HANFORD EMPLOYEE WELFARE TRUST

SHORT AND LONG TERM DISABILITY PLAN

AND

SUMMARY PLAN DESCRIPTION

TABLE OF CONTENTS

Page

ARTICLE 1 INTRODUCTION 1

ARTICLE 2 YOUR CONTRIBUTION TOWARD PLAN COSTS 1

ARTICLE 3 DEFINITIONS 1

3.1 Active Service 1
3.2 Administrative Wrapper 2
3.3 Administrator or Plan Administrator 2
3.4 Adoption Agreements 2
3.5 Appropriate Care 2
3.6 Approved Program 2
3.7 Assumed to Receive 2
3.8 Basic Earnings 3
3.9 Board or Board of Trustees 3
3.10 Effective Date 3
3.11 Eligible Class 3
3.12 Eligible Employee 3
3.13 Employee 3
3.14 Employer 4
3.15 Filing Period 4
3.16 FMLA 4
3.17 Injury 4
3.18 Payee 4
3.19 Plan 4
3.20 Plan Year 4
3.21 Retirement Plan 5
3.22 Sickness 5
3.23 Time of Payment. 5
3.24 Total Disability or Totally Disabled. 5
3.25 Trust Agreement 5
3.26 Trustees 5

ARTICLE 4 ELIGIBILITY 5

4.1 Coverage Begin Date 5
4.2 Transfers Between Employers 6

ARTICLE 5 SHORT-TERM DISABILITY BENEFITS 6

5.1 Benefit Payments 6
5.2 Duration of Benefits 6
5.3 Benefit Waiting Period 6

5.4 Coordination of Benefits ... 7
5.5 Change in Basic Earnings ... 7
5.6 Recovery of Overpayments ... 7
5.7 Successive Periods of Disability ... 7
5.8 Other Income Benefits ... 7
5.9 Lump Sum Payments. ... 9
5.10 Assumed Receipt of Benefits (Assumed to Receive). ... 9
5.11 Increases in Other Income Benefits. ... 9

ARTICLE 6 LONG TERM DISABILITY BENEFITS ... 9

6.1 Monthly Payments ... 9
6.2 Benefit Waiting Period ... 10
6.3 Monthly Benefit ... 10
6.4 Changes in Basic Earnings ... 10
6.5 Other Income Benefits ... 11
6.6 Assumed Receipt of Benefits (Assumed to Receive) ... 12
6.7 Increases in Other Income Benefits ... 12
6.8 Recovery of Overpayments ... 12
6.9 Lump Sum Payments ... 12
6.10 Periodic Benefits ... 13
6.11 Duration of Monthly Benefits ... 13
6.12 Successive Periods of Disability ... 13

ARTICLE 7 DISABILITIES NOT COVERED ... 14

ARTICLE 8 CLAIMS PROCEDURE ... 15

8.1 Filing a Claim. ... 15
8.2 Failure to File Within Filing Period ... 16
8.3 Denial of a Claim ... 16
8.4 Appeal of Denied Claim ... 17
8.5 Appeal Process First 35 Days of Disability ... 18
8.6 Appeal Days 36 Through 180 and Long Term Disability Claims ... 19

ARTICLE 9 TERMINATION ... 21

9.1 Termination of Coverage ... 21
9.2 Total Disability ... 21
9.3 Reinstatement of Coverage Following Leave ... 21

ARTICLE 10 ADMINISTRATION ... 21

10.1 Plan Administrator ... 21
10.2 Reliance on Employee ... 23
10.3 Examination of Records ... 23
10.4 Reliance on Tables, etc ... 23

ARTICLE 11 MISCELLANEOUS 23

11.1 Amendment and Termination of Plan 23
11.2 Governing Law 24
11.3 Limitation of Rights 24
11.4 Funding Benefits 24
11.5 Nonassignability of Rights 25
11.6 Tax Consequences 25
11.7 Severability; Construction 25

ARTICLE 12 STATEMENT OF RIGHTS AND IMPORTANT INFORMATION REGARDING ADMINISTRATION OF THE PLAN 25

SCHEDULE 1 28

HANFORD EMPLOYEE WELFARE TRUST
SHORT AND LONG TERM DISABILITY PLAN
AND
SUMMARY PLAN DESCRIPTION

ARTICLE 1
INTRODUCTION

The Hanford Employee Welfare Trust ("HEWT") is pleased to provide you with this Summary Plan Description ("SPD") which describes your benefits as well as your rights and responsibilities under the Plan.

You are eligible for this Plan if you are an Eligible Employee as specified in the definitions and you are employed by an Employer in an Eligible Class.

This SPD describes non-work-related short-term disability benefits if you become disabled and cannot work for up to 180 days, and long-term disability benefits which commence after 180 days of disability and continue until you are no longer Totally Disabled as defined in the Plan.

