

## **LEAVE OF ABSENCE, STRIKES, LAY-OFFS, AND QUALIFIED UNIFORMED SERVICE**

### **LEAVE OF ABSENCE**

If you are temporarily absent from work without pay, your employer may consider you to be on a leave of absence. During a leave of absence, you will not contribute to the Plan and will not accrue Creditable Service, but your vesting service will continue.

Unless your leave of absence is due to one of these four reasons . . .

- Illness or injury to the participant or a member of the participant's immediate family,
- To become an employee of a collective bargaining organization,
- To care for an elderly parent, or
- Some other reason specified by your employer's written leave of absence policy,

. . . you will not be permitted to remain on leave of absence for more than one year. At the end of one year, if you have not returned to work, you will be considered to have terminated your employment.

If your leave of absence is due to one of the four reasons listed above, your leave of absence may be extended to two years with the written consent of your employer and at the discretion of the Retirement Committee. After two years, if you have not returned to work, you will be considered to have terminated your employment. Under no circumstances will a leave of absence extend for more than two years.

When you return to work from a leave of absence, you will have a one-time opportunity to make up the contributions you missed while you were away. This payment must be made in one lump sum within one year of returning to work. If you make this payment, you will receive Creditable Service for the months you missed.

If you do not return to work, you will not have the opportunity to make-up contributions you missed during your leave of absence.

### **STRIKES AND LAY-OFFS**

If you are laid off by your employer without pay or if you go on strike against your employer, you will not be allowed to make contributions nor will you accrue Creditable Service. Unlike a leave of absence, you may not make up missed contributions if you are laid off or on strike.

### **QUALIFIED UNIFORMED SERVICE**

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Special rules will apply to you if you are away from employment by a Participating Employer because you are engaged in "Qualified Uniformed Service" with the military.

First, a period of Qualified Uniformed Service will be included in your Vesting Service.

Second, you will receive Creditable Service for that period if, upon return, you make employee contributions that you would have paid if you had not left for Qualified Uniformed Service. You will have either five years or three times your Qualified Uniformed Service, whichever is less, to repay these amounts. Note that if you were not yet a Participant when you left for Qualified Uniformed Service, you may make up contributions only for months during which you would have become a Participant, and you may receive Creditable Service only for those months.

Third, you may not be credited with more than five years of Vesting Service or Creditable Service under these rules.

Fourth, you will continue to be credited with Wage Bases while you are performing Qualified Uniformed Service. These Wage Bases will be based upon the compensation you would have received if not for your Qualified Uniformed Service.