

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. **Please note that the Employer reserves the right to amend or terminate this Severance Pay Plan at any time and for any reason.**

WHO IS ELIGIBLE FOR THE SEVERANCE PAY PLAN?

Active Employees

All regular employees of Brookhaven Science Associates, LLC (the "Employer") who work at least 20 hours per week are eligible for the Severance Pay Plan on the first day of active employment.

An employee is a "regular employee" if he/she is classified and treated for federal income tax purposes by the Employer as a regular full-time or regular part-time employee of the Employer (as opposed to a temporary, seasonal or casual employee, intern, independent contractor or consultant, agency worker or leased employee), even if the Employer's classification is later determined to be incorrect.

A term employee will be eligible for the Plan after 6 months of employment with the Employer of at least 20 hours per week.

In addition, an employee who was eligible to participate as described above, but whose schedule is reduced to less than 20 hours per week, but at least 10 hours per week, is eligible to participate for the 2-year period following the date his or her schedule is reduced to less than 20 hours per week. If an employee loses eligibility after the two-year period, he or she will regain eligibility upon the date that his or her schedule is increased to 20 or more hours per week, provided that he or she is then in an eligible classification. In addition, if an employee's schedule is further reduced to below 10 hours per week, the employee will become ineligible immediately upon the effective date of his or her reduced schedule.

An employee whose schedule is reduced below 10 hours per week is ineligible to participate immediately upon the effective date of his or her reduced schedule, and will remain ineligible until his or her schedule is increased to 20 or more hours per week. He or she will become eligible to participate again immediately upon the effective date his or her schedule increases to at least 20 hours per week, provided that he or she is then in an eligible classification.

Employees who are on a temporary appointment or a leave of absence are not eligible for this Plan.

Ineligible Employees

The following employees are not eligible for the Severance Pay Plan:

- Employees who are resident undocumented aliens; and
- Employees whose terms of employment are covered by a collective bargaining agreement to which the Employer is a party, unless the collective bargaining agreement provides otherwise.

ENROLLMENT

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

SEVERANCE PAY PLAN COVERAGE

Benefits Provided

For eligible active employees terminated in a covered reduction-in-force, the Plan provides the following benefits, subject to the Maximum Benefits provision, based on annualized Base Pay and Continuous Service at the time of the employee's termination.

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

However, for continuing and tenure appointees whose employment is covered under the Employer's Policy for Scientific Appointments, the amount of severance will be reduced by any period during which a staff member continues to work during the period of notice of termination. For example, if such an appointee is eligible for a severance payment equal to 6 weeks of Base Pay but works for 2 weeks during his or her period of notice, the payment of severance will be equal to 4 weeks of Base Pay.

Maximum Benefits

Effective September 1, 2011, for active employees who are not members of the IBEW or SCSPA unions, the maximum severance benefit provided by the Plan is 39 weeks of Base Pay with a cap of \$50,000.

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

Example of Severance Benefit

Full-time Regular Employee, Annualized Base Pay: \$78,000 (\$1,500 per week)*, Continuous Service: 27 years**

	# of weeks of severance per year of service	X	=	X	=
		service in years	# of weeks of severance before application of maximum benefits	weekly pay rate	severance pay before application of maximum benefits
First 10 years of Continuous Service	1	10	10	\$1,500.00	\$15,000.00
Next 5 years of Continuous Service	1.50	5	7.50	\$1,500.00	\$11,250.00
Continuous years of Service above 15 years	2	12	24	\$1,500.00	\$36,000.00

Total: 27 41.50 \$62,250.00

*Use the 100% full-time equivalent Base Pay in the calculation even if it is a part-time employee. (i.e. If an employee is scheduled to work 50% time and has an actual Base Pay of \$25,000, use the 100% full-time equivalent Base Pay rate of \$50,000 for the calculation.)

**Continuous Service is pro-rated for part-time employees (i.e. If an employee is scheduled to work 50% time during a particular year, use 0.50 for that year's service, not 1.00 for the calculation.)

\$62,250.00	Total severance pay before application of maximum benefits
41.50	Weeks of severance pay before application of 39-week maximum
39.00	Weeks of severance pay after application of 39-week maximum
\$58,500.00	Severance pay after application of 39-week maximum but before \$50,000 maximum
\$50,000.00	Total severance pay after application of maximum benefits (39 weeks and \$50,000)

PAYMENT OF BENEFITS

Severance benefits will be paid in a one lump sum.

EXCLUSIONS

The Severance Pay Plan does not provide benefits to employees who voluntarily terminate because of resignation, who terminate from leave of absence status, or who terminate due to retirement, disability, death, or for cause. The Severance Pay Plan also does not apply if your employment is terminated in connection with a corporate transaction, including an outsourcing of a department or function, if you become employed by the successor entity or are offered comparable employment (as determined by the Plan Administrator in its discretion) with the successor entity.

