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**ALASKA LABORERS-
EMPLOYERS
RETIREMENT FUND**

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Alaska Laborers-Employers Retirement Fund

July 2014

Dear Participant:

We are pleased to provide you with this updated Summary Plan Description for the Alaska Laborers-Employers Retirement Fund.

The primary purpose of this revision is to update you with regard to the Retirement Fund benefits and provisions through July 1, 2014. It applies to individuals who are Active Participants in the Plan on or after July 1, 2014. If you are terminated or retire before July 1, 2014, you should contact the Administration Office.

If you have questions regarding any of the information outlined in this Summary Plan Description, contact the Administration Office.

Sincerely,

BOARD OF TRUSTEES

Alaska Laborers-Employers Retirement Fund

Employer Trustees

Derald Schoon, Chairman

Mike Brady

Jaysen Mathiesen

John Minder

Union Trustees

Dan Simien, Secretary

Ron McPheters

Augustine J. Merrick II

Kevin Pomeroy

**FOR INFORMATION CONTACT YOUR LOCAL
UNION OR ADMINISTRATION OFFICE**

ADMINISTRATION OFFICES

Alaska Laborers-Employers
Retirement Fund

Labor Trust Services, Inc.
375 W. 36th Ave., Suite 200
P. O. Box 93870
Anchorage, Alaska 99509-3870
(907) 561-5119
(855) 815-2323

Welfare & Pension Administration Service, Inc.
2815 Second Avenue, Suite 300
P. O. Box 34203
Seattle, Washington 98124-1203
(206) 441-7574
(855) 815-2323

LOCAL UNION OFFICES

Laborers' Local 341
2501 Commercial Drive
Anchorage, Alaska 99501-3050
(907) 272-4571

Laborers' Local 942
2740 Davis Road
Fairbanks, Alaska 99709-5231
(907) 456-4584

Laborers' Local 942
722 West 9th Street
Juneau, Alaska 99801-1808
(907) 586-2860

ALASKA LABORERS-EMPLOYERS RETIREMENT FUND

The Alaska Laborers-Employers Retirement Fund has established a website to provide you with immediate access to your plan information. The website is located at www.aklaborerstrust.com and includes the following Trust Fund related material **without** the need for a PIN:

- Forms – Retirement, Medical, Legal Documents and Notices
- Plan Booklets – Retirement, Medical and Legal
- Links to Coverage Providers and other Useful Sites
- Links to Local Unions
- Administration Office Address, Phone Numbers and Email

This website also provides a link to “My Trust Login” which is viewed through a secure location and **requires** the entry of a personal identification number (“PIN”) and your social security number or WPAS identification number (as printed on your Medical/Rx ID card). A PIN will be assigned and mailed to you upon receipt of your completed PIN request form. To request a PIN, please complete a “PIN REQUEST FORM” available on the home page of the website. Please note that a PIN will be assigned. For security purposes you **may not** choose your own PIN. “My Personal Benefits” information includes the following data:

- Personal Information – name, address, gender, birth date, phone, email etc.
- Health Insurance Eligibility – eligibility in the current and past 12 months
- Dependent Information
- Hours/Contributions – statement showing your employer’s reporting hours worked and contributions paid to the Trust
- Retirement – years of service, total hours, and normal benefit amount

NOTE: After a divorce you should always update your PIN number and beneficiary form.

Information on the website is updated daily. If you have any questions about the contents of the website or access to “My Trust Login,” please feel free to contact the Administration Office at (907) 561-5119 or toll free (855) 815-2323.

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Alaska Laborers-Employers Retirement Fund Summary of Your Pension Benefits

| Type | Retirement Benefit | | Conditions which may result in loss of some or all benefits |
|--------------------------|---|---|--|
| | Basic Benefit | Reduction & Options | |
| ELIGIBILITY | YOU MUST WORK FOR AN EMPLOYER SUBJECT TO A COLLECTIVE BARGAINING AGREEMENT WITH THE ALASKA STATE DISTRICT COUNCIL OF LABORERS OR LABORERS' LOCAL 341 OR 942, OR SUBJECT TO A SPECIAL AGREEMENT WITH THE TRUSTEES THAT REQUIRES YOUR EMPLOYER TO CONTRIBUTE TO THIS PLAN ON YOUR BEHALF. | | |
| NORMAL RETIREMENT | <p>1) For benefits accrued through June 30, 2011, age 57 or over</p> <p>2) For benefits accrued on or after July 1, 2011, age 65 or over</p> | <p>(a) 5 or more years of Service; or 6,000 covered hours if participation before 7-1-79; or</p> <p>(b) 5th anniversary of participation after July 1, 2011, age 65 or over</p> | <p>(a) Five Year Certain and Life Thereafter—unreduced</p> <p>(b) 100% or 50% Spouse Form—reduced</p> <p>(a) Return to work after retirement (see Suspension of Payments upon Reemployment after Retirement, page R-31)</p> <p>(b) Termination without Vesting (see Vesting page R-12)</p> |
| EARLY RETIREMENT | Age 50 or over but before Normal Retirement Age | 5 or more years of Credited Service. | <p>Early Retirement reduction factors apply (see Early Retirement, page R-18). Options: same as Normal Retirement</p> <p>Monthly retirement benefit earned to your Early Retirement Date, reduced depending upon when your benefit was earned and your total Covered Hours of Employment. See pages R-18 through R-21.</p> |

| Type | Age Requirements | Service Requirements | Basic Benefit | Reduction & Options | Conditions which may result in loss of some or all benefits |
|-----------------|---|---|--|---------------------------|---|
| LATE RETIREMENT | 1) For benefits accrued before July 1, 2011, any age after 57 2) For benefits accrued on or after July 1, 2011, any age after 65 | Continue to work after meeting Normal Retirement age and service requirements above | Monthly retirement benefit earned to your Normal Retirement Date, plus any monthly retirement benefit earned after your Normal Retirement Date | Same as Normal Retirement | Same as Normal Retirement |

| | | | | | |
|-----------------------|--|--|--|--|---|
| DISABILITY RETIREMENT | Any age before Normal Retirement Age, when you become totally and permanently disabled while an Active Participant | 10 or more years of Credited Service (including 1 year of Credited Future Service) | Monthly retirement benefit earned to your Disability Retirement Date, reduced by 2% for each year between ages 50-57 and 2½% for each year before age 50 that your Disability Retirement Payment begins before your Normal Retirement Date | Disability Retirement reduction factors apply (see Disability Retirement page R-23.) Disability option factors apply. Re-elect options at Normal Retirement Date. | (a) You are no longer disabled (b) You obtain substantially gainful employment |
|-----------------------|--|--|--|--|---|

| | | | | | |
|-------------------|---------------------------|---|---|--|--------------------------|
| DEATH BENEFIT (A) | Any age before retirement | Vested Right | (a) 100% Spouse Form as if selected the day before you die, or (b) Surviving spouse has a right to elect Death Benefit (B) | | |
| DEATH BENEFIT (B) | Any age before retirement | ACTIVE PARTICIPANTS 5 or more years of Credited Service | 60 monthly payments equal to your Past and Future Service Benefits | | Guaranteed for 60 months |

PERMANENT BREAK-IN SERVICE IF YOU DO NOT WORK AT LEAST 250 HOURS BETWEEN ANY JULY 1 AND JUNE 30 FOR FIVE CONSECUTIVE YEARS, YOU MAY BE IN DANGER OF LOSING ALL YOUR BENEFITS EARNED BEFORE THESE BREAKS IN SERVICE (SEE PAGE R-12)

| Type | Age Requirements | Service Requirements | Basic Benefit | Reduction & Options | Conditions which may result in loss of some or all benefits |
|--------------|------------------|--|---|-------------------------------|---|
| VESTED RIGHT | Any age | (a) 5 or more Years of Service (including 1 year of Credited Future Service, or (b) Meet the requirements for Normal Retirement | A nonforfeitable right to benefits earned to your Termination Date, payable at Normal Retirement. | Early Retirement (see above). | Death before retirement, without a surviving spouse |

PARTICIPATION

If your Employer is required to make contributions to this Plan on your behalf by the terms of a collective bargaining agreement with the Alaska State District Council of Laborers, or Laborers' Locals 341 and 942, you automatically participate in the Plan.

Also, if your Employer is required to make contributions to this Plan on your behalf by the terms of a special agreement with the Trustees, you are a Participant in the Plan.

A list of contributing Employers is available for your inspection at the Administration Office. If you write to the Administration Office, you may obtain a list of the contributing Employers or information as to whether a particular employer is a contributing Employer.

Sole proprietors and partners are not eligible to participate in the Plan for any period during which they are a sole proprietor or partner.

Your Participation Date is the first of the month in which Employer Contributions were made or owed on your behalf. If you cease participation before you are vested and you subsequently return to Covered Employment, your Participation Date may change depending upon your service and when you return to Covered Employment. Please contact the Administration Office if you need a determination of your Participation Date.

