

# EMPLOYEE REQUEST FOR FMLA LEAVE, PERSONAL LEAVE, MILITARY LEAVE, OR REASONABLE ACCOMMODATION

LAST NAME		FIRST NAME	JOB TITLE	TODAY'S DATE	DATE OF HIRE			
CU	CURRENT HOME ADDRESS PHONE NUMBER							
EMAIL ADDRESS			SITE					
ST	EP 1 – WHAT IS THE REASON	FOR REQUESTING A RE	ASONABLE ACCOMODAT	ION FOR LEAVE				
MY	OWN LEAVE:							
	Pregnancy, pregnancy-related condition, or prenatal care  The birth of a child, or placement of a child with me for adoption or foster care  My own serious health condition  A work-related injury for which a workers' compensation claim has been filed  Call to Active Military Duty  Personal/Other:							
LEA	LEAVE FOR A FAMILY MEMBER:							
	To care for the following family member with serious health condition:  For a Qualifying Exigency due to the covered active duty status or call to active duty  To care for a covered service member with a serious injury or illness  Call to Active Military Duty  Personal/Other: Explain:							
ACC	OMMODATION:							
	To be able to enjoy certain benefits or privileges of employment (e.g., training)							
ST	EP 2 – IF REQUESTING LEAVE,	WHAT ARE THE DAYS	YOU ARE REQUESTING O	=F				
	The N	Medical Certification yo	ou provide must match the	e days which you are requesting o	ff			
The	requested time will be taken:							
	Intermittently: hour	s/days per week/mont	h. Commencing:	ted Date of Return: Anticipated End I	Oate:			
ST	EP 3 – ACCRUED VACATION A							
	Accrued	•	nl time is paid on regular p d personal time do not ac	oay dates until it has been exhaus crue while on leave.	ted.			
Cl	URRENT VACATION HOURS	CURR	ENT PERSONAL HOURS	AS OF DATE				
ST	EP 4 – BENEFIT STATUS							
BEN	FIT STATUS							
	I DO have health, dental, vision I DO NOT have health, dentall f you checked "do not", skip	al, vision, supplementa	=					

1. M2 will continue to pay the company portion of the premiums while I am out on a qualified leave of absence

- 2. I am responsible for paying my portion of the benefits while on leave
- 3. Children will need to be added to the group insurance within 30 days of the event date (adoption date, birth date, etc.)
- 4. M2 will provide additional benefits information upon APPROVED Leave of Absence

#### STEP 5 – RENT CREDITS & REIMBURSEMENTS

#### **RENTAL STATUS**

☐ **I DO** receive a rental credit through M2

I DO NOT receive a rental credit through M2

If you checked "do not", skip to Step 6

- 1. M2 will continue to offer rent credit for the first month while I am out on a qualified leave of absence
- 2. I am responsible for paying my portion of the rent while on leave
- 3. If payments are not made on time, you may risk being evicted
- 4. Absences beyond 30 days will need to be discussed prior to leave to determine further rental accommodations
- 5. Payroll reimbursements will not be paid while on a qualified leave of absence

## STEP 6 – ACCEPTABLE CERTIFICATION DOCUMENTATION

All forms referenced below are available from your Property Manager, Regional Manager or Human Resources Director. Other Medical Provider notes are accepted if they provide adequate information addressing the leave of absence.

MY OWN LEAVE (except military leave):

	Yes, a completed medical certification is attached (for birth, serious health condition, surgery, workers comp)
	Yes, a birth certificate or proof of placement of a child through adoption or foster care is attached (for benefit purposes)
	No, but the required documentation will be provided within 15 calendar days from the date of this request
LEA\	/E FOR A FAMILY MEMBER:
	Yes, a completed medical certification for serious health condition of my family member is attached
	Yes, a completed Certification for Serious Injury or Illness of covered service family member is attached
	Yes, a completed Certification of Qualifying Exigency leave for Military Family Leave is attached
	No, but the required documentation will be provided within 15 calendar days from the date of this request

