agrees to deduct dues from the wages of each employee who signs an authorization card as provided by law. The Employer agrees to forward such dues to the office of the Union monthly. It is further agreed that the Employer shall be held harmless with respect to any charge or allegation by an employee regarding the implementation of any provision of Section 3.1, Union Membership. The Union and each employee authorizing the assignment of wages for the payment of Union dues shall both undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise out of or result from action taken by the Employer for the purpose of complying with this Article or on account of sharing an employee's Social Security number with the Union.
- 3.5 Bargaining Unit Roster. The Employer shall furnish to the Union a roster of all bargaining unit employees on a quarterly basis, which shall include employee name, job classification, employment status, full-time equivalent (FTE) level, department, work location, hourly rate, hire date (new hire date as appropriate), termination date (as appropriate), date entered Union, status change date, home address, home telephone number, home email address (if provided to the Employer) and the last four digits of the Social Security number, however, the Employer will provide the

full Social Security number for all new hires. The Union shall indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of sharing an employee's Social Security number with the Union.

- 3.6 Voluntary Political Action Fund. During the term of this Agreement, the Employer shall deduct a sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form (UFCW Active Ballot Club). When filed with the Employer, the authorization form will be honored in accordance with its terms. The minimum contribution must be at least two dollars (\$2.00) per month. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

ARTICLE 4 - UNION VISITATION AND BULLETIN BOARDS

- 4.1 Union Visitation. The Union in full consideration of quality patient care agrees that the Union representative, with reasonable notification to the Employer (but no less than twenty-four [24] hours of notice to the Employer), shall have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. For access to employee break rooms or available meeting space only, a Union representative must obtain prior approval from the Director of Operations or designee to schedule a visit. The Director of Operations will respond in a timely way and will work with the Union Representative to accommodate requests. Upon arrival, the Director of Operations or designee will meet with the Union Representative in a timely manner (unless operations do not permit) and the Union Representative will be escorted to the location. Union access shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operations of the Employer.
- 4.2 Bulletin Boards. The Employer shall furnish a bulletin board at each covered clinic for the use of the Union for the posting of official notices or bulletins concerning official Union business only. Copies of all such notices, before they are posted, shall

be submitted to the Director of Operations or designee at least twenty-four (24) hours prior to posting. No notice, bulletin or other writing posted by or on behalf of the Union on its designated bulletin board will contain anything that is religious, ethnic or racial, or that is profane or obscene, or that is defamatory toward or disparaging of the Employer, its services, or any of its officers, managers, supervisors, employees, affiliates, or patients. Any Union notices not in compliance with this Section will be removed by the Employer.

ARTICLE 5 - SHOP STEWARDS AND UNION ACTIVITY

- 5.1 Stewards. The Employer agrees the Union may establish Shop Stewards for the purpose of administering the terms of the Agreement. The Employer shall receive from the Union the names of its delegated Shop Stewards. Unless otherwise agreed to by the Employer, the investigation of grievances and other Union business shall be conducted only during the non- work time (*i.e.*, rest breaks, lunch periods and before and after shifts) of both the Steward and the individual employee and shall not interfere with the work of other employees. There shall be a maximum of two (2) stewards per covered clinic of the Employer but only one Steward shall be permitted on any given shift.
- 5.2 No Steward or other employee shall engage in any union activity (including but not limited to solicitation and/or the distribution of literature) during his or her work time, during the work time of the intended recipient of the solicitation or distribution, or in work areas.
- 5.3 Negotiations. Subject to a minimum of two (2) weeks advance notification by employees, Union negotiating team members shall be given unpaid release time for negotiations. Time spent during negotiations will not impact seniority and benefit accrual.

ARTICLE 6 - LABOR MANAGEMENT COMMITTEE

- 6.1 The Union and the Employer agree to convene a Labor Management Committee ("LMC") at least quarterly or more frequently, if mutually agreed, for the purpose of seeking resolution on issues of common concern. The Committee will comprise four (4) bargaining unit members and one (1) Union representative plus management representatives. All LMC meetings will be held in the Employer's conference/training room at the South Tacoma clinic located at 5825 Tacoma Mall Blvd. in Tacoma, Washington.

- 6.2 Bargaining unit members will not suffer any loss of pay as a result of their attendance at LMC meetings, which shall not last more than two (2) hours.
- 6.3 The LMC shall not have authority to alter terms and conditions of employment or the Employer's policies.

