

RECEIVED & FILED
2001 JUN 14 AM 10:31
U.S. BANKRUPTCY COURT
PATRICIA GRAY, CLERK

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Jennifer A. Smith (State Bar No. 610)
Etta L. Walker (State Bar No. 5537)
LIONEL SAWYER & COLLINS
1100 Bank of America Plaza
50 W. Liberty St.
Reno, Nevada 89501
(775) 788-8666

David S. Kurtz
Timothy R. Pohl
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM (ILLINOIS)
333 West Wacker Drive
Chicago, Illinois 60606
(312) 407-0700

Gregg M. Galardi
Eric M. Davis
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
One Rodney Square
Wilmington, Delaware 19899
(302) 651-3000

Attorneys for the Debtors and
Debtors-in-Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA

In re
WASHINGTON GROUP
INTERNATIONAL, INC., et al.,
Debtors.

Case No. BK-N-01-31627
(Chapter 11)

**ORDER PURSUANT TO
11 U.S.C. §§ 105(a) AND
363(b) AUTHORIZING DEBTORS TO
CONTINUE VACATION AND PAID
TIME OFF BENEFIT PROGRAM,
AS MODIFIED**

Hearing Date: June 13, 2001
Hearing Time: 9:30 a.m.

569

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Upon the motion, dated May 24, 2001 (the "Motion"),¹ of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), for an order under 11 U.S.C. § 105(a) and 363(b) authorizing the Debtors to continue postpetition their vacation and paid time off benefit program as modified therein; and upon the Affidavit of Stephen G. Hanks in Support of Chapter 11 Petition and First-Day Orders sworn to on May 13, 2001; and this Court having determined that granting the relief requested in the Motion is in the best interests of the Debtors, their estates and creditors; and it appearing that proper and adequate notice has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED.
2. The Debtors are authorized to continue postpetition the Debtors' vacation and paid time off

¹ All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

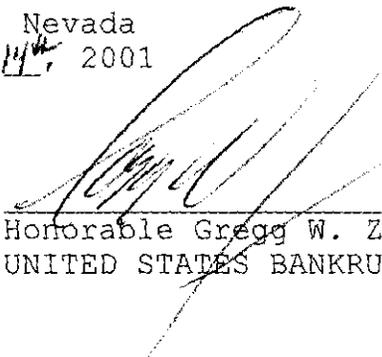
1
2 employee benefit program, as modified (the "Modified PTO
3 Program").

4 3. In the event that (i) the Debtors sell
5 some or all of their assets during these chapter 11
6 cases that directly affects some or all of the Debtors'
7 employees (the "Affected Employees") and (ii) the entity
8 (the "Acquiring Entity") acquiring such assets does not
9 assume the Debtors' obligations under the existing PTO
10 Program with respect to any or all of the Affected Em-
11 ployees, any Affected Employee (including those that
12 become employees of the Acquiring Entity and those that
13 are not offered continued employment with either the
14 Debtors or the Acquiring Entity) whose benefits under
15 the PTO Program are not assumed, other than employees
16 terminated for cause, shall be entitled to the cash
17 surrender value of their PTO as if they had been invol-
18 untarily terminated by the Debtors.
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

4. Neither the provisions contained herein,
nor any payments made by the Debtors pursuant to this
Order, shall be deemed an assumption of any Employee
benefit plan, program or contract, or otherwise affect
the Debtors' rights under 11 U.S.C. § 365 to assume or
reject any executory contract between the Debtors and
any Employee.

Dated: Reno, Nevada
June 14th, 2001



Honorable Gregg W. Zive
UNITED STATES BANKRUPTCY JUDGE