

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

FROM: \_\_\_\_\_

RE: Request for Leave of Absence

### Approval/Disapproval of Leave Request

On \_\_\_\_\_, you notified us of your desire to take a leave of absence due to \_\_\_\_\_

Your leave request has been approved or disapproved as indicated below.

- DISAPPROVED.** Reason for disapproval:
  - You have already used all available leave
  - You do not meet eligibility requirements for leave because \_\_\_\_\_.
  - Required *Medical Certification* form has not been furnished (applies where the need for leave was foreseeable).
  - Disability necessitating leave not confirmed, or alternative means of accommodation offered.
  - Insufficient advance notice of need for leave given (leave is deferred until \_\_\_\_\_).
  - The leave would impose an undue hardship.
  
- APPROVED. You have been conditionally granted a leave of absence, subject to the Terms set forth below.**  
The leave will constitute the following type(s) of leave:
  
- PREGNANCY DISABILITY LEAVE AND FMLA MEDICAL LEAVE.** Pregnancy Disability Leave combined with FMLA leave provides the team member with 12 weeks leave for disability due to pregnancy, childbirth, or a related medical condition. (Certain states provide for longer leave periods and team members in such states will be provided leave in accordance with state regulations.) FMLA and PDL run concurrently for a maximum combined **total** of 12 weeks. In order to be eligible for this leave, a team member must have 12 months of service with FedEx Kinko's and have worked at least 1,250 hours in the 12 months preceding their leave.
  
- NON-FMLA PREGNANCY DISABILITY LEAVE.** A Pregnancy Disability Leave for team members who are ineligible for FMLA leave because they have fewer than 12 months of service with FedEx Kinko's or have worked fewer than 1,250 hours in the 12 months preceding their leave.
  
- WORKERS' COMPENSATION LEAVE AND FMLA MEDICAL LEAVE.** A Workers' Compensation Leave that will also constitute an FMLA Medical Leave until your available FMLA leave has been exhausted. Thereafter, the leave will constitute a Workers' Compensation Leave only. For use with FMLA eligible team members who are temporarily disabled and unable to work due to a work-related illness or injury.
  
- NON FMLA WORKERS' COMPENSATION LEAVE.** A Workers' Compensation Leave for team members who are ineligible for FMLA leave because they have fewer than 12 months of service with FedEx Kinko's or have worked fewer than 1,250 hours in the 12 months preceding their leave.
  
- FMLA MEDICAL LEAVE.** An FMLA Medical Leave because of your own serious health condition. Note: leaves associated with pregnancy disabilities or work-related illnesses or injuries may also constitute FMLA leave, but will be designated as FMLA Pregnancy Disability or FMLA Workers' Compensation Leave under the appropriate box

above. For team members who are temporarily disabled due to their own serious health condition and who have 12 months of service with FedEx Kinko's and have worked at least 1,250 hours in the 12 months preceding their leave.

- NON-FMLA MEDICAL LEAVE.** For use by team members who are temporarily unable to work because of their own health condition and not eligible for FMLA leave. Note: leaves associated with pregnancy disabilities or work-related illnesses or injuries may also constitute Non-FMLA Medical Leave, but will be designated as Non-FMLA Pregnancy Disability Leave or Non-FMLA Workers' Compensation Leave under the appropriate box above.
- FMLA FAMILY CARE LEAVE.** For one of the following reasons listed below. For use by team members who have 12 months of service with FedEx Kinko's and have worked at least 1,250 hours in the 12 months preceding their leave.
  - Birth of team member's child(ren)
  - Adoption of child(ren) by team member
  - Placement of child(ren) with team member for foster care
  - Serious health condition of team member's child(ren), spouse or parent
- FMLA Military Leave.** For one of the following reasons listed below. For use by team members who have 12 months of service with FedEx Kinko's and have worked at least 1,250 hours in the 12 months preceding their leave.
  - Qualifying Exigency Leave – an FMLA leave for team members whose spouse, son, daughter or parent is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation.
  - Servicemember Family Leave – an FMLA leave for team members to provide care for a servicemember who is a spouse, son, daughter, parent or next of kin. An eligible team member will be entitled to take a combined total of up to 26 workweeks off in any single 12 months.

**PERSONAL LEAVE**

**JURY DUTY LEAVE**

**MILITARY LEAVE**

**CA PAID FAMILY LEAVE**

**EXTENSION OF CURRENT LEAVE.**

Type of leave seeking to extend: \_\_\_\_\_

Dates of prior leave: \_\_\_\_\_ to \_\_\_\_\_

### **Proposed Timing of Leave**

Indicate the proposed start and end dates of the team member's leave (if known):

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

## **Terms of Leave**

The other terms of your leave are described below. These include important information concerning medical certification, continuation of benefits, and reinstatement rights. Please carefully review these terms.

