

## Leave Without Pay (LWOP) - Checklist

Please contact your Human Resource Office (HRO) at (609) 562-0881 / 0874 with any questions.

Employee Name:

Phone #:

Supervisor Name:

Phone #:

### Section 1. Leave Without Pay (LWOP) Information (Please Initial)

IAW NDAA FY17 Section 513, all NJNG technicians on AGR and OTOT tours over 180 days are ineligible to use Military Leave (LM).

The effective date for LWOP will start (DDMMYYYY)

I understand that deductions for FEHB, NGAUS disability and TSP loans will occur if leave is used while on LWOP.

### Section 2. Entitlements while on medical or personal LWOP (Please Initial)

Compensatory Time Earned (CE), not to be confused with Travel Compensatory Time Earned (CB), cannot be used while on military orders. I understand that Compensation Time Earned (CE) will be held without forfeit if the LWOP-AUS exceeds the 26th pay period in which the compensatory time was earned.

I understand that I can use Annual Leave (LA), Time-Off Awards (LY), Compensatory Time-Off for Travel (CF) or Military Leave (LM) intermittently, while in a non-pay status.

I understand that termination or cancellation of any entitlement must be done within prescribed time frames and should not be done retroactively. I am responsible for notifying the HRO of any changes in my benefits prior and during my Leave Without Pay (LWOP).

### Section 3. Federal Employee Health Benefits (FEHB) (Initial ONLY ONE)

**I DO NOT have FEHB coverage.**

**I elect to continue my FEHB coverage during AUS\*.**

**If Title 10 Contingency: (example OPERATION FREEDOM SENTINEL, IRAQI FREEDOM, ALLIED FORCE)**  
While in a non-pay status and under Title 10 Contingency for Special Operations; the federal government will pay my share of FEHB premiums for up to 24 months. ***While using paid leave during Absent Uniformed Service (AUS), premiums will be paid by the employee.***

**If Title 10 Non-Contingency or Title 32:**

While in a non-pay status and under Title 10 Non-Contingency / Title 32, health benefits will continue for up to 12 months and **I am required to pay the employee's share of the premium** for the first 365 days. After the initial 365 days, I will pay **both** the employee share and government share of the premium, plus a 2% administrative charge. ***The premiums may be paid through direct payments or I may incur a debt and pay double premiums upon returning to duty.***

***\*I understand that the authority for a contingency operation MUST BE LISTED under Title 10 USC section 101 (a) (13) as instructed by OPM and DFAS. I remain liable for any debt resulting due to contingency orders not reflecting these authorities.***

**I canceled FEHB coverage prior to active duty for early TRICARE (Title 10-Contingency).**

I verified eligibility for Early TRICARE coverage and canceled my FEHB with the Army Benefits Center (ABC-C). I will contact ABC-C with any questions in regards to my canceled FEHB coverage.

**I elect HRO to terminate my FEHB coverage (SF2810) while on active duty to use TRICARE.**

I understand that I may terminate my FEHB coverage during AUS as a Qualifying Life Event (QLE). The effective date will be the day before active duty. I also understand that I will be required to notify HRO when to reinstate coverage upon the end date of my TRICARE coverage.

Health Insurance Provider \_\_\_\_\_

Health Insurance 3 Digit Code \_\_\_\_\_

**Section 4. Federal Employee Group Life Insurance (FEGLI)** (Initial ONLY ONE)

I **DO NOT** have FEGLI coverage.

I **DO** have FEGLI coverage and understand:

It will continue at no cost to me for up to 12 months in a **non-pay status**, and then terminate with an automatic 31-day extension of coverage and right to convert to a private policy. In the event of my death while on active military duty I am covered by FEGLI and death benefits will be payable to my beneficiaries.

**Section 5. Federal Employee Dental and/or Vision Program (FEDVIP)** (Initial ONLY ONE)

I **DO NOT** have FEDVIP coverage.

I **DO** have FEDVIP and understand that:

I may cancel my coverage due to a QLE by contacting BENEFEDS, or if I continue coverage, I am responsible for paying premiums directly. After two consecutive pay periods of **non-pay**, I will be switched to a Direct Bill method. This means I will receive a bill to my home address for my premiums, and I must pay this bill. If I do not pay by the due date specified on the bill, my coverage will be terminated.