ARTICLE 7 - EMPLOYEE STATUS

7.1 Types of Employees.

- A. Regular Full-Time: A regular full-time employee is an employee regularly scheduled to work between thirty (30) to forty (40) hours per work week.
- B. Regular Part-Time: A regular part-time employee is an employee regularly scheduled to work less than thirty (30) hours per work week.
- C. Casual or Temporary: A casual or temporary employee is an employee who is hired for a period of no more than six (6) months, other than agency or internal travel department staff. Any extensions of this six (6) month time period will be discussed with the Union first. Temporary or casual employees may be used on a full -time or part-time basis provided they do not displace a bargaining unit employee.
- D. Per Diem: A per diem employee is an employee hired to work without a regular schedule during a period when additional work of any nature requires a temporarily augmented work force, or in the event of emergency, or to relieve regular full-time or part-time employees due to illness, vacation, absence, etc. A per diem employee may also work on an "on call" or "as needed" basis.
- 7.2 Casual or temporary employees are not part of the bargaining unit covered by this Agreement and, therefore, do not accrue seniority, are not entitled to fringe benefits, and are not entitled to utilize the Grievance and Arbitration procedures set forth in this Agreement.
- 7.3 Per diem employees do not accrue seniority, and are not entitled to fringe benefits.
- 7.4 The Employer, in its discretion, may require a casual or temporary employee to work through some or all of the probationary period before becoming part of the bargaining unit as a regular full-time or regular part-time employee in the event that such employee has his/her regularly scheduled work hours increased so as to place the employee within the definition of a regular full-time or regular part-time employee.

ARTICLE 8 - PROBATIONARY PERIOD

- 8.1 The initial ninety (90) calendar days of a new employee's employment shall be considered to be a probationary period. The Employer may, in its discretion, extend the probationary period up to another ninety (90) calendar days, the conditions of which shall be specified in writing, to more fully evaluate an employee's performance. If extended, the Employer will notify the Union.
- 8.2 During an employee's probationary period, or as extended, the employee may be disciplined or terminated from employment with or without cause, at the sole discretion of the Employer. Any discipline or termination from employment occurring within or at the end of such probationary period shall not be subject to or reviewable under the Grievance and Arbitration provisions of this Agreement.
- 8.3 Probationary employees who are retained by the Employer after the end of their probationary period shall be credited with their most recent date of hire by the Employer for the purpose of determining their seniority and eligibility for those contractual benefits that are based upon length of service with the Employer. An employee, or the Union on behalf of an employee, may only utilize the Grievance and Arbitration provisions of this Agreement after the employee has successfully completed the probationary period (inclusive of any extensions).
- 8.4 If an employee is promoted to another bargaining unit position, the Employer shall have ninety (90) calendar days from the date of the promotion or the completion of any job training program, to judge the competency of the employee. During or at the end of this ninety (90) day period, the Employer may, in its sole discretion, return the employee to the position previously held by the employee at the employee's previous rate of pay. The return to the previous position/rate of pay shall not be subject to or reviewable under the Grievance and Arbitration provisions of this Agreement.

ARTICLE 9 - PRECEPTORS

A preceptor is an experienced employee proficient in clinical teaching and communication skills who is assigned specific responsibility for planning, organizing and evaluating the new skill development of a new employee who has been placed in a defined preceptor program, the parameters of which have been set forth in writing by the Employer. A preceptor may be assigned to an employee when it is determined to be appropriate by the Employer.

ARTICLE 10 - PERFORMANCE OF WORK AS DIRECTED

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 life of any person is not placed in serious peril and the instruction does not require the employee to violate any law.

ARTICLE 11 - JOB OPENINGS

All vacant positions shall be posted on the Company's intranet for a minimum of five (5) business days pursuant to the Company's Employee Transfer and Internal Job Posting and Hiring Policies.

ARTICLE 12 - PERSONNEL FILES

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

ARTICLE 13 - RESIGNATION

- 13.1 Employees shall be required to give at least eighteen (18) days' written notice of resignation. Employees are encouraged to give more advance notice so as to further enhance the Employer's chance of keeping a stable staffing pattern. This notice requirement shall not include any time used during the notice period for Paid Time Off or for unverified sick leave without prior approval.
- 13.2 Failure of the employee to provide the eighteen (18) day notice shall result in the loss of any accrued, but unused Paid Time Off. The Employer will give consideration to circumstances that would make such resignation notice by the employee impossible.

