

TENTATIVE AGREEMENT

**ARTICLE 23
LAYOFF BENEFITS**

Section 23.1 Establishment of Plan.

The Company will establish a Layoff Benefit Plan to provide for lump sum or income continuation benefits as set forth in this Article. Such Plan will apply to employees who are laid off with an effective date on or after September ~~29~~, ~~2005~~2008.

Section 23.2 Eligibility.

All bargaining unit employees who have at least one (1) year of Company service and who are involuntarily laid off from the Company (other than a temporary layoff under Section 22.8, but including employees laid off because of declining a downgrade offer as allowed under Section 22.6) are eligible to receive the benefit described in Section 23.3; provided, however, the following employees shall not be eligible for the benefit: employees who upon their layoff become employed by a subsidiary or affiliate of the Company; employees who are laid off from the Company because of a merger, sale or similar transfer of assets and are offered employment with the new employer; employees who are laid off because of an act of God, natural disaster or national emergency; employees who are laid off because of a strike, picketing of the Company's premises, work stoppage or any similar action which would interrupt or interfere with any operation of the Company; and employees who terminate employment for any reason other than layoff, including, but not limited to, resignation, dismissal, retirement, death, or leave of absence.

Section 23.3 Amount and Payment of Benefit.

An eligible employee's total lump sum or income continuation benefit shall equal one (1) week of pay (i.e. forty (40) hours at the employee's base rate plus cost of living adjustment in effect on the date of layoff, but excluding any shift differentials or other premiums) for each full year of Company service as of the employee's layoff date, subject to a maximum benefit of twenty-six (26) weeks of pay. Eligible employees may elect either of the following:

23.3(a) Benefits will be paid as a lump sum following the effective date of layoff. Employees who elect this option will have all seniority under Article 14 and all recall rights under Article 22 canceled.

23.3(a)(i) Income continuation benefits will be paid in eighty (80)-hour increments, subject to an employee's total benefit, on regular paydays beginning with the second payday following the effective date of layoff. Income continuation benefits shall immediately cease upon the earlier of any of the following events: exhaustion of the employee's total income continuation benefit; re-employment with the Company or any of its subsidiaries or affiliates; failure to

Best and Final Offer
August 28, 2008

respond with his/her acceptance within seven (7) regular workdays after dispatch by certified mail of a notice of recall from layoff; failure to report to work on the date designated by the Company; or change in the employee's employment status from layoff to resignation, dismissal, retirement, death, or leave of absence. Employees who elect this option will retain seniority as described in Article 14 and will retain recall rights as described in Article 22.

23.3(a)(ii) Subject to continuation of the Plan, no employee shall be paid income continuation benefits more than once during any three (3)-year period; provided, however, if an employee is re-employed by the Company before payment of the employee's total income continuation benefit and is subsequently laid off in such three (3)-year period under conditions which make the employee eligible for a benefit, any unused benefit will be payable to the employee under the procedures established by this Article.

Section 23.4 Benefit Not Applicable for Other Purposes.

Periods for which an employee receives income continuation benefits shall not be considered as compensation or service under any employee benefit plan or program and shall not be counted toward Company service. Benefits under this Article may not be deferred into the Voluntary Investment Plan and shall be excluded from bargaining unit gross earnings for purposes of Letter of Understanding No. 34 of this Agreement.

Section 23.5 Continuation of Medical Coverage.

In the event of layoff, medical coverage for employees and dependents will continue until the employee is covered by any other group medical plan either as an employee or as a dependent, but in no event beyond six (6) months after the date of layoff. However, if the layoff occurs during or after a leave of absence, the maximum total period of continued coverage is thirty (30) months in the case of medical leave or twenty-four (24) months in the case of non-medical leave, measured from the end of the month in which the leave of absence began, irrespective of the date of termination. Required contributions, if any, must be paid during any period of such continuation of coverage.