There are important definitions that will define your rights to a benefit under this Plan once your participation is established. Your entitlement to certain benefits may depend upon your status as an Active Participant. You are an "**Active Participant**" if you meet the conditions described above and have not terminated participation by earning less than 250 hours of service in each Plan Year during two consecutive Plan Years and you are not an Inactive Participant. You are an "**Inactive Participant**" if you are currently not receiving benefits under the Plan and you are either earning Uncovered Hours of Employment toward vesting or you are currently absent for one of the reasons listed on page R-11.

COST OF THE PLAN

This Plan is funded by your Employer's contributions. The hourly rate of your Employer's contribution is determined by a Collective Bargaining Agreement (CBA) with the Alaska State District Council of Laborers or Laborers' Local 341 or 942, or by a special agreement with the Trustees. You are not required or permitted to contribute to the Plan.

Two types of contributions are made to the Fund on behalf of Active Participants. Pension contributions result in Active Participants earning additional retirement benefits. Supplemental contributions are used solely to help the Fund improve its financial status and no additional benefits are earned for these contributions. Effective July 1, 2014, 35% of total contributions under any CBA will be designated as supplemental contributions.

Example: The CBA requires an Employer contribution of \$10.00 per hour to the Fund for each hour John works. Starting July 1, 2014, the Fund will require that only \$6.50 per hour be designated as pension contributions, and \$3.50 per hour will be designated as supplemental contributions.

Copies of the collective bargaining agreements are available for inspection at the Administration Office. Copies may be obtained by writing to the Administration Office.

MEASUREMENT OF SERVICE

Your eligibility for a benefit and the amount of benefit for which you are eligible is based on your service. Each Plan Year (July 1 to June 30) your hours of service are measured to determine if you have completed the minimum number of hours required for an additional year of service and benefit. Years in which you fail to work the required minimum number of hours indicated below will be counted as a break in service. (See the section on Termination of Participation and Vesting for the effects of a break in service.)

Service used in determining amount of benefits

The amount of benefit payable from the Plan is based on your Credited Service. If you do not earn the minimum amount of hours in a Plan Year, your hours and contributions for that year will not be included in the determination of your accrued benefit. Your Credited Service is made up of Credited Past Service and Credited Future Service.

Credited Past Service

Credited Past Service generally is the number of continuous years you worked, during the period July 1, 1947 through June 30, 1962, in a job covered by a collective bargaining agreement between the Alaska State District Council of Laborers and your Employer. Continuous years you worked may be calculated using either of the following methods.

Method A – Under this method you will be entitled to one year of Credited Past Service for each consecutive Plan Year up to a maximum of 15 years, prior to July 1, 1962, in which you were a member in good standing with one of the Union Locals of the Alaska State District Council of Laborers. If you had a break in membership (twelve consecutive months during which you withdrew from Union membership), your service prior to the break in membership will not be counted.

Method B – Under this method you will be entitled to one year of Credited Past Service for each consecutive 12-month period up to a maximum of 15 years prior to July 1, 1962, in which you worked at least 400 hours with an employer who was subject to a collective bargaining agreement with a Union Local of the Alaska State District Council of Laborers. As in Method A, service prior to a break will not be counted.

All years of Credited Past Service must be determined under one method. You cannot determine some years using method A and some years using method B. The maximum number of years of Credited Past Service you may earn is 15.

In order to be entitled to any Credited Past Service you must have worked a total of at least 250 Covered Hours of Employment (defined below) in the first two Plan Years after July 1, 1962.

Credited Future Service

Credited Future Service is based on your Covered Hours of Employment in each Plan year after July 1, 1962, or the date your Employer first contributed to the Plan (if later). A Covered Hour of Employment is an hour for which your Employer is required to contribute to the Plan's trust fund on your behalf.

For each Plan Year in which you worked 250 or more Covered Hours of Employment, you will be entitled to a year of Credited Future Service. You cannot earn more than one year of Credited Future Service in any one Plan Year (July 1 to June 30).

If you had a break in participation prior to July 1, 1976, your Credited Service prior to the break will not be counted. If you have a break in participation after July 1, 1976, your Credited Service prior to the break will be subject to the rules outlined in the section under the heading "Reemployment After Termination."

Service used in determining eligibility for a benefit

“Credited Service” (Credited Past Service and Credited Future Service) is also used to determine whether you are eligible for normal retirement, late retirement, disability retirement, early retirement, or some pre-retirement death benefits. You will not receive Credited Service for Uncovered Hours of Employment.

“Years of Service” are used to determine whether you are eligible for normal retirement, a vested benefit or pre-retirement death benefits. For Plan Years starting before July 1, 1962, years of Credited Past Service are counted as Years of Service. For Plan Years starting on and after July 1, 1962 (or the date your employer first contributed, if later), a Year of Service is a Plan Year in which you earn at least 250 Hours of Service.

A Year of Service may include both Covered Hours of Employment and Uncovered Hours of Employment. Therefore, it is possible to receive a Year of Service for hours earned in uncovered employment, but not receive Credited Service for the same time period (and therefore no benefit accrual for the time period).

“Hours of Service” includes all Covered Hours of Employment plus Uncovered Hours of Employment for which you are entitled to payment by a participating employer for the performance of duties during a Plan Year.

“Covered Hour of Employment” is an hour of employment that you work for which an Employer is required to make contributions on your behalf under the Plan.

“Uncovered Hours of Employment” means continuous employment with the same Employer in a job classification that is not covered by the Collective Bargaining Agreement. (See also Hours of Service above). These hours count toward the required 250 hours if you continuously work for the same participating Employer (no layoff, etc.) as when you were in a covered job classification. They only count for periods after July 1, 1976 or after the date your Employer first contributes to the Plan (if later).

TERMINATION OF PARTICIPATION AND VESTING

A. Termination of Participation

Your participation in the Plan will be terminated if you earn less than 250 hours of service per Plan Year during two consecutive Plan Years.

If your participation is terminated before you are Vested (see Section C), you will lose all of your past and future service benefits earned before your termination, unless you are reemployed as explained in Section E.

B. Postponement of Termination

Your termination may be postponed if you are absent from work for one of the following reasons:

- (1) Your absence for six or more months during a Plan Year was due to one voluntary enlistment or any period of induction in the Armed Forces of the United States, or
- (2) Your absence for six or more consecutive months was due to an illness or injury which prevented you from working. This absence cannot be longer than two years. You must give the Board of Trustees satisfactory proof of your illness. The illness or injury cannot be self-inflicted, or
- (3) Your absence for six or more months during a Plan Year was due to a leave approved by the Board of Trustees, or
- (4) You are working six or more months during a Plan Year for an employer under a Labor agreement between the employer and a participating local union that does not require contributions to this trust, or
- (5) For periods of disability for physical or mental injury for up to five consecutive Plan years, provided such injury was not self-inflicted. (See also Disability section, page R-23).

An absence for any of the above reasons may be reviewed by the Board of Trustees and their decisions will be uniformly applied to all Participants.

C. Vesting

If you terminate after completing five or more Years of Service (including at least one year of Credited Future Service), you will be entitled to a monthly retirement income. If, however, you have less than five Years of Service, you will be vested on or after your Normal Retirement Date if you meet the eligibility requirements for Normal Retirement listed on page R-16.

The amount of your monthly retirement income will be based on your accrued benefit as of your termination date and will be subject to the normal, early, or disability retirement provisions (see pages R-16, R-18 and R-23, respectively) depending on when you elect to have monthly payments begin.

D. Break in Service

A one year Break in Service occurs if you earn less than 250 Hours of Service in a Plan Year. For purposes of determining whether you have a Break in Service, hours of service will include Covered Hours and Uncovered Hours of Employment (see page R-10), plus hours granted while you are on paternity or maternity leave, and hours granted as required under the Family and Medical Leave Act of 1993.

You are also provided benefits and service credit with respect to qualified military service as provided by law under the Uniformed Services Employment and Reemployment Rights Act. If you think you may qualify for such credit, please contact the Administration Office for more information.

E. Reemployment After Termination

If you are reemployed by a contributing Employer at any time after your termination with a vested interest, all the benefits you earn after your reemployment will be added to those you earned before your termination.

If you terminate your participation in the Plan before you have a vested interest and are later reemployed you will not receive credit for your prior years unless you are reemployed by a contributing Employer and earn a Year of Service before the

number of your Break in Service years (consecutive Plan Years in which you did not earn a Year of Service) equals the greater of five or your Years of Service prior to your termination.