ARTICLE 2
YOUR CONTRIBUTION TOWARD PLAN COSTS

Current plan provisions do not require you to contribute toward the cost of this Plan during Active Service. All costs of the Plan are currently paid by your Employer during Active Service, but this is subject to change.

ARTICLE 3
DEFINITIONS

Except when otherwise indicated by the context, any masculine terms used shall also include the feminine, and the definition of any term in the singular shall also include the plural.

3.1 Active Service. An individual will be considered in Active Service:

(a) On any of his Employer's scheduled work days if the individual is performing the regular duties of his work on a full-time basis as defined under Eligible Employee on that day either at the Employer's place of business or at some location to which the individual is required to travel for the Employer's business or is approved.

(b) On a day which is not one of his Employer's scheduled work days if the individual was in Active Service on the preceding scheduled work day.

(c) On a day that is a scheduled holiday or vacation day.

3.2 **Administrative Wrapper** means the Plan Document, Summary Plan Description and Administrative Information, Hanford Employee Welfare Trust (Benefit Plan) containing a statement of rights under the Employee Retirement Income Security Act of 1974 and other important administrative information. See Article 12.

3.3 **Administrator or Plan Administrator** means the Board of Trustees of the Trust.

3.4 **Adoption Agreements** means the Adoption Agreement between each Employer and the Trust under which the Employer agrees to be bound by the terms of the Trust Agreement and specifies the Eligible Class.

3.5 **Appropriate Care** means the determination of an accurate and medically supported diagnosis of the Employee's Total Disability by a physician, or a plan established by a physician of ongoing medical treatment and care of the Total Disability that conforms to generally accepted medical standards, including frequency of treatment and care.

3.6 **Approved Program** means a structured plan, under the supervision of a licensed professional and/or physician, for the treatment of the related disability.

3.7 **Assumed to Receive** has the meaning set forth in Section 6.6.

3.8 **Basic Earnings** means the Employee's rate of pay reported by his Employer based on the Employee's approved work schedule. It does not include overtime, bonus, shift differential, additional compensation or pay for more than 80 hours in a two-week period (except in the case of Firefighters and Firefighter Captains where pay for 112 hours in a two-week period shall be substituted, unless otherwise documented by contract.

3.9 **Board or Board of Trustees** means the Board of Trustees appointed pursuant to the Trust Agreement. The appointment, removal, rights, duties, and powers of the Board of Trustees shall be as set forth in the Trust Agreement, in addition to those set forth in this Plan.

3.10 **Effective Date** of this Plan was January 1, 1991. The effective date of this amendment and restatement is January 1, 2006.

3.11 **Eligible Class** Means the class of Employees designated by the Employer in the Adoption Agreement. See Article 12.

3.12 **Eligible Employee** means an Employee, in Active Service, working a minimum of 20 hours per week who is (a) a regular, Hanford Atomic Metal Trades Council ("HAMTC") represented Employee (includes Captains and Firefighters); (b) a regular Hanford Guards represented Employee; (c) a regular Office and Professional Employees International Union (OPEIU) represented Employee; or (d) a salaried regular full time or part time non-represented Employee. Temporary and hourly paid Employees shall not be eligible. Subject to applicable insurance laws and regulations and the rules of the Trust, each Employer shall specify to the Plan Administrator in writing those Employees satisfying the foregoing requirements who shall be eligible to participate in the Plan.

3.13 **Employee** means any person who is employed by an Employer. Employees do not include individuals who are characterized by their Employer as an independent contractor or

leased employee, regardless of how that individual is classified under applicable state or federal law.

3.14 **Employer** means an Employer that is a sponsor of the Plan. See Article 12.

3.15 **Filing Period** means within 31 days of the onset of Total Disability. Proof of loss as documented by a certified medical provider must be provided within 90 days. These time limits will not apply if the Employee lacks legal capacity.

3.16 **FMLA** means the Family and Medical Leave Act of 1993, as amended.

3.17 **Injury** means an accidental bodily injury. Refer to Article 7, Disabilities Not Covered.

3.18 **Payee.** All disability benefits that are payable will be paid to the disabled individual. If the individual dies while disability benefits remain unpaid, the Plan Administrator may, at its option, make direct payment to any of his following living relatives: spouse, mother, father, child or children, brothers or sisters, or to the executors or administrators of his estate. If any person to whom benefits are payable is a minor, or in the Plan Administrator's opinion, is not able to give valid receipt for any payment due him, such payment will be made to his legal guardian. However, if no request for payment has been made by his legal guardian, the Plan Administrator may, at its option, make payment to the person or institution appearing to have assumed his custody and support. Payment in the manner described above will release the Plan Administrator from all liability to the extent of any payment paid.

3.19 **Plan** means this document, the Administrative Wrapper, rules published by the Plan Administrator, the Trust Agreement, and the Adoption Agreements.

3.20 **Plan Year** means the 12-month period from January 1 to December 31.