For additional information contact BENEFEDS at 1-877-888-3337 or visit <https://www.benefeds.com>

**Section 6. Thrift Savings Plan (TSP)** (Initial ONLY ONE)

I **DO NOT** have a TSP debt/LOAN.

I **DO** have an **ACTIVE CIVILIAN TSP LOAN**: I understand I have a TSP debt/loan, and my loan payments will stop while I am in a non-pay status--because they come from payroll deductions. I understand that I cannot make payments on that loan from my Military LES. However, I can choose to continue to make payments by sending TSP a personal check or money order.

*Please initial the below Statement Of Understanding*

**I understand that no contributions will be made to my Civilian TSP while in LWOP- Absent Uniformed Service (AUS):** I may request retroactive contributions to my TSP account within 60 days of returning to duty by contacting HRO. Make up contributions may be reduced if I contributed to a Uniformed Services TSP while on active duty. No request needed for the automatic 1% agency contribution. \*\*\*

**Section 7. Flexible Spending Account (FSA)** (Initial ONLY ONE)

I **DO NOT** have a FSA (Health Care or Dependent Care).

I **DO** have a FSA and understand: I must notify FSA of my entrance in AUS to discuss my payment options.

**Section 8. National Guard Association United States (NGAUS) Disability Insurance** (Initial ONLY ONE)

I **DO NOT** have NGAUS Disability Insurance.

I **DO** have NGAUS Disability.

*\*Your NGAUS insurance will automatically be suspended upon the start of your non-pay status for military duty and reinstated upon the end of your tour once a Return To Duty Checklist is submitted. I understand that it is my responsibility to monitor my LESs for deductions. Please contact HRO if you wish to completely cancel your coverage.*

**Section 9. National Guard Association United States (NGAUS) Life Insurance** (Initial ONLY ONE)

I **DO NOT** have NGAUS Life Insurance.

I **DO** have NGAUS Life Insurance and understand premiums must be direct billed or will be terminated after 90 days if I do not assume responsibility of payments. Premiums will return to automatic deduction upon returning to duty.

For additional NGAUS Information call 1-800-955-7736 or visit <https://www.ngaus.org>

**Section 10. Federal Long Term Care Insurance Program (FLTCIP)** (Initial ONLY ONE)

I **DO NOT** have FLTCIP.

I **DO** have FLTCIP and understand my coverage will continue as long as I pay the premiums.

For more information contact FLTCIP at (800) 843-3557 or visit <https://www.ltcfeds.com>

**Section 11. Retirement / Military Deposit** (Please initial)

I understand that while on AUS:

I am still covered by retirement law (CSRS/FERS) and my death/disability benefits continue.

I can receive credit for military service performed during "LWOP" towards my civilian retirement if a Post 56 Military deposit is paid in full before my retirement. To make an appropriate military deposit for the service credit, complete a RI20-97 and attach a DD 214 copy 4 (must include type of discharge) documenting the period of service. Both documents are mailed or faxed to the appropriate DFAS address (on page 2 of RI 20-97). If paid within three years from RTD, no interest is charged.

If I am **not restored** within my 5 year cumulative USERRA period, the military deposit calculation would be based on my military basepay if my military service was performed under 10 U.S.C. If my military service was performed under 32 U.S.C., I will receive credit for six months of each calendar year while on Absent-US. (Military service performed under 32 U.S.C. is not creditable unless the employee returns to civilian duty via exercise of restoration rights under USERRA, and pays the military deposit.)

**Section 12. Leave and Earnings Statement (LES)**

I will submit a copy of my most recent LES and monitor for correct compensation and deductions during AUS.

---

**Employee Responsibility:** Complete checklist and provide to their supervisor and/or HRO Remote along with a copy of their military orders.

**Supervisor and/or HRO Remote Responsibility:** Initiate AUS (SF-52 or e52) action in DCPDs with completed checklist and military orders attached.

**Acknowledgement:** I have initialed above, my elections and the statements of understanding for this period of military active duty. I understand the elections I have made and the effects they have on my career. I will notify my supervisor and the Human Resource Office when my active duty is about to end and when I will return to duty. I understand that I am responsible for any credible technician pay deductions that occur during this LWOP period.

**Signature:**

**Date:**

**Home Of Record:**

**SSN:**

**Agency:**