Example of return to work after termination: George has four Years of Service as of the Plan Year 2013. He earns hours according to the chart below:

| Plan Year | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 |
|-----------------|-------------|-------------|-------------|-------------|------|------|------|-------------|
| Employee Hours: | 250 or more | 250 or more | 250 or more | 250 or more | 0 | 200 | 0 | 250 or more |

At the end of Plan Year 2014, George suffers a Break in Service because he did not complete at least 250 hours in 2014. At the end of Plan Year 2016, George has three consecutive Break in Service years. When he returns to work in 2017 and earns a minimum of 250 hours in Covered Employment, his prior service is reinstated because he returned to work and earned an additional Year of Service before incurring five consecutive Break in Service years. At the end of Plan Year 2017, George has a total of five Years of Service and is vested in the Plan.

F. Special Plan Rule

If you had hours between July 1, 1974 and June 30, 1977, you may be entitled to certain credit under a special plan rule under a special agreement. Please contact the Administration Office if you believe you may qualify.

CALCULATION OF YOUR ACCRUED BENEFIT

Your accrued benefit is the amount of benefit you earn based on your years of Credited Service and your Covered Hours of Employment. Basically, you earn a piece of benefit each year and all the pieces are added up at the time you retire. The following paragraphs describe the amount of your accrued benefit if you were to retire on or after July 1, 2011. If you retired before that date, contact the Administration Office to determine the amount of your accrued benefit.

A. Past Service Benefit

For each year of your Credited Past Service you are credited with a monthly past service benefit of \$37.85.

B. Future Service Benefit

Your Future Service Benefit is based on your Covered Hours of Employment and a percentage of the Employer Pension Contributions made on your behalf for those hours. You will not receive a Future Service Benefit for any Plan Year in which you do not work a minimum of 250 Covered Hours of Employment. The following chart summarizes the percentage at which your Accrued Benefit is determined for retirement dates after June 30, 2011:

| Covered Hours of Employment Earned | Rate per Covered Hour of Employment |
|-------------------------------------|-------------------------------------|
| After 6/30/62 and before 7/1/74 | \$.04326 |
| Covered Hours of Employment Earned: | Percent of Pension Contributions |
| After 6/30/74 and before 7/1/00 | 3.35% |
| After 6/30/00 and before 7/1/03 | 2.5% |
| After 6/30/03 and before 9/1/06 | 2.0% |
| After 8/31/06 and before 7/1/11 | 1.5% |
| After 6/30/11 | 1.2% |

Example: Bill retires at age 57 on July 1, 2013. Bill has no Credited Past Service and he has worked 1,000 Covered Hours of Employment each Plan Year from 1980 through July 1, 2014. His benefit would be determined as the following:

| Time Period | Pension Contributions | Rate | Accrued Benefit |
|---------------------------------|-----------------------|--------|-----------------|
| After 6/30/74 and before 7/1/00 | \$68,000 | 0.0335 | \$2,278.00 |
| After 6/30/00 and before 7/1/03 | \$18,000 | 0.0250 | \$450.00 |
| After 6/30/03 and before 9/1/06 | \$17,000 | 0.0200 | \$340.00 |
| After 8/31/06 and before 7/1/11 | \$25,000 | 0.0150 | \$375.00 |
| After 6/30/11 | \$24,000 | 0.0120 | \$288.00 |
| Total Accrued Benefit: | | | \$3,731.00 |

NORMAL RETIREMENT

You may have two Normal Retirement Dates and your benefit will be split depending upon the date it was earned. The date at which your benefit is split is July 1, 2011.

A. Benefits Accrued through June 30, 2011:

With respect to your benefit accrued through June 30, 2011, your Normal Retirement Date is the first day of the month on or immediately following your 57th birthday and the date you have fulfilled one of the following requirements:

- (1) Completed five or more Years of Service (including one Credited Future Service year), or
- (2) You are an Active Participant (or in contiguous noncovered employment) on or after your 57th birthday, you have not lost your benefits due to a termination of participation (see page R-11) and you attained the 5th anniversary of your Participation Date.

B. Benefits Accrued on or After July 1, 2011:

With respect to your benefit accrued on or after July 1, 2011, your Normal Retirement Date is the first day of the month on or immediately following your 65th birthday and the date you have fulfilled one of the following requirements:

- (1) Completed five or more Years of Service (including one Credited Future Service year), or
- (2) You are an Active Participant (or in contiguous noncovered employment) on or after your 65th birthday, you have not lost your benefits due to a termination of participation (see page R-11) and you attained the 5th anniversary of your Participation Date.

You are an “**Active Participant**” if you have not terminated participation by earning less than 250 hours of service in each Plan Year during two consecutive Plan Years and you are not an Inactive Participant as described on page R-6.

If you retire on your Normal Retirement Date, your monthly retirement income will be based on the sum of the Past Service Benefits and the Future Service Benefits you have earned as of your Normal Retirement Date. This amount will be reduced if you elect a form of payment that continues payments to your spouse after your death. (See Forms of Retirement Income Payment, page R-27.)

EARLY RETIREMENT

You may retire early on the 1st day of any month between your 50th birthday and your Normal Retirement Date, if you have completed five or more years of Credited Service.

Your benefit accrued before July 1, 2011 and your benefit accrued after June 30, 2011 are treated differently. Different early retirement dates and factors may apply, depending upon your age and Covered Hours of Employment. It is possible to commence normal retirement benefits with respect to accruals before July 1, 2011 and commence early retirement benefits with respect to benefits accrued on or after July 1, 2011. You may also elect to commence benefits with respect to your accrual before July 1, 2011 and defer commencement with respect to benefits accrued on or after July 1, 2011.

If you retire on an Early Retirement Date, your monthly retirement income will be based on the sum of the Past Service Benefits and the Future Service Benefits you have earned as of your Early Retirement Date.

This reduction in your monthly early retirement income is because benefits will be paid for a longer period than if they began at your Normal Retirement Date. Your monthly early retirement income will be reduced further if you elect a form of payment that provides for a continuance of payments to your spouse after your death. (See Forms of Retirement Income Payment, page R-27.)

A. BENEFITS ACCRUED THROUGH JUNE 30, 2003

For benefits accrued through June 30, 2003, your monthly retirement income will be reduced by 1/6 of 1% for each month (2% per year) that your Early Retirement Date precedes your Normal Retirement Date (age 57).

B. BENEFITS ACCRUED FROM JULY 1, 2003 THROUGH JUNE 30, 2011

Your monthly retirement income will be reduced by the following percentages for each month that your Early Retirement Date precedes your Normal Retirement Date.

- (1) 1/2 of 1% for each month (6% per year) for Participants with less than 10,000 Hours of Covered Employment, or
- (2) 1/3 of 1% for each month (4% per year) for Participants with at least 10,000 but less than 20,000 Hours of Covered Employment, or
- (3) 1/6 of 1% for each month (2% per year) for Participants with 20,000 or more Hours of Covered Employment

The chart below summarizes the reduction as a percentage of the full benefit payable at age 57.

| Total Covered Hours of Employment 07/01/2003 through 06/30/2011 | | | |
|--|---------|----------------------|-------------------|
| Age | <10,000 | 10,000 to <20,000 | 20,000 or more |
| 50 | 58% | 72% | 86% |
| 51 | 64 | 76 | 88 |
| 52 | 70 | 80 | 90 |
| 53 | 76 | 84 | 92 |
| 54 | 82 | 88 | 94 |
| 55 | 88 | 92 | 96 |
| 56 | 94 | 96 | 98 |
| 57 | 100 | 100 | 100 |

C. BENEFITS ACCRUED ON OR AFTER JULY 1, 2011

For benefits accrued on or after July 1, 2011, the chart below provides for different early retirement factors depending on your Covered Hours of Employment. Your monthly retirement income will be reduced as a percent of the full benefit payable at age 65 pursuant to the chart below.

| Total Covered Hours of Employment Accrued on or after 07/01/2011 | | | | |
|---|---------|----------------------|----------------------|-------------------|
| Age | <10,000 | 10,000 to <20,000 | 20,000 to <30,000 | 30,000 or more |
| 50 | 34% | 57% | 61% | 86% |
| 51 | 37 | 64 | 68 | 88 |
| 52 | 40 | 71 | 75 | 90 |
| 53 | 44 | 78 | 82 | 92 |
| 54 | 48 | 85 | 89 | 94 |
| 55 | 52 | 92 | 96 | 96 |
| 56 | 57 | 96 | 98 | 98 |
| 57 | 62 | 100 | 100 | 100 |
| 58 | 68 | 100 | 100 | 100 |
| 59 | 75 | 100 | 100 | 100 |
| 60 | 82 | 100 | 100 | 100 |
| 61 | 91 | 100 | 100 | 100 |
| 62 | 100 | 100 | 100 | 100 |
| 63 | 100 | 100 | 100 | 100 |
| 64 | 100 | 100 | 100 | 100 |
| 65 | 100 | 100 | 100 | 100 |

Reduction factors are prorated between birthdates.