ARTICLE 14 - NON-DISCRIMINATION

The Employer and the Union agree to not discriminate against any employee covered by the Agreement with respect to terms and conditions of employment due to such employee's race, color, religion, gender, national origin, age, sexual orientation, union membership,

veteran status or disability, consistent with applicable federal, state, and local law.

ARTICLE 15 - DISCIPLINE AND DISCHARGE

- 15.1 No employee will be discharged, suspended or disciplined without just cause. The Employer otherwise maintains sole discretion in deciding whether to discharge, suspend or otherwise discipline any employee.
- 15.2 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.
- 15.3 All objections made by the Union or employee to disciplinary action must be processed through the Grievance and Arbitration provisions as outlined in this Agreement.
- 15.4 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
- 15.5 The parties acknowledge there may be circumstances involving serious offenses that justify immediate discharge or skipping one or more of the steps of progressive discipline. Examples of serious offenses include, but are not limited to theft, workplace violence, harassment, gross insubordination, falsification of records, and gross neglect or abuse of a patient.
- 15.6 In the event that disciplinary action is submitted to arbitration under the Grievance and Arbitration provisions, the Arbitrator shall not base his or her decision solely on the failure of the Employer to call a patient, visitor or employee witness to appear at a hearing. Furthermore, the Arbitrator shall not issue any subpoena or compulsion to attend to any such patient or visitor.

ARTICLE 16 – SENIORITY AND LAYOFF

16.1 Seniority.

- 16.1.1 Seniority shall be defined as an employee's continuous length of service with the Employer within a job classification within the bargaining unit, from the most recent date of hire as a full-time or part-time employee.
- 16.1.2 Seniority shall not apply to an employee until the employee has completed the introductory period specified in Section 8.1. Upon satisfactory completion of this introductory period, the employee shall be credited with seniority from the most recent date of hire.
- 16.1.3 Restoration of seniority for those employees who are rehired into regular status shall be in accordance with the Employer's Rehire Policy as it may be amended.
- 16.1.4 Seniority shall be the determining factor in layoff and recall from layoff where such factors as skill, competence, ability and prior job performance are substantially equal in the opinion of the Employer provided that opinion is not arbitrary and capricious.

16.2 Layoff.

- 16.2.1 A layoff is a permanent or prolonged reduction in the number of employees employed by the Employer.
- 16.2.2 Layoffs shall be by job classification.
- 16.2.3 Temporary and Introductory employees shall be laid off prior to any regular employees working in that job classification.

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

16.4 Recall.

- 16.4.1 Employees on layoff status shall be placed on a reinstatement roster for a period of six (6) months from the date of layoff. When vacancies within a job classification occur, the order of reinstatement shall be the reverse order of layoff providing the employee's skills and ability to fill the position are considered equal in the opinion of the Employer.

- 16.4.2 Providing skill, competency and ability in a specific area are considered equal, employees on layoff shall be entitled to reinstatement prior to any employees being newly hired.
- 16.4.3 In the event the Employer offers and an employee accepts voluntary layoff options with severance pay, the employee shall waive any recall rights.
- 16.5 Removal from Recall List.
- 16.5.1 If an employee does not return to work within seven (7) days of a recall notice sent by certified mail (or at such later date determined by the Employer), the employee will be removed from the recall roster and the Employer's recall commitments shall terminate.
- 16.5.2 The employee shall notify the Employer by certified mail of any change in the employee's current mailing address. If the employee fails to provide this notification, the employee's name shall be eliminated from the recall list and the Employer's recall commitments shall terminate.
- 16.6 Termination of Seniority. Seniority shall terminate upon cessation of the employment relationship or when a bargaining unit employee transfers to a non-bargaining unit position. Examples of seniority termination include but are not limited to the following: discharge, resignation, retirement, refusal to accept a comparable job opening (same shift and FTE) offered by the Employer while on the recall list, after six (6) consecutive months of layoff, or upon failure to comply with specified recall procedures.
- 16.7 Roster. In the event of a layoff, a seniority roster will be available to employees and the Union.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

- 17.1 The work week will consist of seven (7) consecutive twenty-four (24) hour periods beginning at 12:00 a.m. Sunday and ending at 11:59 p.m. Saturday. The weekend starts at 12:00 a.m. Saturday and ends at 11:59 p.m. Sunday.
- 17.2 The Employer will continue to comply with all local, state and federal wage and hour laws.
- 17.3 Management retains the exclusive right to schedule employees for work based on

the needs of each clinic. There shall be no guaranteed hours of work for any employee.