3.21 **Retirement Plan** means any defined benefit plan or defined contribution plan (including a profit sharing plan) sponsored by the Employer. It does not include: (a) an individual deferred compensation agreement; (b) a profit sharing or any other retirement or savings plan that is maintained in addition to a defined benefit or defined contribution pension plan; or (c) any employee savings plan including a thrift, stock option or stock bonus plan, individual retirement account or 401(k) plan funded by Employee pre- or post-tax contributions.

3.22 **Sickness** means a physical or mental illness. It also includes pregnancy.

3.23 **Time of Payment.** Disability benefits will be paid, after receipt of due proof, at regular intervals.

3.24 **Total Disability or Totally Disabled.** An individual will be considered Totally Disabled if, because of an Injury or Sickness, he is unable to perform all the essential duties of his job. After Monthly Benefits have been payable for 24 months, the individual will be considered Totally Disabled only if, because of Injury or Sickness, he is unable to perform all the essential duties of any occupation for which he is or may reasonably become qualified based on his education, training or experience.

3.25 **Trust Agreement** means the Hanford Employee Welfare Trust Agreement dated January 1, 2000 and subsequent amendments.

3.26 **Trustees** means those persons appointed by the Employers as their representatives on the Board of Trustees.

ARTICLE 4
ELIGIBILITY

4.1 **Coverage Begin Date.** An Employee will become covered on the first day of employment if he is an Eligible Employee in an Eligible Class. If the Employee is not in Active

Service on the date he would otherwise become covered, the Employee will become covered on the date he returns to Active Service.

4.2 Transfers Between Employers. For purposes of this Plan, an Employee who transfers from the employ of one Employer to another Employer shall not be deemed to have terminated his or her employment or separated from service as a result.

ARTICLE 5
SHORT-TERM DISABILITY BENEFITS

5.1 Benefit Payments. The Plan provides you, The Payee, payments if you become disabled and cannot work. To qualify, you must be Totally Disabled as result of an Injury or a Sickness that is not work related. Payments made by your Employer will be per your pay schedule. Third-party payments will be made weekly. The benefit amount is 65% of your Basic Earnings at the time you become Totally Disabled, to a maximum of $4,000 per week. Benefits will be reduced by Other Income Benefits. See Section 5.8.

5.2 Duration of Benefits. Benefits will continue for the duration of your Total Disability until the earlier of the following events: (a) the date you cease to be Totally Disabled; (b) the 180th day commencing with the date of your Total Disability as verified by a qualified physician; or (c) the date you elect to retire (early or normal) under a Retirement Plan.

5.3 Benefit Waiting Period. To qualify for benefits, you must be Totally Disabled. Benefits start on the earlier of the eighth (8th) day of your Total Disability or the first day you are hospitalized as a registered bed patient, and the hospital stay has been approved under the applicable medical plan. You will be considered Totally Disabled on any day only if you are not in Active Service for any part of that day.

5.4 Coordination of Benefits. Benefits under the Plan are coordinated with any salary continuation benefits provided by your Employer. Salary continuation benefits (if available) will be paid in addition to benefits under the Plan so that your total income equals not more than your Basic Earnings when the Total Disability began. With the exception of Hanford Guards Union members, Firefighters, and Firefighter Captains, salary continuation benefits are not replenished from year to year.

5.5 Change in Basic Earnings. Basic Earnings are determined initially on the date you become Totally Disabled. A change in your Basic Earnings will be considered effective on the date of the change if you are in Active Service. If you are not in Active Service on that day, no increase in Basic Earnings will be considered effective until you return to Active Service for one full day.

5.6 Recovery of Overpayments. If the Benefit is overpaid, the Plan will have the right to recover the amount overpaid by either of the following methods: (a) deduction of the overpaid amount from any future payments by the Plan, or (b) a lump sum repayment by you of the overpaid amount.

5.7 Successive Periods of Disability. Separate periods of Total Disability resulting from the same or related causes will be considered one period of Total Disability unless you return to Active Service for at least 20 consecutive working days. Separate periods of Total Disability resulting from unrelated causes will be considered one period of Total Disability unless you return to Active Service for at least one full day.

5.8 Other Income Benefits. While an Employee is Totally Disabled, he or she may be eligible for benefits from other income sources. If so, the Plan may reduce benefits payable by the amount of Other Income Benefits. Other Income Benefits include:

(a) any amounts which the Employee or any dependents, if applicable, receive (or are Assumed to Receive) under:

(1) the Canada and Quebec Pension Plans;

(2) the Railroad Retirement Act;

(3) any local, state, provincial or federal government disability or retirement plan or law as it pertains to the Employer;

(4) any work loss provision in mandatory "No-Fault" auto insurance;

(b) any Social Security disability benefits the Employee or any third party receives (or is Assumed to Receive) on the Employee's behalf or for his dependents; or, if applicable, which his or her dependents receive (or are Assumed to Receive) because of the Employee's entitlement to such benefits;

(c) any proceeds payable under any franchise or group insurance or similar plan. If there is other insurance or a similar plan that applies to the same claim for Total Disability, and contains the same or similar provision for reduction because of Other Income Benefits, this Plan will pay its share of the total claim.