Example 1: Jerry has 15 years of Credited Service and decides to take early retirement when he is age 52 on July 1, 2016. He has 15,000 total Covered Hours of Employment (5,000 hours after June 30, 2011). His monthly benefit earned for work prior to June 30, 2016 is \$1,110.00 and his monthly benefit earned for work from July 1, 2011 through June 30, 2016 is \$444.00. Jerry's monthly early retirement benefit as of July 1, 2016 is shown below.

| | Normal Retirement Benefit | Early Retirement Factor | Early Retirement Benefit |
|---|---------------------------|-------------------------|--------------------------|
| Benefits earned prior to July 1, 2011: | \$1,110.00 | .80 | \$888.00 |
| Benefits earned after June 30, 2011: | \$444.00 | .71 | \$315.24 |
| Total Monthly Early Retirement Benefit: | | | \$1,203.24 |

Example 2: Lisa has 15 years of Credited Service and decides to take early retirement when she is age 57 on July 1, 2021. She has 15,000 total Covered Hours of Employment (5,000 hours before June 30, 2011). Her monthly benefit earned for work through June 30, 2011 is \$555.00 and her benefit earned for work after June 30, 2011 is \$888.00. Lisa's monthly early retirement benefit as of July 1, 2021 is shown below.

| | Normal Retirement Benefit | Early Retirement Factor | Early Retirement Benefit |
|---|---------------------------|-------------------------|--------------------------|
| Benefits earned prior to July 1, 2011: | \$555.00 | 1.00 | \$555.00 |
| Benefits earned after June 30, 2011: | \$888.00 | 1.00 | \$888.00 |
| Total Monthly Early Retirement Benefit: | | | \$1,443.00 |

LATE RETIREMENT

If you choose to continue working after you are eligible for normal retirement, you will be eligible for a late retirement as of the 1st day of any month after you actually stop working. However, your Late Retirement Date must be on or before April 1st following the year in which you reach age 70 ¹/₂.

If you retire on a Late Retirement Date, your monthly retirement income will be based on the Past Service Benefits and the Future Service Benefits you have earned as of your Late Retirement Date. This amount will be reduced if you elect a form of payment that provides for a continuance of payments to your spouse after your death. (See Forms of Retirement Income Payment, page R-27.)

DISABILITY RETIREMENT

A. Determination of Disability

In order to be eligible for a disability retirement, you must be an Active Participant in the Plan at the time your disability occurs and you must submit proof of total and permanent disability that is found to be satisfactory by the Trustees.

For purposes of this Plan, total and permanent disability is defined as a disability due to bodily injury or disease that permanently prevents you from regularly working at a gainful or suitable occupation. You will not be eligible for a disability retirement income if your disability is the result of an intentional self-inflicted injury.

The Board of Trustees may require that you be examined by a physician of their choice before ruling on your disability or waiving the 6-month waiting period described below.

A disability will not be considered established until it has continued for at least six months. If you are terminally ill, this 6-month waiting period will be waived. "Terminally ill" means death is expected within a year of your application. The Trustees may require proof of continued disability from time to time, but not more often than once every 12 months.

B. Service Requirements

Disability retirement is only available before your Normal Retirement Date. In addition to the above listed criteria, you must meet one of the following service requirements:

- (1) You must have completed ten years of Credited Service, including at least one year of Credited Future Service, or
- (2) You must remain totally and permanently disabled from the date of your disability through the 10th anniversary of your participation date, and have either:
 - (a) Completed at least five years of Credited Future Service in this Plan (reciprocal hours are not counted for purposes of disability), or
 - (b) Completed 6,000 Covered Hours of Employment if your participation date is before June 30, 1979.

C. Amount of Income

Your monthly disability retirement income will be based on the Past Service Benefits and the Future Service Benefits you have earned as of your disability retirement date. This amount will be reduced by 1/6 of 1% for each month (2% per year) that your Disability Retirement Date precedes age 57 but is on or after age 50. If your Disability Retirement Date precedes age 50, the amount payable will be further reduced 1/4.8 of 1% for each month (2 ½% per year) that your Disability Retirement Date precedes age 50. This reduction in your monthly disability retirement income is because benefits will be paid for a longer period than if they began at your Normal Retirement Date. Your monthly disability retirement income will be reduced further if you elect a form of payment that provides for a continuance of payments to your spouse after your death. (See Forms of Retirement Income Payment, page R-27.)

Your disability retirement income payments will continue until any one of the following events occurs:

- (1) You are no longer disabled, or
- (2) You obtain employment which the Board of Trustees considers substantially gainful, or
- (3) You reach your Normal Retirement Date, at which time you will be eligible for your normal retirement income payable in the form of payment you elected on your Disability Retirement Date, but without the disability retirement reduction.

Example: Jane is age 49 on March 1, 2018 and has a normal accrued benefit of \$3,350.00. She is eligible for disability retirement and her disability retirement application is approved by the Board of Trustees. She is eligible to begin payments on March 1, 2018. Her disability benefit is determined as follows:

| | | |
|---|-------|------------|
| Accrued Benefit at age 57 | | \$3,350.00 |
| Disability Retirement Reduction for ages 57 – 50, 2% per Year | 14% | |
| Disability Retirement Reduction for age 49, 2.5% per Year | 2.5% | |
| Total Disability Reduction (14% + 2.5%) | 16.5% | |
| Amount Payable March 1, 2018 as 5 Year Certain (\$3,350.00 x (100% - 16.5%)): | | \$2,797.25 |

APPLYING FOR RETIREMENT INCOME

When you decide to retire, you must complete an Application for Retirement form and submit it to the Trustees. The form may be obtained from the Administration Office, your Union Local office, or from the website at www.aklaborerstrust.com. Upon receipt of your application, the Trustees will determine if you are eligible for a monthly retirement income based on the age and service requirements discussed in this booklet.

If you are eligible for a monthly retirement income, the Trustees will send you a written explanation of the forms of payment available to you and the amount of monthly income payable under each of the forms. Based on this information you should be able to select the form of payment which best suits your personal circumstances. You will have the right to make or change your selection within 180 days of the date that you receive the Trustees' written explanation.

If you are married and wish to elect the Five Year Certain and Life Thereafter Form (instead of a Spouse Option), your spouse's written consent must be submitted no more than 180 days before the first monthly payment is to be made. Consent must be made on a special form and witnessed by a representative of the Administration Office (Labor Trust Services, Inc.) or a notary public.

If you elect a form of payment that provides for a lifetime continuance of payments to your spouse, the Trustees will require proof of your spouse's age, any name changes and a copy of your marriage license.

If you are married and do not select the form of payment you want, your monthly retirement income will automatically be paid according to the 100% Spouse Option Form. If you are not married and do not make a selection, your monthly retirement income will automatically be paid according to the Five Year Certain and Life Thereafter Form.

FORMS OF RETIREMENT INCOME PAYMENT

Because the economic and family needs of each Participant differ at retirement, the Plan provides for several different forms of payment to assist you in fulfilling your particular needs.

Although the amount of monthly retirement income differs under each form, the expected value for all of the forms of payment is the same. You may choose the Five Year Certain and Life Thereafter Form or a Spouse Option Form. However, if your benefit is small, you will automatically receive a Small Benefit Lump Sum Cash-out, instead.

A. Five Year Certain and Life Thereafter Form

This form of payment will provide you with a monthly retirement income equal to the accrued benefit you are entitled to as of your retirement date. The monthly payments will begin on your retirement date and will end with the payment for the month in which you die. However, if you die before you have received 60 monthly payments; your designated beneficiary will continue to receive the same amount of monthly payment until the first of the following occurs:

- (1) Your designated beneficiary dies; or
- (2) A total of 60 monthly payments have been made to you and your designated beneficiary.

If you are married and wish to elect this form, you will need your spouse's written consent. (See page R-26.)

B. Spouse Option Form

The spouse option forms of payment provide for the continuance of monthly payments for your spouse's lifetime after your death. The amount of monthly retirement income you will receive is based on the accrued benefit you are entitled to as of your retirement date. This amount is then reduced to reflect the possible continuance of payments to your spouse. You may elect to have 100% or 50% of the monthly amount you are receiving to be continued to your spouse. Your accrued benefit will be

reduced less if you elect the 50% spouse option than if you elect the 100% spouse option. However, the payment to your spouse after your death under the 50% spouse option will be less than that under the 100% spouse option.

The spouse option forms of payment provide a “pop-up” provision should your spouse predecease you. If your spouse dies before you, your future monthly retirement payments will be increased to the amount that would originally have been paid each month had you elected the Five Year Certain and Life Thereafter Form. The Five Year Certain period will be measured from your original date of retirement.

If you divorce after you commence benefits, your benefit will continue in the form and amount as elected. There is no adjustment to the joint and survivor option elected as a result of divorce. The distribution of the amount payable or the survivor’s benefit, however, may be modified by a Qualified Domestic Relations Order.