- 17.4 The parties mutually agree the Employer's patient census and other clinical needs will govern staffing requirements. When scheduled staff exceeds clinical needs, however, the Employer may reduce its staff. In making these reductions, the Employer will strive to follow the order outlined below:
1. Overtime
 2. Voluntary cut
 3. Per diem
 4. Extra days
 5. Involuntary cuts on a rotating seniority basis until all regular employees have been involuntarily cut
- 17.5 Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all hours worked after forty (40) hours in a week. When overtime is necessary, management will seek volunteers before mandating overtime.
- 17.6 There shall be no duplication of overtime for the same hours worked under any of the provisions of the Agreement, and to the extent that hours are compensated for at overtime under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provisions.
- 17.7 Management will make reasonable efforts to reduce the number of Saturdays worked by employees and will assign weekend days on an equitable basis among the employees. Employees may not be scheduled to work more often than every other weekend unless mutually agreed, or the needs of the business dictate otherwise.
- 17.8 Bargaining unit employees will be subject to the Employer's Meal and Rest Break Policies and Forms except that bargaining unit employees will be entitled to a fifteen (15) minute rest break for each four (4) hours of working time, which must be taken no later than the end of the third consecutive working hour. However, any missed rest break premium payments will be calculated in accordance with the Company's policies and Washington state law. Such premium payment calculations will be based on ten (10) minute rest break periods (not fifteen [15] minute rest break periods).

17.9 Rest Between Shifts.

- 17.9.1 Each employee shall have an unbroken rest period of at least eleven (11) hours between shifts unless mutually agreed to between the Employer and employee. Employees who work within the eleven (11) hour rest period and continuing until the completion of the shift will receive their regular rate of pay plus differential paid at fifty percent (50%) the employee's regular rate of pay.
- 17.9.2 This Section shall not apply to on-call, callback, in-service education offerings, committee meetings or staff meetings.

17.10 Posting of Schedules.

- 17.10.1 The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation.
 - 17.10.2 The Employer shall determine and post monthly work schedules fourteen (14) days immediately preceding the effective date of the schedule. Except for emergency conditions involving patient care and reduced work load conditions, posted schedules may be amended only by mutual agreement.
 - 17.10.3 Should it be necessary to change work schedules at the time of posting, in accordance with this Article, the Employer will first seek volunteers. If no volunteers are available, the schedule or shift change will be assigned in inverse order of seniority on a rotating basis.
 - 17.10.4 Any increase in scheduled hours of work for part-time employees will be discussed and mutually agreed to prior to posting the work schedule, except for holiday coverage.
 - 17.10.5 Employee initiated changes shall not result in additional contract overtime or premium pay obligations being incurred by the Employer.
- 17.11 Extra Shifts. In the event extra hours or shifts become available, employees may volunteer for the extra hours or shifts and will be selected based on a first come, first served basis as long as the extra hours or shifts do not result in overtime for the employee who volunteers.

17.12 Report Pay.

- 17.12.1 Effective upon the first payroll period following ratification, employees who report for work as scheduled unless otherwise notified in advance and have been released from duty by the Employer because of low census shall receive a minimum of four (4) hours of work at the regular rate of pay.
- 17.12.2 Where the Employer has left a message on the employee's phone (documented attempts will be recorded) at least one and one-half (1.5) hours prior to the shift start time advising the employee not to report for work, such communication shall constitute receipt of notice not to report for work and this Section shall not apply.
- 17.12.3 It shall be the responsibility of each employee to notify the Employer of his or her current address and telephone number. Failure to do so shall excuse the Employer from these minimum pay requirements.
- 17.12.4 Except as otherwise provided herein, employees shall not be paid for time not worked.
- 17.12.5 This Section shall not apply to attendance at mandatory department meetings.
- 17.13 Rotating shifts. Except in emergency situations, the Employer will not schedule employees to rotating shifts on a regular basis without mutual agreement.

ARTICLE 18 - COMPENSATION

18.1 General Wage Increases. The following hourly wage rate minimums shall apply for the duration of the Agreement:

- Effective the second regular payroll period following ratification, all bargaining unit employees shall receive a 2.0% wage increase.
- Effective the first regular payroll period following one year from the date of ratification, all bargaining unit employees shall receive a 2.5% wage increase.
- Effective the first regular payroll period following two years from the date of ratification, all bargaining unit employees shall receive a 2.5% wage increase.