(d) any amounts paid on account of loss of earnings or earnings capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.

(e) any wage or salary for work performed.

(f) any sick leave plan of your Employer.

5.9 Lump Sum Payments. Other Income Benefits that are paid in a lump sum will be prorated over the period for which the sum is given. If no time is stated, the lump sum will be prorated monthly over a five (5) year period.

5.10 Assumed Receipt of Benefits (Assumed to Receive). The plan will assume the Employee (or his or her dependents, if applicable) are receiving Other Income Benefits if they may be eligible for them. These assumed benefits will be the amount the Plan estimates the Employee (or his or her dependents, if applicable) may be eligible to receive. Benefits hereunder will be reduced by the amount of any assumed benefits as if they were actually received. This assumption will not be made if the Employee provides the Plan Administrator proof that (a) application was made for the benefits; (b) a reimbursement agreement is signed; (c) any and all available appeals had been pursued; and (d) payment is denied.

5.11 Increases in Other Income Benefits. Other than for wage or salary, benefit payments will not be reduced further during a period of disability due to any cost of living increase in the Other Income Benefits.

ARTICLE 6
LONG TERM DISABILITY BENEFITS

6.1 Monthly Payments. The Plan provides a Monthly Benefit to an Eligible Employee (The Payee) who becomes Totally Disabled due to Injury or Sickness while in an Eligible Class. An Eligible Employee will qualify for the Monthly Benefit after completing the Benefit Waiting Period. The Plan also provides benefits to individuals who are Totally Disabled who were formerly employed by a Predecessor Contractor at Hanford. Predecessor Contractors are listed on Schedule 1 hereto.

6.2 Benefit Waiting Period. Benefit Waiting Period means 180 days of Total Disability beginning the day the disability began.

6.3 Monthly Benefit. The Monthly Benefit from the plan for any month is the lesser of (a) or (b):

(a) Fifty percent (50%) of the Employee's monthly Basic Earnings at the time he becomes Totally Disabled, rounded to the nearer dollar up to a benefit of Four Thousand Dollars ($4,000), and reduced by the amount of all Other Income Benefits (Section 6.5) which he receives (or is Assumed to Receive) for that month EXCLUDING Other Income Benefits described in Section 6.5(b);

(b) Sixty percent (60%) of the Employee's monthly Basic Earnings at the time he becomes Totally Disabled, rounded to the nearer dollar, reduced by:

(1) the amount of all Other Income Benefits (Section 6.5) which he receives (or is Assumed to Receive) for that month; and

(2) the amount of Old Age benefits which the Employee's dependents receive (or are Assumed to Receive) for that month on the Employee's account under the Federal Social Security Act.

Monthly Benefits for Total Disability periods of less than one (1) month will be prorated. The maximum Monthly Benefit is $4,000 reduced by all applicable reductions.

6.4 Changes in Basic Earnings. Basic Earnings are determined initially on the date you become Totally Disabled. A change in your Basic Earnings will be considered effective on the date of the change if you are in Active Service. If you are not in Active Service on that day, no increase in Basic Earnings will be considered effective until you return to Active Service for one full day. In no event will an increase in Basic Earnings be considered effective if it occurs:

(a) between separate periods of Total Disability which are considered one (1) period under Successive Periods of Disability, Section 6.12; or

(b) during a Benefit Waiting Period.

6.5 Other Income Benefits. While an Employee is Totally Disabled, he or she may be eligible for benefits from other income sources. If so, the Plan may reduce benefits payable by the amount of such Other Income Benefits. Other Benefits include:

(a) any amounts which the Employee or any dependents, if applicable, receive (or are Assumed to Receive) under:

(1) the Canada and Quebec Pension Plans;

(2) the Railroad Retirement Act;

(3) any local, state, provincial or federal government disability or retirement plan or law as it pertains to the Employer;

(4) any work loss provision in mandatory ”No Fault” auto insurance;

(b) any Social Security disability benefits the Employee or any third party receives (or is Assumed to Receive) on the Employee’s behalf or for his or her dependents; or, if applicable, which his or her dependents receive (or are Assumed to Receive) because of the Employee’s entitlement to such benefits;

(c) any proceeds payable under any franchise or group insurance or similar plan. If there is other insurance or a similar plan that applies to the same claim for Total Disability, and contains the same or similar provision for reduction because of Other Income Benefits, this plan will pay its share of the total claim.

(d) any amounts paid on account of loss of earnings or earnings capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.

(e) any wage or salary for work performed.

6.6 Assumed Receipt of Benefits (Assumed to Receive). The plan will assume the Employee (or his or her dependents, if applicable) are receiving Other Income Benefits if they may be eligible for them. These assumed benefits will be the amount the Plan estimates the Employee (or his or her dependents, if applicable) may be eligible to receive. Benefits hereunder will be reduced by the amount of any assumed benefits as if they were actually received. This assumption will not be made if the Employee provides the Plan Administrator proof that (a) application was made for the benefits; (b) a reimbursement agreement is signed; (c) any and all available appeals had been pursued; and (d) payment is denied.