## STEP 7 – YOUR RIGHTS AND RESPONSIBILITIES UNDER FMLA (FAMILY AND MEDICAL LEAVE ACT)

- 1. In order to qualify for FMLA leave an associate must (i) have worked for M2 Property Group for at least twelve months; (ii) have worked at least 1,250 hours during the one year period before the leave is to begin, and (iii) be employed at a worksite with 50 or more associates within a 75 miles radius of the worksite. If you don't meet these qualifications, you may be eligible for a personal leave of absence.
- 2. If I meet the qualification requirements for FMLA in no. 1 above, I have the right to take up to 12 weeks of unpaid, job-protected leave in a 12-month period (i) to care for a newborn child or a child newly placed in my care through adoption or foster care (and the leave is to be taken within one year of the birth or placement), (ii) for my own serious health condition, (iii) to care for my parent, spouse, or child with a serious health condition, or (iv) because of a qualifying exigency arising from the fact that my parent, spouse, son, daughter, or next of kin is on covered activity military duty. The 12-month period for these purposes is a rolling 12-month period beginning the first date of my leave and expiring after 12 weeks (unless for care of a covered service member).
- 3. I have the right under FMLA to take up to 26 weeks of unpaid, job-protected leave in a single 12-month period to care for a covered service member who has a serious injury or illness incurred in the line of duty while on active duty. The single 12-month period for this leave begins the first day I take FMLA leave for this purpose and ends 12 months after that.
- 4. If I take intermittent or reduced hours FMLA leave that is foreseeable based on planned medical treatment for me, a family member, or covered service member, M2 may temporarily transfer me to another position for which I am qualified to better accommodate that leave.
- 5. Workers' compensation leave will run concurrent with FMLA leave.
- 6. While on leave it is my responsibility to report to my direct supervisor every \_\_\_\_\_\_weeks (as agreed), regarding my status and intent to return to work
- 7. I will notify my direct supervisor at least five days before the end of my leave to confirm my intent and ability to return to work. If any circumstances of my leave change at any time, I agree to notify my direct supervisor within two (2) business days.
- 8. If I return to work within the FMLA-covered leave period, I have the right to be restored to the same position I held before taking the leave or to an equivalent position in terms of pay, benefits, and working conditions, except if I would not have otherwise been employed in such position even if I had not taken FMLA leave or if I am a key employee and have been given notice of the non-reinstatement.
- 9. If my leave extends past the protected amount of time, I may not be eligible for the same reinstatement benefits.

## STEP 8 – YOUR RIGHTS AND RESPONSIBILITIES UNDER THE AMERICANS WITH DISABILITIES ACT (ADA)

- 1. If my accommodation is a leave of absence (LOA), while on leave it is my responsibility to report to my direct supervisor every \_weeks (as agreed), regarding my status and intent to return to work.
- 2. If my accommodation is a LOA, I will notify my direct supervisor at least five days before the end of my leave to confirm my intent and ability to return to work. If any circumstances of my leave change at any time, I agree to notify my direct supervisor within two (2) business days.

- 3. If my accommodation is not a LOA, I understand that I must be able to perform the essential functions, with or without reasonable accommodation, in order to be qualified for my job, and that removal of essential job functions is not a reasonable accommodation.
- 4. If my accommodation is a LOA, and my leave extends past the amount of time approved by M2, I may not be eligible for reinstatement.

## STEP 9 – EMPLOYEE AGREEMENT TO REASONABLE ACCOMMODATION OR LEAVE CONDITIONS

In order to be eligible for a Reasonable Accommodation, I understand that I must comply with the following requirements:

- 1. Obtain formal approval of the reasonable accommodation. If I am requesting a LOA, provide sufficient notice- 30 days if possible
- 2. Provide appropriate documentation as requested within the timeframe provided. This applies not only to initial documentation, but ongoing documentation as requested.
- 3. If my accommodation is a LOA, return on the designated "return date" and provide appropriate "return to work" note from a doctor releasing me to work and indicating any restrictions.
- 4. If my accommodation is a LOA, I understand that upon returning to work I need to be able to perform the essential functions of my job, with or without reasonable accommodation, unless placed in an alternative position.
- 5. If my accommodation is a LOA and I am unable to return to work on the designated date, I will obtain approval of an extension of the LOA by providing appropriate documentation in writing within the designated timeframe.
- 6. If my accommodation is a LOA, if my leave extends past the amount of time approved by M2, I may not be eligible for reinstatement.

#### Failure to comply with above conditions:

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If I fail to return on the approved date for my original leave, or from any approved extension thereafter, M2 Property Group may terminate my employment.

I h		or leave of absence with my direct supervisor/HR and understand my rights and operty Group. Please refer to the full policy in the Employee Handbook		
Er	nployee Signature	Date		
Supervisor Signature		Date		
Н	uman Resources Signature	Date		
ST	EP 11 –HUMAN RESOURCES TO COMPLETE			
	We have discussed the above terms of this accommodation	or leave of absence with the employee and have determined the following:		
Emp	ployee is eligible for the following protected leave:			
	FMLA Leave	State-Specific Leave (if applicable)		
Emp	ployee is not eligible for FMLA-protected leave because:			
	Employee did not work 1250 hours before the leave is to be	egin		
	Employee is not employed at a worksite with 50 or more employees within a 75-mile radius			
	Employee has exhausted his/her allowed time under FMLA	within the designated 12-month period		
Add	itional Approval:			
	Employee is not eligible for protected leave; however, M2 has agreed to grant a non-FMLA personal leave of absence at this time			
	Employee is being granted military leave			
	Employee is being granted leave as a reasonable accommodation under the ADA under a pregnancy accommodation law			
	M2 is unable to accommodate the employee's request for accommodation under the ADA as it will create an undue hardship on M2 Pr Group or will result in a direct threat to health and safety			
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۸r	pproval Signature	Date		