*PCT Minimum Hourly Rate \$21.01/ Maximum. Hourly Rate \$30.47

*PCT II Minimum Hourly Rate \$22.89/ Maximum. Hourly Rate \$34.35

Market Adjustment: Effective upon the first payroll period following ratification employees will receive either the greater of 4.0% market adjustment or the Minimum Hourly Rate adjustment above, whichever is greater. Thereafter, the General Wage Increase shall be applied beginning the second payroll period following ratification.

- 18.2 Effective the first regular payroll period following ratification, all bargaining unit employees shall receive a one time, lump sum bonus payment of seven hundred and fifty dollars (\$750.00), less applicable payroll taxes and withholdings required by law.
- 18.3 No employee will have their wages reduced as a result of this Agreement.
- 18.4 The wage rates set forth in this Agreement are intended only to be the minimum wage rates the Employer is obligated to pay. Nothing contained in this Agreement shall preclude the Employer from paying more than these minimum wage rates at its sole discretion. An existing employee's hourly rate shall not be less than newly hired employees with comparable or less experience.
- 18.5 Placement for Promotions. Effective upon the first payroll period following ratification, a PCT I who receives their Certified Clinical Hemodialysis Technician (CCHT) certification shall be promoted to a PCT II and shall receive a minimum of a five percent (5%) increase.
- 18.6 Employer Meetings. Employees shall be compensated at the applicable rate of pay for all time spent at meetings where attendance is required by the Employer.

ARTICLE 19 - PREMIUM PAY

- 19.1 Shift Differential. PCTs who work evening shifts (between 5:00 p.m. and 11:00 p.m.) will receive a differential paid at 7% of the base rate consistent with the Company's Evening and Night Differential Pay policies and procedures. PCTs who work night shifts (between 11:00p.m. and 7:00 a.m..) will receive a differential paid at 10% of the base rate consistent with the Company.
- 19.2 Weekend Premium. Pay. PCTs who work weekend shifts shall receive a 10% pay differential for all hours worked on a weekend shift.
- 19.3 Preceptor Pay. Effective the first payroll period following ratification, PCTs who

work as preceptors shall receive an extra \$2.00/hour while performing preceptor duties.

- 19.4 Float Pay. PCTs who float to another clinic shall receive a 15% pay differential for all hours worked while floating to another clinic.*

*Float pay applies exclusively to PCTs who regularly work at one specific clinic but occasionally float to different clinics. Float pay does not apply to inpatient PCTs.

ARTICLE 20 - PTO, HOLIDAYS AND SICK LEAVE

- 20.1 Paid Time Off. Bargaining unit employees will continue to receive Paid Time Off ("PTO") benefits based on the Employer's established PTO policies and procedures as they may be amended or modified at the Employer's sole discretion. Bargaining unit employees will be subject to the same PTO policies and procedures as all other employees.
- 20.2 Holidays. Observance and pay for holidays will be determined by varying business and operational needs. Bargaining unit employees will receive the same holidays as all other employees and will be subject to the same holiday policies as they may be amended or modified at the Employer's discretion.

The following six holidays are recognized by the Company:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- 20.3 Sick Leave. All bargaining unit employees will continue to receive paid sick and extended sick leave based on the Employer's established policies as they may be amended or modified at the Employer's sole discretion. Bargaining unit employees will be subject to the same paid sick and extended sick leave policies as all other employees.
- 20.4 Cash Out Option. The Employer will allow PTO cash outs in accordance with IRS regulations and the Employer's PTO cash out policy.

ARTICLE 21 - INSURANCE PROGRAMS AND BENEFITS

- 21.1 Benefits Plan. Employees assigned thirty (30) hours or more per week are eligible for medical, dental and vision insurance benefits. Cost sharing for these plans will depend on the selected option and the employee's status. Employees can enroll in the benefit plans on the first of the month following thirty (30) days of active employment in a benefits-eligible position.
- 21.2 Workers' Compensation. The Employer shall provide Workers' Compensation insurance for all employees as required by law.
- 21.3 Unemployment Compensation. The Employer shall provide Unemployment Compensation insurance for all employees as required by law.
- 21.4 Life Insurance. A life insurance plan will be provided to all eligible employees. Eligibility requirements shall be defined in the plan documents. Employees will be notified in advance of open enrollment dates.
- 21.5 401(k). The Employer will provide a 401(k) plan for its employees. Eligibility requirements for participation including eligible hours and contribution rates shall be defined by the Employer's plan document.
- 21.6 Plan Changes. Participation in the Employer's Benefit Plan, Retirement Plan and any other benefits set forth in this Article 21 shall be subject to the plan's specific eligibility requirements. In the event the Employer modifies its current plan(s) or provides an alternative plan(s), the Employer will notify the Union in writing thirty (30) days prior to implementation and will answer any questions the Union may have in response to receiving the plan changes.