6.7 Increases in Other Income Benefits. The Plan Administrator will not consider any cost of living increase in any Other Income Benefits which is effective after: (a) the first payment of such Other Income Benefit becomes due; and (b) Monthly Benefits become payable.

6.8 Recovery of Overpayments. If the Benefit is overpaid, the Plan will have the right to recover the amount overpaid by either of the following methods: (a) deduction of the overpaid amount from any future payments by the Plan, or (b) a lump sum repayment by you of the overpaid amount.

6.9 Lump Sum Payments. Any Other Income Benefits paid in a lump sum (except as shown below) will be deemed to be paid in monthly amounts prorated over the time for which the sum was paid. If no such time is stated, the lump sum will be prorated monthly over the individual's expected life span. The Plan Administrator will determine that expected life span.

Lump sum payments under the Jones Act or any workers' compensation or similar law (which includes benefits paid under a compromise and release) will be deemed to be paid monthly (a) at the rate stated in the award; or (b) at the rate paid prior to the lump sum (if no rate is stated in the award); or (c) at the maximum rate set by the law (if no rate is stated and the Employee did not receive a periodic award).

6.10 Periodic Benefits. The Plan will begin paying benefits in the applicable amount when it receives due proof that (a) the Eligible Employee became Totally Disabled while covered under the Plan, and (b) Total Disability continued for a period longer than the Benefit Waiting Period.

6.11 Duration of Monthly Benefits. The Plan will stop paying Monthly Benefits on the earlier following date: (a) the date the individual ceases to be Totally Disabled; (b) the date the individual elects to retire (early or normal) under a Retirement Plan; or (c) whichever of the following dates is applicable:

Age When Total Disability Began	Date Monthly Benefits Cease
Under age 60	The individual's 65th birthday
Age 60 or older	The date the 60th Monthly Benefit is payable

6.12 Successive Periods of Disability. Separate periods of Total Disability resulting from the same or related causes will be considered one (1) period of Total Disability unless separated by an individual's return to Active Service for at least three (3) consecutive months. Separate periods of Total Disability resulting from unrelated causes will be considered one (1) period of Total Disability unless separated by an Employee's return to Active Service for at least one (1) full day. These provisions do not apply to the Benefit Waiting Period.

ARTICLE 7
DISABILITIES NOT COVERED

No Benefits will be paid if Total Disability results, directly or indirectly, from:

(a) suicide, attempted suicide, or whenever an Employee injures himself or herself on purpose;

(b) war or any act of war, whether or not declared;

(c) serving on full-time active duty in any armed forces;

(d) active participation in a riot;

(e) commission of a felony;

(f) an Injury or Sickness for which the Employee is entitled to benefits from Workers' Compensation or occupational disease law during the first 180 days of Total Disability.

(g) An Injury or Sickness that is work related.

The Plan will not pay Disability Benefits for any period of Total Disability during which the Employee:

(h) elects to retire (early or normal) under a Retirement Plan;

(i) is Totally Disabled as a result of any cosmetic surgery or surgical procedure that is not Medically Necessary; "Medically Necessary" means the surgical procedure is: (a) prescribed by a physician as required treatment of the Injury or Sickness; and (b) appropriate according to conventional medical practice for the Injury or Sickness in the locality in which the surgery is performed (the Plan will pay benefits if the Total Disability is caused by the Employee donating an organ in a non-experimental organ transplant procedure);

(j) is incarcerated in a penal or corrections institution;

(k) is not receiving Appropriate Care;

(l) fails to cooperate with the Plan in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefits amount due.

(m) Is Totally Disabled and the disability is caused by or contributed to by any one or more of the following conditions during a period the Employee is not confined in a hospital or an institution which specializes in care and treatment of these conditions or the Employee is not in an approved program of medically supervised treatment or rehabilitation for Appropriate Care: alcoholism; anxiety disorders; delusional (paranoid) disorders; depressive disorders; drug addiction or abuse; eating disorders; mental illness; or somatoform disorders (psychosomatic illness).

ARTICLE 8
CLAIMS PROCEDURE

8.1 Filing a Claim.

(a) **First 35 Days.** To receive disability benefits under the Hanford Employee Welfare Trust Disability Plan, you must file a claim with the appropriate Benefits office. Claim forms and specific contact information are available through Site Forms, number A-6003-497, by accessing the benefits internet website at http://www.hanford.gov/HR/bennies/ACTIVES.htm , or through your Benefits Administration office. This form must be completed by you and your attending physician in order to apply for benefits. Benefits will normally be paid for up to the first 35 days of disability based upon the properly completed form. However, additional information from your attending physician may be required to confirm your disability status. If your claim for benefits during the first 35 days of disability is denied, follow the appeal procedure set forth in Sections 8.4 and 8.5.