C. Small Benefit Lump Sum Cash-out

If your monthly benefit amount is small, the Administration Office will pay you a lump sum cash-out amount instead of setting up monthly benefit payments. The lump sum value of your pension will be the same as the combined value of your monthly payments, considering how long you are expected to live and an assumed interest amount. Your benefit will be paid as a lump sum cash-out if the combined value of your benefit is \$5,000 or less. You will receive no future benefit from the Plan.

You may request that the Administration Office pay all or part of a lump sum cash-out directly to your individual retirement account, annuity plan, or other qualified employer plan. This is called a direct rollover. Unless a direct rollover is made, the Administration Office must withhold 20% of the payment for federal income taxes. This paragraph does not apply to payments that are required by federal law to be made when you are age 70 ½. These rules will not apply to payments of less than \$200. A partial rollover will not be permitted if it is less than \$500. For a complete description of the rules governing rollovers and qualified financial vehicles permitted to accept a rollover distribution, contact the Administration Office.

Example, Benefit Election Form:

Bill has a total accrued normal retirement benefit of \$3,265.62. Bill is married, age 57 and his wife is five years younger, his monthly retirement income available under the optional forms of payment is as follows:

| Form of Payment | Monthly Payment to Bill | Monthly Payment to Bill’s Wife After His Death | Monthly Payment to Bill After Wife’s Death |
|-----------------|-------------------------|--|--|
| 5 Year Certain | \$3,265.62 | \$ 0* | \$3,265.62 |
| 50% Spouse | \$2,903.14 | \$1,451.57 | \$3,265.62 |
| 100% Spouse | \$2,612.50 | \$2,612.50 | \$3,265.62 |

*If Bill dies within five years of his retirement date, his designated beneficiary would receive \$3,265.62 each month for the balance of the five years, and nothing thereafter. If Bill lives longer than five years, benefits will be paid from this Plan for his lifetime only.

STARTING DATE FOR RETIREMENT INCOME PAYMENTS

Your monthly retirement income payments will begin on the first day of the month following the date your written application for retirement is received by the Board of Trustees, provided you are not working in a job or craft defined by the Plan as Post-Retirement Service. However, you may request that payments begin on a later date, but not later than April 1 following the year you reach age 70 $\frac{1}{2}$, also known as your Required Beginning Date.

If your application for retirement is made after you reach your Normal Retirement Date, you may be entitled to retroactive monthly payments. If so, these retroactive payments will be made back to the later of:

- (a) the first day of the month following your Normal Retirement Date, or
- (b) the first day of the month following the last month in which you worked in Alaska for 40 or more hours in a trade or craft consisting of those jobs and skills practiced by members of participating unions (whether or not your work is under a collective bargaining agreement).

However, whether or not you retire, your monthly retirement payments must begin no later than the April 1st following the calendar year in which you reach age 70 $\frac{1}{2}$.

SUSPENSION OF PAYMENTS UPON REEMPLOYMENT AFTER RETIREMENT

If you retire and later go back to work in the state of Alaska, you must notify the Administration Office immediately. Generally, you will not be entitled to a retirement benefit for any month in which you work 40 or more hours, in the state of Alaska, in a trade or craft consisting of those jobs and skills practiced by members of Local Laborer Unions 341 and 942, whether or not you work under the terms of a collective bargaining agreement. Such work is called Post-Retirement Service. There are some exceptions to this general rule, and these exceptions may vary depending upon your current age, when you earned your benefit, and when you retire.

A. For Benefits Accrued Through June 30, 2011

For benefits accrued through June 30, 2011, you may work up to 39 hours in a month in Post-Retirement Service (whether or not you are working under a Collective Bargaining Agreement) and benefits will not be suspended. Additionally, you may work over 40 hours per month in certain positions and benefits will not be suspended if you are working:

- (1) as a superintendent or JATC instructor, or
- (2) for North Star Borough as a transit or vantran operator, or
- (3) as an election monitor or election judge in any labor organization, or
- (4) non-exempt administrative or clerical staff employment for a labor organization (subject to certain conditions), or
- (5) as a consulting manager or advisor to the Training Department of the Training School.

B. For Benefits Accrued After June 30, 2011

Return to Work prior to Normal Retirement Age (age 65):

For benefits accrued after June 30, 2011, benefits will not be suspended if you are working:

- (1) as a superintendent or JATC instructor, or

- (2) for North Star Borough as a transit or vantran operator, or
- (3) as an election monitor or election judge in any labor organization, or
- (4) non-exempt administrative or clerical staff employment for a labor organization (subject to certain conditions), or
- (5) as a consulting manager or advisor to the Training Department of the Training School, or
- (6) no more than 39 hours per month in Alaska, in a trade or craft under the terms of a Collective Bargaining Agreement, and in the construction industry or in the industry in which the Employers participate.

Return to Work on or after Normal Retirement Age (age 65):

For benefits accrued after June 30, 2011, you may work up to 39 hours in a month in Post-Retirement Service (whether or not you are working under a Collective Bargaining Agreement) and benefits will not be suspended. Additionally, you may work over 40 hours per month in certain positions and benefits will not be suspended if you are working:

- (1) as a superintendent or JATC instructor, or
- (2) for North Star Borough as a transit or vantran operator, or
- (3) as an election monitor or election judge in any labor organization, or
- (4) non-exempt administrative or clerical staff employment for a labor organization (subject to certain conditions), or
- (5) as a consulting manager or advisor to the Training Department of the Training School.

Example: Jason retires at age 55 with a monthly early retirement benefit of \$2,500.00, of which \$1,000.00 relates to Covered Hours of Employment after June 30, 2011. He returns to work at age 58 for 39 hours per month as a heavy equipment operator, but is not covered by a Collective Bargaining Agreement. The \$1,000.00 portion of his benefit relating to Covered Hours of Employment after June 30, 2011 will be suspended immediately for any month he works because he is returning to Post-Retirement Service prior to Normal Retirement Age and is not covered by a Collective Bargaining Agreement.

C. Recovery of Overpayment

If you return to work and fail to notify the Administration Office, they will presume you are working 40 or more hours per month as soon as they learn of your reemployment. They will also

presume you have been working at your job site as long as your employer has been working at that site.

Both of the above presumptions are subject to change if you can show factual information to the contrary.

When you again retire, you must notify the Administration Office so that they can start paying your monthly benefits again.

If you receive retirement benefits for any month for which your benefit should have been suspended, the Administration Office will make arrangements to recover those payments from your future benefit checks. In order to recover those benefits, your monthly checks will be withheld for up to three months after you stop working. If additional overpayments need to be recovered, you will receive 75% of your retirement benefit, starting with the 4th month after you stop working, until the full amount has been repaid.

D. Resumption of Benefits

When you again retire, your retirement benefit for service prior to your return to work will be in the same amount and form of payment as was being paid before you returned to work, except that there will be a one-time adjustment to the prior early retirement reduction for Participants whose benefits had previously been reduced due to Early Retirement. Upon notification, benefits will resume the first of the month following your cessation of Post-Retirement Service.

E. Additional Accruals

If your benefits are suspended for performing Post-Retirement Service, you may earn additional benefits pursuant to the following rules.

- You earn at least 250 Covered Hours of Employment in a Plan Year.
- For the first period of such Post-Retirement Service, you earn additional benefits under the accrual rates in effect at the time.
- Any additional benefit will be added to your monthly benefit when you again cease Post-Retirement Service.

For any subsequent periods of Post-Retirement Service, benefits accrued through June 30, 2011 and prior to attaining age 57 will be calculated at 0.92% of contributions. For any subsequent periods of Post-Retirement Service, benefits accrued after

June 30, 2011 and prior to attaining age 65 will be calculated at 0.92% of contributions. Benefits accrued on or after age 65 (age 57 for benefits accrued prior to July 1, 2011) will be calculated under the accrual rules described above.

Any additional benefits earned for subsequent periods of Post-Retirement Service will not be payable until you cease Post-Retirement Service and reach age 57.

Additional benefits earned after June 30, 2011 for the first period or subsequent periods of Post-Retirement Service that are paid before age 65 will be considered early retirement benefits and you may defer commencement of such benefits.

If you earn additional benefits through Post-Retirement Service, the form of benefit payment for your additional accrual will depend upon when you commenced your previous benefit. If your immediately prior retirement date was before Normal Retirement Age, as determined at the time when your benefit commenced, you will be entitled to elect any form of benefit payment available under the terms of the Plan with respect to the additional accrual. If your immediately prior retirement date was on or after Normal Retirement Age, any additional benefits will be payable in the same form of payment as you elected when your immediately prior benefit began, unless you originally elected a Spouse Option and your spouse is no longer living as of the date your additional benefit is to begin. In such instance, your additional benefit will be paid in the Five Year Certain and Life Thereafter Form.

