

**MISSION SUPPORT ALLIANCE, LLC
INCOME PROTECTION PLAN,
HANFORD GUARDS UNION, LOCAL 21
EFFECTIVE NOVEMBER 1, 2010**

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**MISSION SUPPORT ALLIANCE, LLC
INCOME PROTECTION PLAN,
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The Westinghouse Hanford Company originally established the Income Protection Plan (the "Plan") effective January 1, 1991 (the "Effective Date"). Fluor Hanford, Inc. became the successor to Westinghouse Hanford Company on October 1, 1996. Mission Support Alliance, LLC became the successor to Fluor Hanford, Inc. on August 24, 2009. The Plan is hereby amended and restated effective November 1, 2010 (the "Plan"). The purpose of the Plan is to provide supplemental income protection for employees of the Company represented by the Hanford Guards Union, Local 21 who may become ineligible to continue in their jobs as a result of failing to meet a required medical or physical qualification under 10 CFR Part 1046.

**ARTICLE I
DEFINITIONS**

- A. "Base Pay"** means salary or wages for personal services excluding overtime, shift differential, isolation pay, severance pay, bonus or any other extraordinary pay, and excluding Employer contributions to any retirement or welfare benefit plans.
- B. "Company"** means Mission Support Alliance, LLC.
- C. "Credited Service"** means service credited for vesting purposes under the Hanford Multi-Employer Pension Plan, Hanford Guards Union, Local 21.
- D. "Final Base Pay"** means Base Pay rate in effect immediately preceding qualification for benefits hereunder.
- E. "Grandfathered Participant"**
means a Member who became a Participant prior to November 1, 2010.
- F. "Member"** means any employee employed by the Company who is within the collective bargaining unit represented by the Hanford Guards Union, Local 21.
- G. "Open Enrollment Date"** means an annual date or period of days in the plan year designated by the Company as open enrollment.
- H. "Participant"** means a Member who has met the applicable eligibility requirements of Article II and commenced required contributions under Article III or is receiving benefits hereunder.

**ARTICLE II
ELIGIBILITY AND PARTICIPATION**

- A. Participants.** Each Member hired after October 31, 2010 shall be eligible to enroll in the Plan during the first six (6) calendar months of employment. Failure to enroll during the first six (6) calendar months of employment shall constitute forfeiture of eligibility.

B. Grandfathered Participants. Effective April 1, 2006, as a result of collective bargaining, each Member employed by the Company was a Participant enrolled in the Plan. Each Member hired prior to November 1, 2010 shall remain eligible to participate in the Plan subject to the opt-out provisions in Article II.C. and D. below.

C. One-Time Opt-Out. Within six (6) months of ratification of the 2010 Hanford Guards Union Agreement all Grandfathered Participants shall be provided a one-time opportunity to opt-out of participation in the Plan and receive a lump-sum return of their previous contributions less applicable taxes.

D. Annual Opt-Out. Each member participating in the Plan shall be provided one opportunity during each annual open enrollment period to opt-out of participation in the Plan. Members electing to opt-out during an open enrollment period shall forfeit all previous contributions to the Plan.

E. Reenrollment. A Member who at any time elects to opt-out of participation in the Plan shall not be eligible to re-enroll in the Plan.

ARTICLE III REQUIRED CONTRIBUTIONS

As a condition to enrolling in the Plan, a Member must agree to pay by payroll deduction each payday the amount specified in this Article III. Once a Member agrees to enroll and make the required contributions, s/he may not thereafter withdraw from the Plan or discontinue required contributions with the exception of the above stated clause "D". Under no circumstances will Participants' contributions be refunded, except in the case of (i) a Participant who shall fail to complete his or her probationary period and as a result ceases to be a Member; or (ii) a Grandfathered Participant who elects the one-time opt-out provision in Article II.C. above. No contributions are required of a Participant who is receiving benefits under the Plan or who is receiving long term disability or workers' compensation benefits.

Each Member shall pay by payroll deduction each payday the required percentage of base pay. The required percentage of base pay shall be as follows:

A. Participants. Participants shall pay 7.5% of base salary.

B. Grandfathered Participants. For the duration of the 2010 Hanford Guards Union Agreement all Grandfathered Participants shall pay 1.5% of base salary.

ARTICLE IV QUALIFICATION FOR BENEFITS

To qualify for income protection benefits hereunder, a Participant must meet the following requirements:

A. The Participant must fail to meet the applicable medical or physical fitness qualification standard applicable to him by reason of his position under 10 CFR Part 1046.

B. The Participant must apply for and be denied a waiver where available for failure to meet a medical standard.

A Participant must apply for any job offered by the Company which the Company identifies within 30 days following the date A and B occur which has a pay range which encompasses a rate which is equal to seventy percent (70%) of the Participant's Final Base Pay (for Grandfathered Participants eighty percent (80%) of the Participant's Final Base Pay). The Participant is not required to accept such job as a condition to receiving benefits under this Plan.