In addition, the Severance Pay Plan does not provide benefits to employees whose employment is terminated by a covered reduction-in-force more than 2 years after their schedule is reduced below 20 hours per week. If the employee's schedule subsequently increases to 20 or more hours per week and the employee is in an eligible classification, the 2-year period will be measured from the most recent date upon which the employee's schedule was reduced below 20 hours and did not increase to 20 or more hours per week. The Severance Pay Plan does not provide benefits to any employee whose schedule at the time of termination is less than 10 hours per week.

As a condition to receiving severance pay under this Plan, the Employer may require that you sign and return, and do not revoke, a Waiver and Release Agreement in a form acceptable to the Employer and within the time limit specified by the Employer (which will not be less than 7 or longer than 45 days). A Waiver and Release Agreement may include confidentiality, non-competition, non-disparagement and/or non-solicitation provisions, and such other terms as the Employer deems appropriate in its sole discretion.

Even if you would otherwise qualify for severance above, you will nonetheless not be eligible for severance benefits under this Plan if you resign, abandon your job or provoke your termination for cause or misconduct prior to your scheduled termination date; if you fail to execute your job functions through your scheduled termination date or do not reasonably cooperate in transitioning your job duties and responsibilities upon request; if you fail to return any Employer property (including computer hardware or software, files, keys or key cards, credit cards, etc.) on or before your scheduled termination date; or if the Employer discovers, whether before or after your termination, that you have engaged in conduct that would have justified your termination for cause.

CLAIMS

If you are eligible for a benefit under the Severance Pay Plan, you will normally not need to file a claim to obtain benefits. However, if you believe that you are entitled to a benefit from the Plan that you have not received, you may file a claim with the Plan Administrator pursuant to the claims procedure set forth in the General Information section. Any claim for a severance benefit must be filed within 6 months of your termination from employment.

Questions About Claims

If you have a question about your Severance Pay Plan claim, you should contact the BSA Benefits Office.

DEFINITIONS

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. This means that for a part-time employee, such as a person who is scheduled to work 50% time, the 100% rate is used. 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. Continuous Service is pro-rated for part-time employees.

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 (and for employees hired on or after January 1, 2010, Battelle-related entities, excluding Department of Energy laboratories managed by Battelle except as indicated below), 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 BSA.

MISCELLANEOUS

Part-Time Employees

Severance benefits for eligible part-time employees, or employees whose Continuous Service contains periods of eligible part-time employment, will be pro-rated in accordance with the employee's official work schedule for the period of part-time employment. (See second footnote under the Example of Severance Benefit section on page 2.)

Recall to Work

If an employee is recalled to work before the end of the period for which severance pay was received, the employee will be required to repay any severance attributable to the period of reemployment as a condition to returning to work, or agree that such overpayment will be considered an advance of future earnings, as determined by the Employer.

TERMINATION OF COVERAGE

Severance Pay Plan coverage will cease on the earlier of the date your employment terminates or the date you are no longer eligible for coverage.

GENERAL INFORMATION

Name of Plan:	Brookhaven Science Associates, LLC Comprehensive Welfare Benefits Plan
Type of Benefit:	This benefit is a welfare plan designed to assist employees whose earnings are unexpectedly canceled by layoff due to a reduction-in-force.
Effective Date:	January 1, 2015
Name, address, and telephone number of the Plan Sponsor and Plan Administrator: The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD issued in connection with the Plan. Benefits under the Plan shall be paid only if the Plan Administrator, or its delegate, in its sole discretion determines that a Participant is entitled thereto. The Plan Administrator has delegated the discretionary authority to make benefit determinations to the Third Party Administrator.	Brookhaven Science Associates, LLC Brookhaven National Laboratory PO Box 5000 Upton, NY 11973-5000 (631) 344-8000
Agent for Service of Legal Process:	General Counsel Brookhaven Science Associates, LLC Brookhaven National Laboratory PO Box 5000 Upton, NY 11973-5000
Plan Sponsor's federal tax identification number:	11-3403915
Plan Number:	501
Plan Year:	January - December
Type of Funding:	This benefit is paid from the general assets of the employer.

Source of Funds:	This benefit is paid for by the employer.
Type of Administration:	The Plan Administrator provides claims administration and other services.
Benefit and Claims Administrator:	Brookhaven Science Associates, LLC Brookhaven National Laboratory PO Box 5000 Upton, NY 11973 (631) 344-8000

YOUR RIGHTS UNDER ERISA

As a participant in the plans, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plans and Benefits

- Examine without charge, at the Plan Administrator's office, all documents governing the plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

- In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plans. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your right under ERISA.

Enforce Your Rights

- If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge and to appeal any denial, all within certain time schedules.
- Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day

until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof, concerning the qualified status of a domestic relations order or medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds that your claim is frivolous.

Assistance With Your Questions

- If you have any questions about your plans, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

This information is intended to provide only a summary of BSA's benefits program. Nothing contained herein should be construed as a promise of employment or continued employment, or to constitute contractual obligations. If questions arise, official plan documents and insurance agreements are controlling and govern final determination of benefits consistent with applicable laws and regulations.

BSA maintains the right to amend or terminate the benefit plans/programs at any time and for any reason.