Example: Jill retires at age 57 on July 1, 2011 and begins her monthly normal retirement benefit of \$3,000.00. Upon retirement, Jill is eligible for unreduced Early Retirement for benefits accrued on or after July 1, 2011. She returns to Post-Retirement Service on January 1, 2014 and her benefit is suspended. She works over 250 hours and has additional contributions of \$2,000.00, yielding an additional benefit of \$24.00. She ceases Post-Retirement Service June 30, 2014. Her previous benefit will resume July 1, 2014, and her additional benefit is payable, upon application, as early as July 1, 2014. If Jill returns to work again in Post-Retirement Service before her Normal Retirement Age of 65, her retirement benefit will be suspended and any additional benefits earned will be based on 0.920% of contributions. If any additional benefit is paid before

age 62, it may be reduced depending on her age and total Covered Hours of Employment.

F. General Information

The rules governing suspension of retirement benefits upon reemployment of a retiree may be found in Section 2530.203-3 of the Code of Federal Regulations. Under these rules, the Administration Office will count your work hours on the basis of your Employer's four- or five-week pay-period ending in a calendar month. If your Employer does not keep hourly work records, the Administration Office will withhold your benefit for any month in which you work eight or more days, or eight or more separate shifts.

As a condition of receiving future retirement benefits, the Administration Office may reasonably request that you certify you are unemployed or provide factual information sufficient to establish that any employment is not of the type which would be counted toward a suspension of your retirement benefit.

If you have a question as to whether any employment you are contemplating would be counted toward the suspension of your retirement benefit, you should request a determination in writing from the Administration Office.

DEATH BENEFITS

A. Before Retirement

- (1) If you are married and you die before retirement, your surviving spouse will be entitled to a death benefit provided you have met the following requirements:
 - a. You work at least one Hour of Service under the Plan after July 1, 1976, and
 - b. You are vested in your retirement benefit.

Your surviving spouse may elect either of the following death benefits:

- (i) A monthly benefit payable during your spouse's lifetime, equal to the amount your surviving spouse would have received if you had retired the day before you died and elected the 100% Spouse benefit option. The benefit to your surviving spouse will begin on the first day of the month following the later of the date of your death or the date you would have been age 50; or
- (ii) A monthly benefit payable to your surviving spouse for 60 months. The amount of the monthly benefit will be the accrued benefit you have earned as of the date of your death (but not less than the actuarial equivalent of (i) above). It would be payable immediately following your death.

If your spouse elects the 60 month benefit, he or she may designate a beneficiary to receive any remaining payments should your spouse die before the completion of the 60 months.

- (2) If you die before retirement and do not meet the requirements in paragraph (1) above, but you have completed five or more years of Credited Service or are an unmarried Terminated Vested Participant, your designated beneficiary will be entitled to a death benefit. The death benefit will be equal to the accrued benefit you have earned as of the date of your death. The benefit is payable

for 60 months immediately following your death, or until your beneficiary's death, if sooner.

You may designate anyone to be your beneficiary. There is a form available at the Administration Office, the website, or your Union Local office to designate or change your beneficiary. If you have not completed a beneficiary designation form, or if your designated beneficiary dies and you do not change the designation, any benefits payable upon your death will be distributed in accordance with the priorities set forth in the Plan document. If you do not designate your spouse as your beneficiary and your spouse is still alive at the time of your death, he or she may have a right to some or all of your benefits depending upon the laws in the state in which you live.

B. After Retirement

If you die after you retire, the form of payment you elected when you retired will govern the death benefit which is payable (see Forms of Retirement Income Payment, beginning page R-27).

C. Direct Rollovers

When your spouse or designated beneficiary receives certain types of death benefits, he or she may request that the Administration Office make payments directly to a qualified individual retirement account or annuity. This is called a direct rollover. Direct rollovers may be made when your spouse or designated beneficiary receives a death benefit payable for 60 months, or receives a taxable lump sum death benefit as described on page R-28 under Section C. Unless a direct rollover is made, the Administration Office must withhold 20% of each payment for federal income taxes. This paragraph does not apply to certain required payments made in the year you would have reached age 70 ½ or later years. These rules will not apply to payments in years where the expected payments for the year are less than \$200. A partial direct rollover will not be permitted if it is less than \$500.

For a complete list of qualified rollover vehicles, please contact the Administration Office.

RECIPROCAL PENSION

Reciprocity is a system of arrangements between various Construction and General Laborers pension Plans that provides for the crediting of service in the various Plans in order to determine your eligibility for a benefit, your Breaks in Service, and your vesting. Reciprocity is accomplished in this Plan through the National Reciprocal Agreement, which counts your service earned with related Plans. It is a “two-way street”: it affects employees who leave this Plan and go to the jurisdiction of a related Plan, and it affects employees who enter this Plan from a related Plan.

A related Plan is another retirement Plan whose Trustees have signed the National Reciprocal Agreement or other Reciprocal Agreement with this Plan, and agreed with this Plan to exchange and recognize credits earned by employees who work in both Plans. At this time many Plans have signed the Agreement. Contact the Administration Office to find out which Plans are designated as related Plans (see page ii for the address).

As long as you have one year of Credited Future Service under this Plan, the years of Credited Service you earned while a member of a related Plan will be counted by this Plan towards its requirement for Normal, Early, Late, or Disability Retirement. Years of Credited Service you earn in a related Plan will also count towards preventing a Break in Service, and, effective April 1, 1988, towards vesting. They will not be used to determine your eligibility for the payment of Death Benefits except for the death benefit explained under paragraph (A) (1) (i) if you are vested (see page R-36).

If you leave this Plan and the benefit levels are changed, your retirement benefits from this Plan will be determined by the provisions of the Plan in effect when you last earned a pension credit in this Plan.

At the time of your retirement, the credits you earned while a member of a related Plan, plus the credits you earned while a member of this Plan, will be used to determine whether or not you meet the Credited Service requirements for retirement under this Plan. The maximum amount of credit you may earn in any calendar year is one year.

The monthly retirement benefits you receive from this Plan will be determined based solely on your Credited Service earned under this Plan. The benefits provided by the related Plan will be determined solely by the credits earned under that Plan.

LOSS OR DENIAL OF BENEFITS

Under certain circumstances, your claim or your beneficiary's claim for benefits can be denied or partially denied. Generally, denial or loss of benefits can occur in whole or in part if:

- You fail to meet general participation requirements (see "Participation," page R-6).
- You are not vested when you leave the Plan (see "Termination of Participation," page R-11).
- You have a Break in Service or return to work after a Break in Service and do not meet the requirements for restoration of service (see "Reemployment After Termination," page R-12).
- You return to work after retirement (see "Suspension of Payments Upon Reemployment After Retirement," page R-31.)
- You die without a beneficiary.
- The assets of the Plan are inadequate to fund benefits.
- The limitation and taxes on benefits imposed by the Internal Revenue Code apply to your benefits.
- You are subject to a Qualified Domestic Relations Order so that all or part of your benefit is paid to another person (for example, your child or former spouse).
- The Plan is terminated and the PBGC reduces benefits.

APPLICATION FOR RETIREMENT BENEFITS AND CLAIM APPEAL PROCEDURES

The following section provides information on contacting the Administration Office and appeal procedures for the Alaska Laborers-Employers Retirement Fund. For information on how to apply for benefits, see "Applying for Retirement Income," page R-26.

If you have any questions concerning your benefits under the Retirement Plan or the material covered in this section, contact the Administration Offices:

Alaska Laborers-Employers Retirement Fund
Labor Trust Services, Inc.
375 W. 36th Avenue, Suite 200
P. O. Box 93870
Anchorage, Alaska 99509-3870
(907) 561-5119 or (855) 815-2323

Welfare & Pension Administration Service, Inc.
2815 Second Ave., Suite 300
P. O. Box 34203
Seattle, Washington 98124-1203
(206) 441-7574 or (855) 815-2323

or your benefits representative at your Local Union office:

Laborers' Local No. 341
2501 Commercial Drive
Anchorage, Alaska 99501-3050
(907) 272-4571
www.laborerslocal341.com

Laborers' Local No. 942
2740 Davis Road
Fairbanks, Alaska 99709-5231
(907) 456-4584

www.aklaborers.com

Laborers' Local No. 942
722 West 9th Street
Juneau, Alaska 99801-1808
(907) 586-2860
www.aklaborers.com

SPECIAL INFORMATION AND SUGGESTIONS FOR PLAN PARTICIPANTS

PROOF OF AGE

As the Plan requires proof of your date of birth as a condition of benefit payment, it is recommended that you obtain now and keep in your records documents that will substantiate your date of birth and also the date of birth and name changes of your spouse. Acceptable documents are as follows:

One of the following:

Birth Certificate
Baptismal certificate*; or

Any two of the following:

Passport
Naturalization papers
Family Bible entries
Marriage license or application
Early school records
U.S. census report*
Life insurance policies**
Military or Civil Service records
Child's birth certificate
Written verification from Social Security or
Written verification from your Union Local

*Must be at least twenty years old.