ARTICLE 22 - LEAVES OF ABSENCE

Bargaining unit employees are subject to the Employer's Leaves of Absence policies on the same basis and to the same extent as is applied to all other employees and as they may be amended from time to time within the discretion of the Employer, provided, however, that the Employer will notify the Union in writing thirty (30) days prior to implementing any amendment(s). The current such policies are attached hereto as Exhibit 1.

ARTICLE 23 - GRIEVANCE AND ARBITRATION PROCEDURES

- 23.1 An employee may discuss concerns and complaints with his/her immediate supervisor in an attempt to resolve the issue prior to it becoming a written grievance.

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

Step 1: All written grievances shall be presented to the Clinical Manager of the affected employee(s) within fourteen (14) calendar days of the occurrence giving rise to such grievance. The written grievance must be signed, dated, and contain a description of the conduct complained of, including the Article(s) of the Agreement allegedly violated. In the event the written grievance is not resolved by discussions between the Clinical Manager, Union Steward and/or the affected employee, the grievance may be taken to Step 2.

Step 2: A grievance not satisfactorily resolved in Step 1 shall, within fourteen (14) calendar days from receipt of the Clinical Manager's Step 1 response, be submitted in writing by the Union Steward or the affected employee to the Director of Operations or other designee, as applicable. A written answer to the grievance will be due within fourteen (14) calendar days after the Director of Operations' receipt of the Step 2 written grievance.

Step 3: If a grievance has not been satisfactorily resolved in Step 2, a written request for a Step 3 meeting must be received within fourteen (14) calendar days of the receipt of the Director of Operation's Step 2 response. The meeting will be held within fourteen (14) days at a mutually agreeable time with the Union Representative, the grievant, and the Regional Vice President. A written answer will be due within fourteen (14) calendar days after the Step 3 meeting. Grievances by the Employer shall be commenced at Step 3 and be submitted, in writing, to the Union's Business Representative.

Step 4: If a grievance has not been satisfactorily resolved in Step 3, it may be submitted to arbitration within fourteen (14) calendar days after the written answer in Step 3 is issued or otherwise due by the Employer or the Union, as the case may be, by requesting the Federal Mediation and Conciliation Service ("FMCS") to provide the Employer and the Union a panel of seven (7) arbitrators. The parties shall alternately strike names from the list. The order of striking shall be determined by lot. The one person remaining shall be the Arbitrator.

23.3 If the Union fails to file or process a grievance at any step within the time limits set forth above and the procedure is not waived by mutual written agreement, that grievance shall be considered and deemed waived or settled and such failure shall constitute a bar to all future actions thereon. Failure on the part of the Employer's

designated representative to answer a grievance at any of the steps in the grievance procedure shall not be deemed acquiescence thereto, but the grievance may progress to the next step if so processed by the Union.

- 23.4 The arbitration of a grievance shall be extended only to those grievances which are arbitrable under this Agreement. In order for a grievance to be arbitrable: (1) it must have been processed through the grievance procedure properly and within the applicable time limits as set forth in this Agreement; and (2) it must be referred to arbitration within the applicable time limits as set forth in this Agreement.
- 23.5 The Arbitrator shall consider only the particular issue or issues presented in writing by the Employer and the Union, and the decision and award shall be based solely upon his/her interpretation of the meaning and application of the terms of this Agreement to the facts of the grievance presented. The Arbitrator has no authority or power to add to, delete from, modify, disregard, or alter any of the written terms of this Agreement. The Arbitrator shall not consider the failure of an employee requested to attend as a witness at a hearing as prejudicial. A decision of the Arbitrator on any grievance within the scope of the issues submitted and within the Arbitrator's authority shall be final and binding on the Company, the Union and the members involved.
- 23.6 The Arbitrator's fees and expenses shall be borne equally by the parties to this Agreement. The expenses incidental to each party's witnesses shall be borne by the party calling the witness.
- 23.7 The fact that a claim or dispute has been processed under the grievance procedure set forth in this Agreement will not preclude the raising of the question of arbitrability with respect to such claim or dispute before the Arbitrator selected to hear such claim or dispute.
- 23.8 No more than one (1) grievance shall be submitted to the same Arbitrator at a single hearing, except by mutual agreement of the parties.