Johnson Controls, Inc. (JCI) employees file short-term disability claims for the first 35 days directly with CIGNA. Contact CIGNA's In-Take Center at 1(800) 362-4462, and provide the information requested.

(b) Through 180 Days. If your disability continues beyond 35 days, you must file a claim with CIGNA for continued benefits. It is recommended you contact CIGNA Intake Center in advance of the end of the first 35 days of your disability to minimize process delays. CIGNA will require supporting medical information from your attending physician in order to approve benefits. If your claim for benefits beyond the 35th day of disability is denied, follow the appeal procedure set forth in Sections 8.4 and 8.6.

(c) Long Term. For disability benefits to continue beyond 180 days, you must qualify for Long-Term Disability. You will be provided appropriate claim forms and instructions. You must provide written proof of disability to CIGNA no later than 90 days after the end of the 180-day short-term disability period. If your claim for benefits is denied, follow the appeal procedure in Sections 8.4 and 8.6.

8.2 Failure to File Within Filing Period. In the event an Eligible Employee fails to file a claim for benefits within the Filing Period, the claim will not be accepted and no benefits will be payable.

8.3 Denial of a Claim. If your claim for benefits is denied, you will be notified in writing not later than 45 days after receipt of your claim. This period may be extended for up to 30 days if necessary due to matters beyond control of the Administrator/Insurer in which case you will be notified in writing prior to the expiration of the initial 45-day period. An additional 30-day extension may be required if the decision cannot be rendered within the first 30-day extension period, but in that case you will be notified in writing of the circumstances requiring

the additional extension and the date as of which the Administrator/Insurer expects to render a decision.

If your claim is denied, you will be provided in writing:

- The specific reason or reasons for the denial;
- Reference to the specific Plan provisions on which the determination is based;
- A description of any additional material or information required of you and why it is necessary;
- A description of the Plan's review procedures and time limits applicable to those procedures.

If you disagree with the denial of your claim, you may appeal the decision by following the applicable appeal process.

8.4 Appeal of Denied Claim. If you disagree with the denial of your claim, you should contact the appropriate claims administrator in writing to formally request an appeal. You must file your appeal within 180 days following receipt of the denial of your claim. You must exhaust your appeal rights before you are entitled to bring an action in court.

(a) First 35 Days of Disability. If your appeal involves a denial of benefits during the first 35 days of your disability, your appeal should be filed with your Benefits Administrator. The notice of denial will specify the precise address to which the appeal should be sent.

(b) Days 36 Through 180. If your appeal involves the denial of benefits during days 36 through 180, your appeal should be addressed to CIGNA. The notice of denial will specify the precise address to which the appeal must be sent.

(c) Long-Term Disability. If your appeal involves the denial of long-term disability benefits, the appeal should be addressed to CIGNA. The notice of denial will specify the precise address to which the appeal must be sent.

8.5 Appeal Process First 35 Days of Disability. Your appeal will be administered by a fiduciary of the Plan who is neither the individual who made the initial determination denying your claim nor a subordinate of such individual. The fiduciary who administers your appeal will not give deference to the decision of the individual who made the initial decision. You will have the following rights:

- The opportunity to submit written comments, documents, records and other information relating to your claim.
- You will be provided upon request and free of charge reasonable access to and copies of all documents, records and other information relevant to your claim.
- You will be entitled to a review that takes into account all comments, documents, records and other information submitted by you without regard to whether the information was submitted or considered in the initial decision on your claim.

If the initial decision denying your claim is based in whole or in part on a medical judgment, the fiduciary administering your appeal will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The person consulted by the fiduciary administering your appeal will be a person other than an individual consulted in the initial decision on your claim and will not be a subordinate of such individual. Any expert whose advice was obtained on behalf of the Plan will be identified to you without regard to whether his advice is relied upon.

You will be notified of the result of the appeal of your claim not later than 45 days after it is received unless the Plan determines that special circumstances (such as the need to hold a hearing) require an extension of time. If an extension of time is required, you will receive written notice prior to the expiration of the initial 45-day period. In no event shall the extension exceed a period of 45 days from the end of the initial period. The written notice provided to you will indicate the special circumstances requiring the extension and the time and the date by which the Plan expects to reach a decision on your appeal.

You will be notified in writing of the Plan's decision on your appeal. If the Plan denies your appeal, the notice will set forth the following:

(1) The specific reason or reasons for the denial.

(2) Reference to the specific Plan provisions on which the denial is based.

(3) A statement that you are entitled to receive upon request and free of charge reasonable access to, and copies of, all documents, records and other information relevant to your claim.

(4) A statement describing any further appeal procedures (including voluntary appeal procedures) offered by the Plan.

(5) A statement of your right to bring an action under Section 502(a) of the Act.