**Must be at least ten years old.

HOW TO APPEAL YOUR CLAIM FOR RETIREMENT BENEFITS IF THEY ARE DENIED

The Trustees have the final authority to interpret the Plan and to decide benefit claims. Generally, anyone who has a dispute concerning eligibility to participate in the Plan, the full amount of benefits to which they were entitled, or is otherwise adversely affected by an action of the Trustees, must file an appeal in writing with the Administration Office and follow these procedures:

- (1) You have the right to request the Trustees to conduct a hearing in the matter *in writing, and include specific reasons for your appeal, within 60 days* after the action is communicated in writing to you. Your claim will be considered filed when it is received by the Administration Office, regardless of whether you include all necessary information. If necessary information is lacking, the Administration Office will notify you in writing of:
 - a. The standards on which the entitlement to benefits is based;
 - b. The unresolved issues that prevent a decision on your claim; and,
 - c. The additional information needed to resolve the issues.

Your claim will not be considered complete until all required information is received by the Administration Office.

The Trustees shall then conduct a hearing at which you or your beneficiary will be able to present your position and any evidence that supports your claim.

Within 30 days of receipt of the written request for review, you will be given notice of the hearing. You or your beneficiary may be represented at the hearing by an attorney or other representative of your choice.

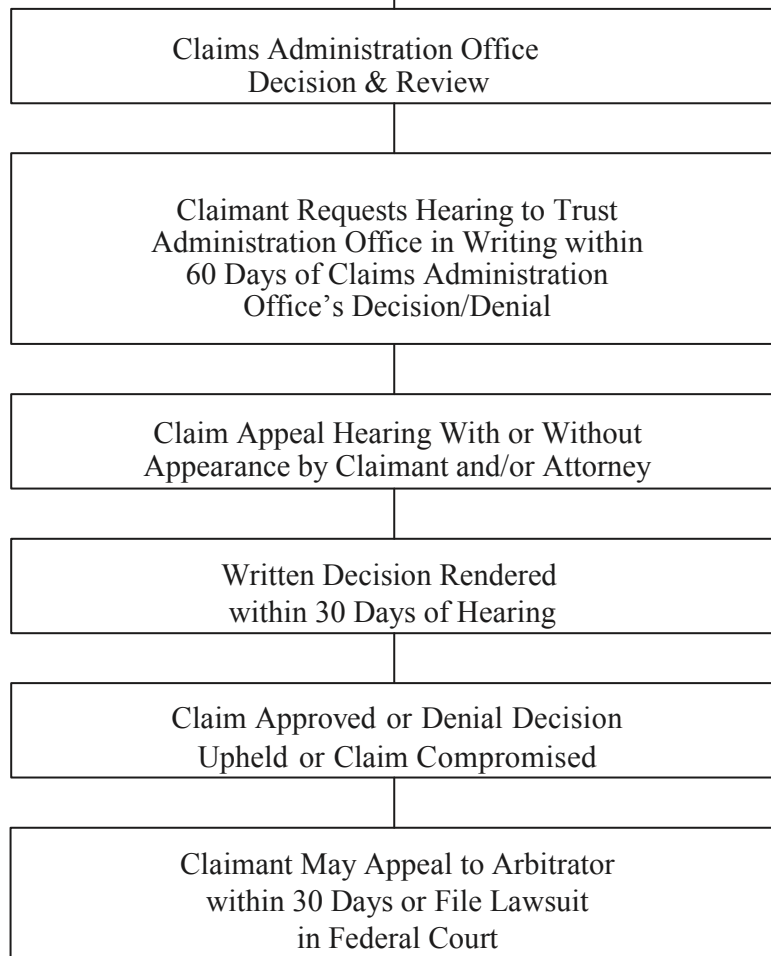
- (2) If your claim is denied, upon request, you are entitled to review all documentation upon which the Trustees' decision is based. Thereafter, the Trustees shall issue a written decision affirming, modifying, or setting aside the former action. The denial notice will include the following:
 - a. The specific reasons for the denial;
 - b. Reference to the specific Plan provisions on which the denial was based;
 - c. If the decision is based on an internal rule, guideline, protocol or similar criterion will be described or provided free of charge upon request;
 - d. A description of any additional material or information you need to provide if you want the matter reviewed and an explanation of why it is necessary.
 - e. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502 of the Employee Retirement Income Security Act following an adverse benefit determination on review.
- (3) If you or your beneficiary is dissatisfied with the written decision of the Trustees, as described in Part (2) of this section, you or your beneficiary may request the appointment of an impartial arbitrator to review the matter in accordance with the Rules of the American Arbitration Association. Please note that arbitration is not required and is a "voluntary" choice of the Participant. Such request must be filed in writing with the Trustees within 30 days of the receipt of the written decision. The Administration Office will assist in the preparation of the request for the arbitration if asked to do so.

The questions for the arbitrator shall be (1) whether the Trustees were in error upon an issues of law, (2) whether they acted arbitrarily or capriciously in the exercise of their discretion, or (3) whether their findings of fact were supported by substantial evidence.

The decision of the arbitrator shall be final and binding upon the Trustees and upon the appealing party.

The expense of arbitration shall be borne totally by the Trust Fund.

CLAIM APPEAL PROCESS



HOW TO APPEAL YOUR CLAIM FOR DISABILITY BENEFITS IF THEY ARE DENIED

Special rules apply to claims for disability benefits. Generally, anyone who has a dispute concerning eligibility for disability benefits from the Plan or is otherwise adversely affected by a decision made by the Administration Office or the Trustees concerning disability benefits (hereinafter the Claim) must file an appeal in writing with the Administration Office and follow these procedures.

- (1) Your Claim must be in writing. Your Claim will be considered filed when it is received by the Administration Office, regardless of whether you include all necessary information. If necessary information is lacking, the Administration Office will notify you in writing of:
 - a. The standards on which the entitlement to benefits is based;
 - b. The unresolved issues that prevent a decision on your Claim; and,
 - c. The additional information needed to resolve the issues.

Your Claim will not be considered complete until all required information is received by the Administration Office.

- (2) You will be notified in writing of the outcome of your Claim within a reasonable period of time, but not later than 45 days after the Administration Office receives your Claim. This 45 day period may be extended twice, up to 30 days each time if the Administration Office determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you prior to the end of the initial 45 day period (and subsequent 30 day extension, if applicable) in writing of such extension. The extension notice will be in writing and will specify the Plan provision on which the entitlement to disability retirement is based, the unresolved issues that

prevent a decision, the additional information needed to resolve those issues, and the date a decision is expected.

If your Claim is not acted on within these time periods, you may deem your Claim to have been denied and may follow the appeal procedure in this section detailed in subsection (3).

- (3) If your Claim is denied, in whole or in part, you will be notified of the decision in writing and you will be given the opportunity for a full and fair review of the decision. The denial notice will include the following:
 - a. The specific reasons for the denial.
 - b. Reference to the specific Plan provisions on which the denial was based.
 - c. If the decision is based on an internal rule, guideline, protocol or similar criterion, such internal rule, guideline, protocol or similar criterion will be described or provided free of charge upon request.
 - d. A description of any additional material or information you need to provide if you want the matter reviewed and an explanation of why it is necessary.
 - e. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502 of the Employee Retirement Income Security Act following an adverse benefit determination on review.

- (4) If you believe your Claim was wrongly denied, you have the right to petition the Trustees to review the decision. Your petition for review must:
 - a. Be in writing;
 - b. State in clear and concise terms the reason(s) for the disagreement with the decision of the Administration Office;
 - c. Include documents, records and other information relevant to the appeal; and
 - d. Must be filed or received by the Administration Office within 180 days after the date you received the denial notice.

Changes or additions to the petition for review may be allowed if the Trustees find good cause. If you miss the 180 day deadline for filing an appeal, you will be considered to have

waived your right to appeal. This will not preclude you from establishing your entitlement to a benefit at a later date based on additional information or evidence not available at the time of the decision made by the Administration Office.

Upon request you or your representative will be provided, free of charge, reasonable access to and copies of all non-privileged records and other information relevant to your appeal.

Upon written request by you or your representative, the Trustees will hold a hearing within a reasonable period of time after receipt of the petition for review and permit you and/or your representative to personally appear in support of your position. The Trustees will take into account all comments, documents, records and other information you submit without regard to whether they were submitted or considered in the initial decision. The Trustees will not grant any deference to the initial decision.

