

## SEVERANCE PAY PLAN

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The Severance Pay Plan is designed to assist employees whose earnings are unexpectedly canceled by layoff due to a reduction-in-force. Severance Pay Plan provisions for bargaining unit employees will be in accordance with applicable provisions of the collective bargaining agreements.

### WHO IS ELIGIBLE FOR THE SEVERANCE PAY PLAN?

#### Active Employees

All regular employees who work at least 20 hours per week are eligible for the Severance Pay Plan on the first day of active employment. Employees who are on a temporary appointment or a leave of absence are not eligible for this plan.

### ENROLLMENT

If you are eligible for the Severance Pay Plan, you do not need to enroll.

### SEVERANCE PAY PLAN COVERAGE

#### Benefits Provided

For active employees who are not members of the IBEW union, the plan provides the following benefits, subject to the Maximum Benefits Provision, based on Base Pay and Continuous Service for a reduction-in-force.

Years of Continuous Service	Severance Benefit
First 10 years	1 week of Base Pay for each year of Continuous Service
Over 10 years through 15 years	1 1/2 weeks of Base Pay for each year of Continuous Service over 10 and through 15 years
Over 15 years	2 weeks of Base Pay for each year of Continuous Service over 15 years

For active employees who are members of the IBEW union, the plan provides the following benefits based on Base Pay and Continuous Service.

Years of Continuous Service	Severance Benefit
First 10 years	1 week of Base Pay for each year of Continuous Service
Over 10 years through 15 years	1 1/2 weeks of Base Pay for each year of Continuous Service over 10 and through 15 years
Over 15 years	2 weeks of Base Pay for each year of Continuous Service over 15 years

### **Maximum Benefits**

For active employees who are not members of the IBEW union, the maximum severance benefit provided by the plan is 39 weeks of Base Pay with a cap of \$45,000.

For active employees who are members of the IBEW union, the maximum severance benefit provided by the plan will be in accordance with the applicable provisions of their collective bargaining agreements.

### **Payment of Benefits**

Severance benefits will be paid in either one or two lump sum payments. If payment of the severance benefit plus compensation for unused vacation would cause an employee to receive an amount in excess of one year's Base Pay during the calendar year, that portion of vacation and/or severance which causes the excess is deferred for payment during January of the following calendar year.

### **Recall to Work**

If an employee is recalled to work before the end of the period for which severance pay was received, the amount of overpayment will be considered an advance of future earnings.

### **Exclusions**

The Severance Pay Plan does not provide benefits to employees who voluntarily terminate because of resignation, retirement, disability, death, or for cause.

### **Questions About the Plan**

If you have a question about the Severance Pay Plan, contact the Human Resources and Occupational Medicine Division.

## **MISCELLANEOUS**

### **Base Pay**

Base Pay for the purpose of the Severance Pay Plan means your annual full-time equivalent basic rate of pay, before any salary reductions. It does not include overtime, bonuses, or any other compensation.

### **Continuous Service**

Continuous Service means service from your most recent hire date. Service performed prior to a break in employment is not included in Continuous Service.

For the final year of employment, service is computed in quarterly, three-month, increments with a full quarter's credit given for any fraction of a quarter attained.

Employees with less than one year of Continuous Service will be credited with a full year's service for the purpose of this plan.

If an employee was previously laid off with severance benefits, service used in the prior calculation will not be included for the purpose of another layoff.

Continuous Service will be reduced by time spent on approved leave of absence or in any employment category ineligible for severance benefits, such as part-time employment of less than 20 hours per week.

Continuous Service shall include continuous service, if any, with Associated Universities, Inc., Battelle Memorial Institute, Research Foundation of the State University of New York or the State University of New York at Stony Brook immediately prior to a transfer of employment to Brookhaven Science Associates, LLC.

Continuous Service for employees hired for the NSLS II project shall include continuous service, if any, with other Department of Energy contractors immediately prior to a transfer of employment to Brookhaven Science Associates, LLC.

### **General Information**

Information regarding the plan identification number, plan year, plan funding, type of plan, plan sponsor, plan administrator, agent for legal process, your rights under ERISA, prudent actions by plan fiduciaries, and modification, suspension, or termination of the plan can be found in the General Information section of this booklet.

### **Part-Time Employees**

Severance benefits for eligible part-time employees, or employees whose Continuous Service contains periods of eligible part-time employment, will be prorated in accordance with the employee's official work schedule for the period of part-time employment.

### **Termination of Coverage**

Severance Pay Plan coverage will cease when an employee is no longer eligible.