ARTICLE V INCOME PROTECTION BENEFITS

A. For a Participant who is not actively employed by the Company, full income protection benefits will equal seventy percent (70%) of the Participant's Final Base Pay (for Grandfathered Participants, eighty percent (80%) of the Participant's Final Base Pay).

B. For a Participant who is actively employed by the Company, supplemental benefits will equal the difference between the pay rate for the job in which the Participant is placed and seventy percent (70%) of the Participant's Final Base Pay (for Grandfathered Participants, eighty percent (80%) of the Participant's Final Base Pay).

C. Unless earlier terminated pursuant to Article VI, benefits will be paid for one (1) month for each full two (2) months of Credited Service for a maximum of thirty-six (36) months (for Grandfathered Participants, sixty (60) months).

D. Pursuant to Article 4.12 of the Hanford Multi-Employer Pension Plan, Hanford Guards Union, Local 21, a Participant who (i) attains age 55 on or before November 1, 2015; (ii) was hired prior to November 1, 2010; and (iii) has ten (10) or more years of service may declare to elect full retirement without actuarial reduction in lieu of further attempts to meet the physical qualification requirements of 10 C.F.R. 1046, including a \$425 Social Security retirement bridge benefit payable monthly through the month the Participant turns age 62. This unreduced early retirement benefit is not available to a Participant who voluntarily terminates employment under any program providing financial incentives for voluntary termination of employment, including any special early retirement plan or voluntary reduction of force program.

ARTICLE VI TERMINATION OF BENEFITS

Income protection plan benefits will terminate upon the earlier of:

A. The Participant's retirement (early or normal) under the Hanford Multi-Employer Pension Plan, Hanford Guards Union, Local 21.

B. The Participant's employment by the Company at a pay rate equal to or greater than seventy percent (70%) of the Participant's Final Base Pay (for Grandfathered Participants, eighty percent (80%) of the Participant's Final Base Pay).

C. The Participant's qualifying for disability income under any Company, state or federal government sponsored program.

D. The Participant's death.

E. The Participant's termination of employment voluntary or involuntary except for inability to do the work of the job assigned because of the medical or physical condition leading to eligibility for benefits hereunder.

F. The Participant's receipt of compensation or earned income other than wages received from the Company, which compensation or earned income exceeds one hundred percent (100%) of Final Base Pay.

ARTICLE VII PLAN ADMINISTRATION

The Plan shall be administered by the Company. The Company shall have the authority in its sole and unfettered discretion to interpret the Plan and determine all questions pertaining to eligibility for benefits hereunder. The Company may delegate to any person the authority and responsibility to carry out administrative duties hereunder.

ARTICLE VIII AMENDMENT AND TERMINATION OF THE PLAN

The Company reserves the right to amend or terminate the Plan at any time subject to applicable collective bargaining agreements. No termination, modification, alteration or amendment shall cause the reduction or termination of income protection benefits in pay status.

ARTICLE IX BENEFIT REDUCTIONS

Income protection benefits payable hereunder shall be reduced dollar for dollar by any wages, compensation or earned income whether received as an employee or as a result of self-employment, other than such compensation as does not result in benefits hereunder and such compensation exceeding 100% of Final Base Pay.

ARTICLE X MISCELLANEOUS

A. **Construction** This Plan shall be construed in accordance the laws of the State of Washington.

B. **Right to Discharge** Neither the establishment of the Plan nor any modification thereof, nor the payment of any benefit, shall be construed as giving any Participant or any other person any legal or equitable rights against the Company or the Plan administrator unless the same shall be specifically provided for in this agreement or as giving any Member or Participant the right to be retained in the services of the Company, and all Members shall remain subject to discharge by the Company to the same extent as if this Plan had never been adopted.

C. **Eligibility for Other Benefit** A Participant receiving full income protection hereunder shall continue to be eligible for all other benefits provided Members as if the Participant was an employed Member receiving compensation equal to the Participant's Final Base Pay, except

as otherwise provided below. These benefits include group health, vision, dental, basic life, accidental death and dismemberment, long term disability coverage, dependent life and personal accident insurance, but do not include short-term disability or spending accounts. The availability of these benefits is conditioned upon the Participant's payment of all applicable premiums. The Participant must pay the full premium for long term disability coverage (both Employer and employee share). The Participant receiving full income protection is not eligible to participate in the Hanford Guards Union Savings Plan. The Participant will continue to accrue vesting and benefit service credit in the Hanford Guards Union Pension Plan. A Participant receiving supplemental income protection will be eligible for the benefits available to an employee in the new position based on salary received in the new position.

DATED this 1ST day of January, 2011.

MISSION SUPPORT ALLIANCE, LLC

By T. A. Baym

Its V.P. Human Resources