

Severance Pay and Priority Status

Article VII Section A of the IAPE contract offers the following guidance for calculation of severance pay:

1. If the period of employment is:
 - (a) Less than nine months: three weeks' wages.
 - (b) Nine months but less than eighteen months: six weeks' wages.
 - (c) Eighteen months but less than three years: eight weeks' wages.
 - (d) Three years but less than five years: ten weeks' wages.
 - (e) Five years but less than twenty years: two weeks' wages for each full year of service, with a minimum of twelve weeks.
 - (f) One and one-half weeks' additional wages for each six months of employment over twenty years up to a maximum in the aggregate, of fifty-two weeks' wages.
2. If the dismissal is a layoff due to outsourcing, the Employee will receive full severance pay as provided above, plus an additional four (4) weeks' wages.

An employee eligible for full severance pay (laid off from Dow Jones) is entitled to the following severance amounts according to her or his years of continuous service:

Length of service	Severance Pay
Less than 9 months	3 weeks' pay
9 months - 18 months	6 weeks' pay
18 months - 3 years	8 weeks' pay
3 years - 5 years	10 weeks' pay
5 years - 6 years	12 weeks' pay
7 full years	14 weeks' pay
8 full years	16 weeks' pay
9 full years	18 weeks' pay
10 full years	20 weeks' pay
11 full years	22 weeks' pay
12 full years	24 weeks' pay
13 full years	26 weeks' pay
14 full years	28 weeks' pay
15 full years	30 weeks' pay
16 full years	32 weeks' pay
17 full years	34 weeks' pay
18 full years	36 weeks' pay
19 full years	38 weeks' pay
20 full years	40 weeks' pay
20 years and six months	41.5 weeks' pay
21 full years	43 weeks' pay
21 years and six months	44.5 weeks' pay
22 full years	46 weeks' pay
22 years and six months	47.5 weeks' pay
23 full years	49 weeks' pay
23 years and six months	50.5 weeks' pay
24 full years (or more)	52 weeks' pay

For part-time employees, please note that hours per week (an average week's pay) shall be determined based on the Employee's fourteen week average as of the date of separation.

Sections B and C of Article VII explain severance paid (or not) to employees impacted by sale of a business unit, and the requirement to sign a release form before any severance is paid:

B. Sale of business unit or transfer to new Employer. In all cases where an Employee is offered a substantially comparable position with a purchaser or outsourcer, no severance pay shall be due if the Employee accepts the position. If the Employee declines the position, then half-severance will be paid, along with full benefits, retraining and outplacement.

C. Release Requirement. As a condition of receiving severance benefits provided for anywhere in this Agreement, the Employee must execute a general Release of claims against the Company (the "Release"). The Union will retain all rights to file grievances and proceed to arbitration according to the terms of this Agreement regarding any claimed Agreement violation. The Employee's Release will specifically exclude claims arising under any IAPE collective bargaining agreement with the Company as well as claims relating to the validity of the Release and the waivers contained in the Release; claims to enforce the Release; claims for benefits granted by applicable Company policy or contract (including this Agreement or the Release); claims for workers' compensation benefits and unemployment benefits; claims that may arise after the date of the Release; and claims that cannot be waived by law.

Employees eligible to receive severance pay are also entitled to receive extended medical benefits. Probationary Employees laid off within nine (9) months of hire are eligible for COBRA premium subsidy until the end of the month after the month in which the layoff occurs. For Employees past their probationary period, extended medical benefits shall be equal to one month of extended benefits per year of service, with a minimum of three (3) months and a maximum of twelve (12) months.

Laid-off employees are also eligible for retraining allowances and outplacement assistance as follows:

In cases of outsourcing or replacement by automation:

- 9-18 months -- \$3,000 retraining allowance + Level 1 outplacement
- 18 months-3 years -- \$6,000 retraining allowance + Level 1 outplacement
- 3-5 years -- \$9,000 retraining allowance + Level 2 outplacement
- 5+ years -- \$12,000 retraining allowance + Level 2 outplacement

In cases of reductions in force or job elimination:

- 9-18 months -- Level 1 outplacement
- 18 months-3 years -- Level 2 outplacement
- 3-5 years -- \$3,500 retraining allowance + Level 1 outplacement
- 5+ years -- \$5,000 retraining allowance + Level 2 outplacement

Article VI (Job Security) Section J of the contract describes the Priority rehire status for an employee on notice of layoff:

Employees while on notice of layoff and for thirty (30) days following their effective termination date shall have priority over non-employees for any job opening for which they are qualified, provided their

performance in their job held at the time of termination is satisfactory. Employees eligible for priority under this Section must apply for the job opening in question and must indicate in their application that they are eligible for priority. The Employee's qualifications for the job shall be determined by the hiring manager.

The Company shall determine whether, and to what extent, relocation expenses will be provided to Employees referenced in the preceding Section, except in the case of a transfer to which Article V of this Agreement applies.

Article XXII (Job Posting) Section D of the contract explains a Priority employee's rights to an interview:

All Employees who have applied for a job opening for which they have priority for the position under Section J of Article VI (Employees on notice of layoff or laid off within the past 30 days) will be granted an interview by the Company for the position.