If the appeal involves an issue of medical judgment, the Trustees will consult with a health care professional who has appropriate training and experience in the field of medicine involved in. If the Trustees consult a medical or vocational expert, he or she will be identified regardless of whether the Trustees rely on his or her opinion.

- (5) A decision on the appeal will ordinarily be made by the Trustees no later than the date of the quarterly meeting of the Trustees that immediately follows the Administration Office's receipt of your appeal. However, if your appeal is received within 30 days before the meeting, a decision will be made by the date of the second quarterly meeting after receipt of your appeal. If special circumstances require more time, a decision will be made no later than the third quarterly meeting and you will be notified of the reasons for the delay and the date you can expect a decision before such an extension of time begins.

You will receive notification of the decision within a reasonable time. The notification of the decision will be in writing and will include the following:

- a. The specific reason(s) for the decision;

- b. Reference to the specific Plan provision(s) on which the denial is based;
- c. A statement of your right to receive, upon request and free of charge, reasonable access to and copies of all non-privileged documents, records and other information relevant to your Claim; and
- d. Your right to bring a lawsuit under Section 502(a) of the Employee Retirement Income Security Act.

SPECIAL REPORTING AND DISCLOSURE REQUIREMENTS

NAME OF PLAN

This Plan is known as:

- Alaska Laborers-Employers Retirement Fund

BOARD OF TRUSTEES – PLAN ADMINISTRATOR

This Plan is operated by a joint labor-management Board of Trustees. The Board of Trustees is the Plan Administrator and it is assisted by the following administrative agents. (Please use the P.O. Boxes for all correspondence.)

Alaska Laborers-Employers Retirement Fund
Welfare & Pension Administration Service, Inc.
2815 Second Avenue, Suite 300
P.O. Box 34203
Seattle, Washington 98124-1203
(206) 441-7574
(855) 815-2323

Labor Trust Services, Inc.
P. O. Box 93870
Anchorage, Alaska 99509-3870

or

375 W. 36th Ave., Suite 200
Anchorage, Alaska 99503-5814
(907) 561-5276
(855) 815-2323

The names and addresses of the Trustees as of the printing of this booklet are as follows:

EMPLOYER TRUSTEES

Derald Schoon, Chairman
Unit Company
620 Whitney Rd, Ste. 1
Anchorage, AK 99501

Mike Brady
Ken Brady Construction
4001 Turnagain Blvd. East
Anchorage, AK 99517

Jaysen Mathiesen
M-AK Construction, LLC.
P.O. Box 241568
Anchorage, AK 99524

John Minder
Great Northwest, Inc.
P.O. Box 74646
Fairbanks, AK 99707

UNION TRUSTEES

Dan Simien, Secretary
Laborers' Local No. 942
2815 2nd Ave., Suite 300
Seattle, WA 98121

Ron McPheters
Laborers' Local No. 341
2501 Commercial Drive
Anchorage, AK 99501

Augustine J. Merrick II
Laborers' Local No. 341
2501 Commercial Drive
Anchorage, AK 99501

Kevin Pomeroy
Laborers' Local No. 942
2740 Davis Road
Fairbanks, AK 99709

LEGAL COUNSEL

The name and address of the Fund's legal counsel is:

Jermain, Dunnagan & Owens
3000 "A" Street, Suite 300
Anchorage, Alaska 99503

AGENT FOR SERVICE OF LEGAL PROCESS

Any member of the Board of Trustees, the Administrative Agents (Welfare & Pension Administration Service, Inc., or Labor Trust Services, Inc.) and the Attorney (Jermain, Dunnagan & Owens) are agents for the purposes of accepting service of legal process on behalf of this Plan.

IDENTIFICATION NUMBER

The Employer Identification Number and Plan Number assigned to this Plan by the Internal Revenue Service are listed below:

Alaska Laborers-Employers Retirement Fund:
EIN 91-6028298, PN 001

TYPE OF PLAN

Retirement Fund:

This Plan is a defined benefit pension plan.

TYPE OF ADMINISTRATION

This Plan is administered by the Board of Trustees with assistance of Welfare & Pension Administration Service, Inc., and Labor Trust Services, Inc., contract administrative organizations.

DESCRIPTION OF COLLECTIVE BARGAINING AGREEMENTS

This Plan is maintained under Collective Bargaining Agreements between contributing Employers and Alaska State District Council of Laborers and Laborers' Locals 341 and 942, which control various duties, rights and benefits under the Plan. These Collective Bargaining Agreements, along with a list of participating employers, can be examined at the Administration Office. Upon written request, copies can be obtained.

FUNDING MEDIUM

The funding mediums for the Retirement Plan are described below:

Retirement Fund:

Funding for this Plan is through employer payments of the negotiated contribution rate, these contributions are held in trust by US Bank.

BENEFITS INSURED BY THE PBGC

Certain benefits under the *Retirement Plan* are insured by the Pension Benefit Guaranty Corporation (PBGC), if the Plan terminates. In general, the PBGC guarantees a certain amount of vested early or normal retirement benefits and some survivors' benefits. The PBGC, however, does not guarantee all types of benefits. The amount it insures is subject to certain limitations and revised from time to time.

The PBGC guarantees vested benefits at the level in effect on the date of Plan termination. However, if benefits have been increased within the five years before Plan termination, the whole amount of the Plan's vested benefits or the benefit increase may not be guaranteed. In addition, there is a ceiling on the amount of monthly benefits that PBGC guarantees which is adjusted periodically.

For more information on the PBGC insurance protection and its limitations, ask your Administration Office or the PBGC. Inquiries to the PBGC should be addressed to:

Office of Communications
PBGC
1200 K Street N.W. Washington,
D.C. 20005-4026

PLAN YEAR

The Plan year is July 1 through June 30.

YOUR RIGHTS UNDER ERISA

As a Participant in the Alaska Laborers-Employers Retirement Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all Plan Participants shall be entitled to:

1. Examination without charge, at the Administration Office and at other specified locations, such as worksites and union halls, all Plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as annual reports and Plan descriptions.
2. Obtain copies of all Plan documents and other Plan information upon written request to the Administration Office. The Administrator may make a reasonable charge for the copies.
3. Receive a summary of the Plan's annual financial report. The Administration Office is required by law to furnish each Participant with a copy of this summary financial report.

4. Obtain a statement telling you whether you have the right to receive a pension at normal retirement age and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, this statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

In addition to creating rights for Plan Participants, ERISA imposes obligations upon the person who are responsible for the operation of the Employee benefit Plan. The people who operate your Plan, called fiduciaries of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries.

No one, including your Employer, your union, or any other person, may fire you or otherwise discriminate against you to prevent you from obtaining a pension or benefit or exercising your rights under ERISA.

If your claim for a pension or benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have your claim reviewed and reconsidered.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

If you have any questions about your Plans, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Field Office of the Pension and Welfare Benefits Administration, U.S. Department of Labor.

HOW TO APPEAL YOUR CLAIM FOR BENEFITS IF IT IS DENIED

Complete details regarding application for retirement benefits and appeals can be found in the How to Apply for Retirement and How to Appeal Your Claim sections of this booklet.

AVAILABILITY OF INFORMATION

Plan documents, sponsor lists, and all other pertinent documents required to be made available under ERISA are available for each of the Trusts for inspection at the Administration Office during regular business hours. Upon written request, copies of these documents will be provided. However, the Trustees may impose a reasonable charge for the copies; the Administration Office will state the charge for specific documents on request so you will know the cost before ordering.

FUTURE OF THE PLAN

This Plan is intended to operate for an indefinite period of time. However, the Board of Trustees has the authority to amend or terminate the Plan at any time. The Plan will also terminate upon the expiration of all collective bargaining agreements and special agreements requiring the payment of contributions to the Plan. In the event of the termination of the Plan, any and all monies and assets remaining in the Plan, after payment of expenses, shall be used for the continuance of the benefits provided by the then existing Plan, until such monies and assets have been exhausted.

PLAN AMENDMENT AND TERMINATION

- (a) The Board of Trustees expects that the Plan will be permanent, but necessarily reserves the right, unless precluded by the terms of the Collective Bargaining Agreement, to change, modify, or terminate it at any time for any reason.
- (b) Any Participant who wishes to obtain information about the procedure for either amendment or termination of the Plan may make a written request to the Administration Office for those Plan documents which set forth the procedure for amendment or termination of the Plan. The Plan Administrator Office will require a reasonable charge for such copies.

INFORMATION REGARDING PLAN SPONSORS

You or your beneficiary may write the Administration Office to find out whether a particular employer or employee organization is a sponsor of any of the Plans and, if the employer and employee organization is a Plan sponsor and the sponsor's address. Upon written request, you may also obtain a list of all sponsors.

OFFICIAL PLAN DOCUMENT

These summaries describe the major provisions of the Plan. In the event of any inconsistency between these summaries and the Plan provisions in the official Plan documents, the official Plan documents will govern.