8.6 Appeal Days 36 Through 180 and Long Term Disability Claims. If your claim for disability benefits for days 36 through 180 or for long-term disability benefits is denied, you are entitled to appeal to the claims administrator (currently CIGNA). You must exhaust your appeal rights before bringing an action in court. You must address your request for appeal to CIGNA at the address specified in the denial notice. You must file your written

request for appeal to CIGNA within 180 days from the date you receive the denial. If you do not make this request within that time, you will have waived your right to appeal.

Once your request has been received by CIGNA, a complete review of your claim must take place. This review will give no deference to the original claim decision, and will not be made by the person who made the initial claim decision. During the review, you (or your duly authorized representative) have the right to review any documents that have a bearing on the claim, including the documents which establish and control the Plan. Any medical or vocational experts consulted by CIGNA will be identified. You may also submit issues and comments that you feel might affect the outcome of the review.

CIGNA has 45 days from the date it receives your written request to review your claim and notify you of its decision. Under special circumstances, CIGNA may require more time to review your claim. If this should happen, CIGNA must notify you, in writing, that its review period has been extended for an additional 45 days. Once its review is complete, CIGNA must notify you, in writing, of the results of the review and will set forth the following:

(1) The specific reason or reasons for the denial.

(2) Reference to the specific Plan provisions on which the denial is based.

(3) A statement that you are entitled to receive upon request and free of charge reasonable access to, and copies of, all documents, records and other information relevant to your claim.

(4) A statement of your right to bring an action under Section 502(a) of the Act.

ARTICLE 9
TERMINATION

9.1 Termination of Coverage. An Employee's coverage under this Plan will cease on the earliest date below:

(a) The date he ceases to be an Eligible Employee, ceases to qualify for coverage, or ceases to work in an Eligible Class;

(b) The date the coverage is cancelled or the Plan is terminated. Payment of Benefits will not be affected by cancellation of the coverage or termination of the Plan as long as Total Disability begins while the coverage is in force;

(c) The date Active Service ends, except as described in Section 9.2.

9.2 Total Disability. If an Employee's Active Service ends due to Total Disability for which Benefits are or may become payable, coverage will continue while that Total Disability continues during the Benefit Waiting Period, and thereafter, but only for as long as Benefits are payable. Further, coverage will continue under Article 6 for a member of the Hanford Guards Union while receiving full IPP benefits but only while all required premiums are paid.

9.3 Reinstatement of Coverage Following Leave. Upon return to Active Service following an Employer approved leave of absence, coverage under the Plan will be reinstated as of the date of the Employee's return to Active Service as an Eligible Employee in an Eligible Class.

ARTICLE 10
ADMINISTRATION

10.1 Plan Administrator. The administration of the Plan shall be under the supervision of the Plan Administrator, which is the Board of Trustees of the HEWT. The rights,

duties, powers, action and authority of the Board of Trustees shall be as set forth in the Trust Agreement. The Plan Administrator is also the fiduciary of the Plan. It shall be a principal duty of the Plan Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of persons entitled to participate in the Plan without discrimination among them. The Plan Administrator will have the authority and sole, absolute and uncontrolled discretion to control and manage the operation and administration of the Plan in accordance with applicable laws and shall have all powers necessary to accomplish such purposes. For this purpose, the Plan Administrator's powers will include, but will not be limited to, the following authority, in addition to all other powers provided by this Plan:

(a) To make and enforce such rules and regulations that it deems necessary or proper for the efficient administration of the Plan, including the establishment of any claims procedures that may be required by applicable provisions of law, which shall be uniformly and consistently applied to all participants in the administration of the Plan;

(b) To interpret the Plan, its interpretation thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan;

(c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;

(d) To appoint such agents, counsel, accountants, consultants and other persons as may be required to assist in administering the Plan; and

(e) To allocate and delegate its responsibilities under the Plan and to designate other persons to carry out any of its responsibilities under the Plan, any such allocation, delegation or designation to be by written instrument and in accordance with applicable requirements of law.

10.2 Reliance on Employee. The Plan Administrator may rely upon the direction, information or election of an Employee as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by an Employee.

10.3 Examination of Records. The Plan Administrator will make available to each Employee such of its records under the Plan as pertain to such Employee, for examination at reasonable times during normal business hours.

10.4 Reliance on Tables, etc. In administering the Plan, the Plan Administrator will be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports which are furnished by accountants, counsel or other experts employed or engaged by the Plan Administrator.

ARTICLE 11
MISCELLANEOUS

11.1 Amendment and Termination of Plan. The Trustees shall have the right to amend, modify and terminate any or all of the provisions of this Plan by action of the Board of Trustees, provided, however, that no such amendment, modification or termination shall be in violation of the requirements of the Trust Agreement. Notice of any amendment or modification shall be promptly forwarded to each Employer, Eligible Employee and any applicable insurer, and on request a copy shall be furnished. All amendments, modifications and terminations shall be in writing and shall be approved by the Trust in accordance with its normal procedures for transacting business.

11.2 Governing Law. The Plan shall be construed, administered and enforced in accordance with Washington law, and regulations thereunder, and to the extent applicable, ERISA.