ARTICLE 24 - STRIKES AND LOCKOUTS

- 24.1 There will be no boycotting, bannering, picketing, hand-billing, leafletting, strikes, sympathy strikes, concerted mass sickouts, refusal to cross any picket line, lockouts or other work stoppages during the life of the Agreement. Union communications to employees regarding contract updates or other union business will not constitute a violation of this Section as long as these communications are directed solely to the

Union's members. Violation of this Section may result in the immediate discharge of the employee or employees committing such violation.

- 24.2 Discharge for the conduct noted above shall not be subject to submittal through the Grievance and Arbitration procedures except on the limited issue as to whether the employee has engaged in such proscribed activity. If the Employer is able to prove that an employee engaged in the above proscribed activity, the Arbitrator shall have no authority to change the penalty of discharge of the employee.
- 24.3 There shall be no offensive lockout during the term of the Agreement so long as this Article is not violated by the Union, its officers, representatives, agents, members and the employees covered by the Agreement.
- 24.4 In the event of an alleged breach of this Article, either party may institute expedited arbitration by telephone, telecopy, electronic mail and/or overnight mail to the FMCS and the other party:
- a. The FMCS shall designate an arbitrator to hear the dispute as expeditiously as possible after receipt of such telephone, telecopy, electronic mail and/or overnight mail. The Arbitrator so designated shall hold a hearing as promptly as possible, but in no event later than seventy-two (72) hours after receipt of his/her designation as an arbitrator. If the Arbitrator is not available within seventy-two (72) hours, the hearing will be conducted as soon as possible.
 - b. The Arbitrator's award shall be issued as soon as possible, but in no event less than three (3) hours after the conclusion of the hearing. The award shall be effective immediately, and shall be in writing, but may be issued without a written opinion.
 - c. If either party requests an opinion, the Arbitrator will issue one within a reasonable time, but this shall not affect the validity of the award or interfere with or delay in any way the enforcement of this award.
 - d. The Arbitrator shall award appropriate relief, including a directive to return to work or to cease a lockout. In no event shall the arbitrator appointed under this Article have the authority to hear any dispute except the question of whether this Article has been violated. Failure of any party to attend the arbitration hearing as scheduled shall not delay arbitration, and the Arbitrator is authorized to, and shall in fact, proceed to take evidence and issue the award as if such party were present.
 - e. The use of arbitration in connection with this Article shall not

impede or foreclose the Employer or the Union from seeking and obtaining damages or injunctive relief for any violation of this Article in any court of competent jurisdiction.

ARTICLE 25 - GENERAL PROVISIONS

- 25.1 Complete Agreement. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement.
- 25.2 Entire Agreement. The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.
- 25.3 Severability. In the event that any provision(s) of the Agreement shall be held to be invalid, illegal or otherwise prohibited by law, then such provision (or portion thereof) shall be deemed amended so as to comply with such law, to the extent possible, or if such amendment is not possible, then such provision shall be null and void but such invalidity shall not affect the enforceability of the remainder of the Agreement.
- 25.4 Shared Values Clause. As stated in the Fresenius Medical Care Code of Ethics and Business Conduct, Renal Care Group, Inc. upholds the values of quality, honesty and integrity, innovation and improvement, respect and dignity, as well as lawful conduct, especially with regard to anti-bribery and anti-corruption. The Employer upholds these values in its own operations, as well as in its relationships with business partners. Renal Care Group Inc.'s continued success and reputation depends on a common commitment to act accordingly. Together with Renal Care Group, Inc., UFCW Local 21 is committed to uphold these fundamental values by adherence to applicable laws and regulations.

ARTICLE 26 - DURATION

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

IN WITNESS THEREOF, the parties hereto have executed this Agreement this ____ day of _____,

RENAL CARE GROUP, INC.

UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL
UNION, LOCAL 3000

Holly Miller

Assistant Treasurer

Fayd Suet

Appendix A

1. Mt Rainier: 1115 Regents Boulevard, Fircrest, WA 98466
2. East Tacoma: 1415 E 72nd St E, Tacoma 98404
3. South Tacoma: 5825 Tacoma Mall Blvd Ste 103, Tacoma 98409
4. Gig Harbor: 4700 Point Fosdick Dr NW Ste 101, Gig Harbor 98335
5. Puyallup: 702 S Hill Park Dr Ste 105, Puyallup 98373

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

Exhibit 1

[Insert Employer's Leaves of Absence policies]

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

Extended Sick Leave Program

Introduction

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

Eligibility for ESL

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

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

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

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

ESL Accrual

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

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

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

Example of pro-rated ESL:

Standard weekly hours = 30

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

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

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

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

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Extended Sick Leave Program, Continued

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

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

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

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

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

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

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

Use of ESL Eligible employees can use accrued available ESL hours:

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

* Employees in Massachusetts should refer to the MA Paid Family Medical Leave Policy for additional information on the use of ESL.

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

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Extended Sick Leave Program, Continued

**Use of ESL,
continued**

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

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

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

Payment of ESL

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

**ESL during a
Leave of
Absence**

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

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

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

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

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

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Extended Sick Leave Program, Continued

**ESL during a
Leave of
Absence,
continued**

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

**Employee
Status Change**

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

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

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

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

**ESL at
Separation**

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

Responsibility

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

**Related
Documents**

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

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Family and Medical Leave Act

Introduction

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

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

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

Eligibility

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

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

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

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

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

Qualifying Reasons for FMLA Leave

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

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

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Family and Medical Leave Act, continued

Qualifying Reasons for FMLA Leave, continued

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

Leaves for Serious Health Conditions

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

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

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

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

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

FMLA Leaves for Pregnancy, Childbirth, or Adoption

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

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

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

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Family and Medical Leave Act, continued

Leaves for Qualifying Exigencies

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

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

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

Some examples of "qualifying exigencies" include:

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

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

Leaves for Military Caregivers

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

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

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

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Family and Medical Leave Act, continued

**Leaves for
Military
Caregivers.
continued**

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

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

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

**Duration of
Leave**

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

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

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

**Intermittent
Leaves and
Reduced Work
Schedules**

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

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

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Family and Medical Leave Act, continued

**How FMLA
Time is
Counted**

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

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

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

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

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

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

**Notification
Requirements -
Employee**

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

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

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

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

Manager's Role

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

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Family and Medical Leave Act, continued

Notification Requirements - Fresenius Leave Management and Accommodation Office

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

Required Employee Documentation

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

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

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

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

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

Pay While on FMLA Leave

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

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

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

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

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

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Family and Medical Leave Act, continued

Pay While on FMLA Leave, continued

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

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

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

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

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

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

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

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

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

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Family and Medical Leave Act, continued

**Benefits
Continuation**

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

Employees have the option of:

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

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

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

**Benefits
Continuation –
Medical, Dental
& Vision**

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

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

**Benefits
Continuation—
STD and Life
Insurance**

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

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

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

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Family and Medical Leave Act, continued

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

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

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

Examples:

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

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

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

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

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

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

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General Medical Leave of Absence ¹

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

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

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THE UNION DIFFERENCE

As a union member, you have certain rights at your workplace:

A Voice at Work

Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management—as equals—over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

Right to Union Representation

Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your “Weingarten” right, after a Supreme Court case which established the right to representation.

Just Cause for Discipline

The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different “tests” of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

The Security of a Union Contract

As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 50,000 other members of UFCW 3000.

Union Leadership

UFCW 3000 leadership is provided by the member-elected Executive Board. The Executive Board is made of rank-and-file UFCW 3000 members from diverse workplaces, income levels and backgrounds.

My Shop Steward is:

My Union Rep is:

*Building a powerful Union that fights for economic,
political and social justice in our workplaces
and in our communities.*

Seattle: 5030 First Ave S, Suite 200, Seattle, WA 98134-2438

Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604

Des Moines: 23040 Pacific Hwy S, Des Moines, WA 98198-7268

Silverdale: 3888 NW Randall Way, Suite 105, Silverdale, WA 98383-7847

Spokane: 2805 N Market St, Spokane, WA 99207-5553

Spokane: 1719 N Atlantic St., Spokane, WA 99205

Tri-Cities: 2505 Duportail St, Suite D, Richland, WA 99352-4079

Wenatchee: 330 King St, Suite 4, Wenatchee, WA 98801-2857

Yakima: 507 S 3rd St, Yakima, WA 98901-3219

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1-800-732-1188 | MEMBER RESOURCE CENTER 1-866-210-3000

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