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This independently owned and operated McDonald's® franchise is an equal opportunity employer committed to a diverse and inclusive workplace.

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
 to care for the employee's child after birth, or placement for adoption
- or foster care;
- · to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

*Special hours of service eligibility requirements apply to airline flight crew employees.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- · interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- · discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division

WHD Publication 1420 · Revised February 2013

Hiring Manager: Detach and file separately

This independently owned and operated McDonald's® is an equal opportunity employer committed to a diverse workforce. In order to assist us in our efforts, we invite you to voluntarily provide responses to the following requests for information. Failure to respond will not subject you to adverse treatment. This form will be kept strictly confidential and will not be retained with your application. Information provided will be used only in accordance with law and for equal opportunity purposes.

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APPLICATION FOR EMPLOYMENT for McDonald's® Franchisee

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U.S. MILITARY Branch of Service Do you have service-related skills and experie applicable to civilian employment?	cribe	Date of Discho	arge	H	lighest Rank			

Please Read the Section Below Carefully Before Signing

- U.S. law requires that, if hired, you must furnish your choice of appropriate documentation establishing identity and employment eligibility, generally within 72 hours of starting work. Please consult a member of the management team to see a copy of DHS Form I-9 for a full list of acceptable documents.
- 1. I certify that I have read this application and the information on it is complete and correct. I understand that any omissions or misrepresentations of information are grounds for dismissal.
- 2. I authorize the persons, employers, schools and organizations listed on this application to give you any information concerning my employment and other pertinent information they may have, personal and otherwise, and release all parties from all liability and damages that may result from furnishing this to you.
- 3. I acknowledge that I am applying for employment with an independently owned and operated McDonald's® franchise, a separate company and employer from McDonald's® Corporation and any of its subsidiaries.
- 4. I acknowledge that the owner of this McDonald's® franchise reserves the right to amend or modify any of its handbooks or policies at any time and without prior notice. These policies do not create any promises or contractual rights between this employer and its employees. At this independently owned and operated McDonald's® franchise, employment is at will. This means an employee is free to terminate his/her employment at any time, without any reason, with or without cause, and the franchise owner retains these same rights. The owner of this independently owned and operated McDonald's® franchise is the only person who may make an exception to this, and any exception must be in writing, addressed to a particular individual, and signed by the owner.
- 5. This independent McDonald's® franchise is an equal opportunity employer. Various federal, state, and local laws prohibit discrimination on account of race, color, religion, sex, age, national origin, disability, veteran's status or other protected categories. It is this McDonald's® franchise's policy to comply fully with these laws, as applicable, and information requested on this application will not be used for any purpose prohibited by law.

You may be asked about your criminal conviction record prior to beginning work. You will not be asked and you will not be expected to disclose any convictions that have been annulled, expunged, erased, or sealed (or the equivalent under your state's law). Criminal convictions are not an absolute bar to employment.