11.3 Limitation of Rights. Neither the establishment of the Plan nor any amendment thereof will be construed as giving to any Employee or other person any legal or equitable right against the Plan Administrator, the Trust or the Employers, except as expressly provided herein, and in no event will the terms of employment or service of any Employee be modified or in any way be affected hereby. Without limiting the foregoing, nothing in the Plan shall be construed as a contract of employment or as consideration or inducement for employment, or a limitation of an Employer's rights to terminate any Employee with or without cause.

11.4 Funding Benefits. For Eligible Employees who were Totally Disabled prior to January 1, 1991, benefits are paid by Connecticut General Life Insurance Company under Group long term disability policy number 2520-00-01 and are solely the responsibility of Connecticut General Life Insurance Company. Premiums under the policy shall be paid by the Employers. The Trustees shall determine how premiums shall be allocated among Employers. For Eligible Employees who become Totally Disabled on or after January 1, 1991, benefits shall be paid in part by the Employers, through Trust assets and Employer contributions, and from insurance. Employer contributions shall be determined by the Trustees. Nothing herein will be construed to require any Employer to maintain any other fund or segregate any other amount for the benefit of any Employee, and no Employee or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Plan Administrator, Employers or the Trust from which any payment under the Plan may be made.

11.5 Nonassignability of Rights. The right of any individual to receive any payment or reimbursement under the Plan shall not be transferred by the individual by assignment or any other method, and shall not be subject to attachment by creditors by any process whatsoever, and any attempt to cause such right to be so transferred or attached will not be recognized.

11.6 Tax Consequences. The Employers, the Plan Administrator, and the Trust make no representation that any amounts paid to or for the benefit of a person under any provision of this Plan will be excludable from the Employee's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any person.

11.7 Severability; Construction. If any provision of the Plan is declared invalid or unenforceable, such provision will not affect the remainder of the Plan which shall be construed as if such provision had not been inserted. Headings and numbers in the Plan are included for convenience of reference only.

ARTICLE 12
STATEMENT OF RIGHTS AND IMPORTANT INFORMATION REGARDING ADMINISTRATION OF THE PLAN

For a statement of your rights under the Employee Retirement Income Security Act of 1974 ("ERISA") and important information concerning the administration of the Plan, see the Plan Document, Summary Plan Description and Administrative Information, Hanford Employee Welfare Benefit Plans (the "Administrative Wrapper"). A copy of the Administrative Wrapper may be obtained without charge by contacting Fluor Hanford, Inc., MSIN H2-23, P.O. Box 1000, Richland, WA 99352-1000, or by E-mail at Benefits_-_PHMC@rl.gov. The Administrative Wrapper may be reviewed and copied online at http://www.hanford.gov/hr/bennies/ACTIVES.htm.

The following Employers are the sponsors of this Plan as of January 1, 2006:

(a) Advanced Technologies and Laboratories – Eligible Class: HAMTC Represented and Incumbent Salaried Exempt and Non-Exempt.

(b) American Electric – Eligible Class: HAMTC Represented.

(c) CH2M Hill Hanford Group, Inc. – Eligible Class: HAMTC Represented and Salaried Exempt and Non-Exempt.

(d) Duratek Federal Services of Hanford, Inc. – Eligible Class: Salaried Exempt and Non-Exempt.

(e) Eberline Services Hanford, Inc. – Eligible Class: HAMTC Represented and Salaried Exempt and Non-Exempt.

(f) Energy Northwest – Eligible Class: HAMTC Represented.

(g) Fluor Hanford, Inc. – Eligible Class: HAMTC Represented, HGU Represented, OPEIU Represented, and Salaried Exempt and Non-Exempt.

(h) Johnson Controls, Inc. – Eligible Class: HAMTC Represented.

(i) Numatec Hanford Corporation – Eligible Class: Salaried Exempt and Non-Exempt

(j) Parsons Fabricators Hanford, Inc. – Eligible Class: HAMTC Represented.

(k) Washington Closure Hanford LLC – Eligible Class: HAMTC Represented and Salaried Exempt and Non-Exempt.

Incumbent employees are identified in the applicable prime contract with the Department of Energy or applicable subcontract agreement.

DATED this _____ day of _____, 2006.

TRUSTEES OF THE HANFORD EMPLOYEE WELFARE TRUST

_____

By Harold Lacher
Its Chairperson

SCHEDULE 1

Predecessor Contractors

Westinghouse Hanford Company
UNC Nuclear Industries
Boeing Computer Company
Rockwell Hanford Operations
ICF Kaiser Engineering Hanford
Lockheed Martin Hanford Corporation
Babcock & Wilcox Hanford Company
DynCorp Tri-Cities Services, Inc.
Duke Engineering & Services Hanford
IT Hanford, Inc.
Bechtel Hanford, Inc.
Day and Zimmermann LLC d/b/a Protection Technology Hanford
CH2M Hill Hanford, Inc.