- (1) If you are applying for leave due to your own serious health condition (including, if applicable, a disability due to pregnancy, childbirth or related medical conditions) or to care for a family member suffering from a serious health condition, then, if you have not already done so, you must furnish a completed *Medical Certification* form from your health care provider or your family member's health care provider. You can obtain a copy of this form from your manager or human resources. FedEx Kinko's granting of your leave is conditional upon our timely receipt of this *Medical Certification*. Failure to provide an appropriate certificate may result in a) delay in commencement of your leave until the certification is furnished, or b) if your leave has already commenced, cancellation of your leave (which requires you to immediately return to work) and possible disciplinary action, up to and potentially including termination of employment.
- (2) You may use any accrued vacation pay (if applicable) to supplement your income during your otherwise unpaid leave. The use of vacation pay during leave will not extend the amount of leave available. Vacation and sick time will accrue during an FMLA leave for a maximum of 12 weeks in a 12 month period.
- (3) FedEx Kinko's will continue paying for a full-time team member's group health insurance, life insurance and disability insurance while on leave as if the team member were still working, but for no more than 30 days during Personal Leave, 7 weeks during CA Paid Family Leave, and 12 weeks during all other approved leaves. For full-time team members on Military Leave, FedEx Kinko's will pay the entire cost of your group health insurance for up to 1 year from the start date of your leave. Life and disability insurance will continue for no more than 30 days during Military Leave. You will be responsible for continuing to pay for your share of such coverage. If you have been paying for your share of premiums through payroll deductions, and if you will be receiving pay during your leave through the use of accrued vacation pay or sick pay, then your share of premiums will be deducted from your paychecks. If you will not be receiving vacation pay and/or sick pay during your leave (or when such paid leave expires), you will be responsible for making arrangements to continue paying your regular monthly health insurance premiums and/or supplemental life insurance premiums. A letter will be mailed to you from the Benefits Department advising you of your payment options. Payments will be due on the day such premiums would normally be deducted from your paycheck if you were not on leave. You have a 30-day grace period in which to make premium payments. If you fail to timely pay for your share of insurance premiums, then your coverage may be cancelled (provided that we furnish you with at least 15 days' written notice before the date your health coverage will lapse), or, at our option, we may pay for your share of the premium payments during your leave and then recover these payments from you when you return to work.
- (4) Part-time team members on approved leave will receive notification from FedEx Kinko's medical vendor regarding payment of premium.
- (5) Team members on an approved leave will continue to have 401(k) contributions and loan payments deducted from checks received from FedEx Kinko's while on leave. If a team member has a 401(k) loan, they should contact Vanguard to determine repayment of that loan at 1-800 523-1188, plan number 093285.
- (6) If you fail to return to work at the end of your leave for reasons other than (a) the continuation, recurrence, or onset of a serious health condition of you or a family member that would otherwise entitle you to a family or medical leave, or (b) other circumstances beyond your control, then you will be obligated to promptly reimburse FedEx Kinko's for the health insurance premiums paid by FedEx Kinko's during the unpaid portion of your leave.
- (7) Team members will continue to accrue vacation pay and sick pay while on leave (but for no more than 30 days during Personal Leave, 7 weeks during CA Paid Family Leave, and 12 weeks in a 12 month period during all other approved

- leaves). Team members on Military Leave will continue to accrue vacation pay and sick pay for the length of their leave.
- (8) Team members on approved leave are not eligible for holiday pay. Team members in California are eligible to use their Personal Day/Floating Holiday during approved leave.
- (9) Team members on approved leave are not eligible for bereavement pay.
- (10) If you are taking a Workers' Compensation leave, then your leave will also constitute an FMLA Medical leave, or if you are not eligible for an FMLA Leave, a Medical Leave for Team members Not Covered by FMLA, and will count against your leave entitlements under those policies. Any request for a Workers' Compensation Leave is subject to verification that the illness or injury is covered under any and all workers' compensation requirements, including that it was incurred in the course and scope of your employment.
- (11) While on leave, you will be required to furnish us with periodic reports every 30 days of your status and intent to return to work.. If the circumstances of your leave change and you are able to return to work earlier than the date indicated above, then you must notify us at least 2 work days prior to the date you intend to report to work.
- (12) If you are taking a medical leave due to your own serious health condition (which may include disabilities due to pregnancy, childbirth and related medical conditions), then, as a precondition to being considered for reinstatement, you will be required to present a return to work note from your health care provider verifying your eligibility to return to work.. If you are unable to return to full duties, a detailed description of the limitations and/or accommodations must be provided. Reasonable accommodations may be extended to you, assuming such work is available, and in accordance with all applicable laws. All work releases must be provided to your supervisor before you will be allowed to return to work. If this work release is not received, then your return to work may be delayed until the work release is provided.
- (13) If you are taking a medical leave due to pregnancy, childbirth or related medical conditions, and if after recovering from your pregnancy disability you desire to apply for a family leave in order to spend time with your newborn, you should notify us of your desire to take such a family leave and submit a new leave application before your medical leave expires. We will then determine if you are eligible for such a family leave and notify you of the terms of such leave. If we do not receive such a request for a separate family leave, then we will expect you to return to work at the end of your medical leave.
- (14) Upon your timely return from an approved FMLA leave, you will be reinstated to your original or equivalent position with the same pay and benefits upon the expiration of your leave, unless otherwise permitted under FMLA. With respect to Non-FMLA leaves, we cannot guarantee your reinstatement to your original or equivalent position, except in certain cases when it is required under applicable law.
- (15) FedEx Kinko's complies with all federal and state leave laws in regard to granting leaves of absence to team members. If applicable state law provides for greater benefits than the federal leave law, then team members will be granted leave of absence under the state law.

Should you have any questions regarding the foregoing, please contact: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_