

The Severance Pay Plan (the “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 who works at least 20 hours per week will be eligible for the Plan after 6 months of employment.

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.

#### **Ineligible Employees**

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

- Employees who are on a temporary appointment;
- 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 service in years	= # of weeks of severance before application of maximum benefits	X 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.)

41.50

39.00

\$58,500.00

\$50,000.00

Total severance pay before application of maximum benefits

Weeks of severance pay before application of 39-week maximum

**Weeks of severance pay after application of 39-week maximum**

Severance pay after application of 39-week maximum but before \$50,000 maximum

**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, 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**

The Plan Administrator has full power and discretion to resolve all issues concerning eligibility, status, entitlement to benefits, and any other interpretations under the Severance Pay Plan. Such interpretations or rulings will be binding on all parties and include, but are not limited to, the following:

- Interpret the terms of the Severance Pay Plan and the benefits defined thereunder;
- Interpret the other terms, conditions, limitations and exclusions of any program offered under the Severance Pay Plan; and
- Make factual determinations related to the Severance Pay Plan program and its benefits.

If you are eligible for a benefit under the Severance Pay Plan, you will normally not need to file a claim to obtain benefits because the Company will notify you of the amount of severance benefits you are entitled to receive under the Plan. If you disagree with the calculation or believe you are entitled to benefits under the Plan, you may file a claim with the Plan Administrator

pursuant to the claims procedure set forth below within 6 months of your termination from employment.

## **How to File a Claim**

You should provide information regarding the basis for your claim in writing to the Plan Administrator at the following address:

Attention: Plan Administrator of the Severance Pay Plan  
Brookhaven Science Associates, LLC  
Brookhaven National Laboratory  
PO Box 5000  
Upton, NY 11973-5000

If the claim is denied in whole or in part, you will receive a notice with:

- The specific reasons for the denial;
- A specific reference to the specific Plan provisions on which denial is based;
- A description of additional information that may be necessary for reconsideration of your claim and an explanation of why such material or information is necessary;
- Appropriate information as to the steps to be taken if you wish to submit a claim for review; and
- A statement of your rights to bring a civil action under Section 502(a) of ERISA following a denial of the claim on review.

You will be informed of a denial of a claim no later than 90 days after receipt of the claim unless extenuating circumstances require an extension of the time for processing the claim. If such an extension is required, written notice of the extension shall be furnished to you prior to the termination of the initial 90-day period. The extension shall not exceed 90 days from the end of the initial 90-day period. The extension notice shall indicate the extenuating circumstances and the expected date for the final decision.

## **Appeal Procedure**

If your claim has been denied in whole or in part, the Plan Administrator will review the decision in accordance with the following appeal procedure.

1. Within 60 days after receiving notice of a denial or partial denial, write to the Plan Administrator at the following address:  
Attention: Plan Administrator of the Severance Pay Plan  
Brookhaven Science Associates, LLC  
Brookhaven National Laboratory  
PO Box 5000  
Upton, NY 11973-5000  
Stating the reasons you do not agree with the decision and submit any comments, documents, records and other information relating to the claim to support these reasons.
2. You may designate a representative to act for you in the review process. Your designation of a representative must be in writing, as it is necessary to protect against disclosure of information about you to anyone other than your authorized representative.
3. You or your authorized representative has the right to receive copies of all documents, records and other information relevant to the claim upon request and free of charge.
4. The Plan Administrator will provide written notification of its conclusion within 60 days after receipt of a request for review unless extenuating circumstances require an extension of time for processing. If such an extension is required, written notice of the extension shall be furnished to you prior to the termination of the initial 60-day period. The extension shall

not exceed 60 days from the end of the initial 60-day period. The extension notice shall indicate the extenuating circumstances and the expected date for the final decision.

This notice will include specific reasons for the decision, written in a manner to be understood by the claimant, as well as specific references to the pertinent Plan provisions on which the decision is based. If the claim is denied, the notice also will include a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records or other information relevant to the claim and a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA.

No action may be brought in a state or federal court that relates to a denial of a benefit under this Plan unless the claim and appeal procedures described above have been complied with and exhausted. In no event may a claimant bring an action in court challenging the Plan Administrator's decision more than 12 months after the denial of such appeal was made.

### **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.

Employees who are hired by the Employer in connection with the National Synchrotron Light

Source II (“NSLS”) project, the NSLS-II Experimental Tools (“NEXT”) project, or the Electron-Ion Collider (“EIC”) project may receive credit for their immediate, uninterrupted prior employment at an employer operated by an entity under a contract with the United States Department of Energy (“DOE”) in calculating their years of Continuous Service. This prior service credit applies to employees permanently hired by the Employer (a) on or after October 1, 2005 and before March 19, 2015 to work on the NSLS project operated by the Employer, (b) on or after October 1, 2011 and before August 4, 2017 to work on the NEXT project operated by the Employer, or (c) on or after April 1, 2020 and before the completion of the EIC project to work on the EIC project. In addition, if the spouse of an employee described in the preceding sentence is also employed by the Employer on or after October 1, 2005 and before March 19, 2015, on or after October 1, 2011 and before August 4, 2017, or on or after April 1, 2020 and before the completion of the EIC project, respectively, such spouse’s continuous service under this section shall include any immediate, uninterrupted prior employment at an employer operated by an entity under a contract with the DOE, regardless of whether such spouse is employed by the Employer to work on the NSLS project, NEXT project, or EIC project, respectively. Employees who joined the EIC project prior to approval of the EIC Incentive Program will be grandfathered to April 1, 2020 or the date the employee joined the EIC project, whichever comes later, and will be eligible to receive the aforementioned treatment.

## **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.)

### **Leave of Absence**

An employee who is on an approved leave of absence from an eligible position may be eligible for severance benefits if his or her employment is terminated in a covered termination. Severance benefits will not be paid if the employee fails to return to work to an available position at the conclusion of the leave of absence.

### **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

<b>Name of Plan:</b>	Brookhaven Science Associates, LLC Comprehensive Welfare Benefits Plan
<b>Type of Benefit:</b>	This benefit is a welfare plan designed to assist employees whose earnings are unexpectedly canceled by layoff due to a reduction-in-force.
<b>Name, address, and telephone number of the Plan Sponsor and Plan Administrator:</b>  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
<b>Agent for Service of Legal Process:</b>	General Counsel Brookhaven Science Associates, LLC Brookhaven National Laboratory PO Box 5000 Upton, NY 11973-5000
<b>Plan Sponsor's federal tax identification number:</b>	11-3403915
<b>Plan Number:</b>	501
<b>Plan Year:</b>	January - December
<b>Type of Funding:</b>	This benefit is paid from the general assets of the employer.
<b>Source of Funds:</b>	This benefit is paid for by the employer.
<b>Type of Administration:</b>	The Plan Administrator provides claims administration and other services.

## **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.**