LABORERS PENSION TRUST FUND

OF NORTHERN

NEVADA

SUMMARY PLAN DESCRIPTION

2013 Edition

LABORERS PENSION TRUST FUND OF NORTHERN NEVADA

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To All Covered Employees:

This new booklet was written and designed to provide you with an up-to-date summary of the current Pension Plan. Some changes have been made in this new booklet. The most notable changes are:

- Replacement of the lifetime Disability benefit with a temporary Disability benefit;
- A reduction in the Early Retirement Pension benefits that are earned after 2012; and
- Elimination of the actuarial increase on benefits earned after 2012 if you continue to work in Covered Employment after Normal Retirement age.

These and other changes are described more fully in this booklet. Be sure to read this booklet and keep it for future reference. You should also share it with your family, since some of the benefits described may directly affect them.

This booklet summarizes selected Plan provisions and it contains a number of examples that illustrate different features of your Plan. However, your rights as a participant or beneficiary can only be determined by consulting the Plan Document.

If you have any questions, please contact the Fund Office where the staff will be happy to answer them.

Sincerely,

BOARD OF TRUSTEES

LABORERS PENSION TRUST FUND OF NORTHERN NEVADA

SUMMARY PLAN DESCRIPTION

This explanation of the Pension Plan is no more than a brief and very general statement of the most important provisions of the Pension Plan. No general statement such as this can adequately reflect all of the details of the Plan. Nothing in this statement is meant to interpret or extend or change in any way the provisions that are expressed in the Plan itself. The rights of a Participant or Beneficiary can only be determined by consulting the Plan Document. If you would like a copy of the Plan Document, please contact the Fund Office.

Only the full Board of Trustees is authorized to interpret the Plan or benefits described in this booklet. No employer, nor any representative of any employer or union, is authorized to interpret this Plan on behalf of the Board - nor can such person act as an agent of the Board of Trustees.

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HOW YOU BECOME A PARTICIPANT IN THE PLAN

You become a Participant in this Plan on the January 1 or July 1 after you work at least 250 hours during twelve consecutive months in a job category covered by a Collective Bargaining Agreement between Laborers Local No. 169 and your current Employer or a Subscription Agreement (non-bargaining) between your Employer and the Board of Trustees ("Agreement"). The 250-hour requirement may also be satisfied using Hours of Service in Continuous Non-Covered Employment (see page 2 for a definition) with a Contributing Employer.

HOW WORKING TIME COUNTS

The amount of time you work in a job covered by an Agreement counts in several important ways. It determines whether you are eligible for a pension and how much your pension will be. For these purposes, the time you work as a Participant in the Plan is measured in two ways - in **Years of Credited Service and Benefit Units**.

Years of Credited Service and Benefit Units are calculated differently before and after June 1, 1968.

After you become a Participant in the Plan, you receive both Years of Credited Service and Benefit Units during the time your Employer contributes to the Plan with respect to your work and the credit earned is called "Credited Future Service." You may also receive Credited Service and Benefit Units for work performed before June 1, 1968 and this Credited Service is called "Credited Past Service".

In general, Credited Service is used in determining your eligibility for a pension. However, eligibility for a Service Pension (described on page 9) is based on Benefit Units. The actual amount of your pension is calculated on the basis of the Benefit Units you have earned.

Years of Credited Service Before June 1, 1968 (Credited Past Service)

You receive one year of Credited Past Service for each Calendar Year before June 1, 1968 during which you were employed at least 1,000 hours in work of the type, which now requires Contributions to this Pension Plan. If you worked less than 1,000 hours, one quarter of a Year of Credited Past Service is granted for each 250 hours of work in a Calendar Year.

A **Calendar Year** is the 12-month period from January 1 to December 31. This is the annual period used to determine your eligibility to participate, vest and accrue benefits under the Plan.

To determine the number of hours you worked before your Employer began contributing to the Fund, the Board of Trustees uses certain records.

These records include:

- the records or statements of past employers, and
- the records of the Social Security Administration, and
- Union records, and
- the records of the Construction Workers Health and Security Fund, and the Nevada Construction and Industrial Workers Health and Welfare Fund.

Years of Credited Service After May 31, 1968 (Credited Future Service)

After May 31, 1968 you receive Credited Future Service for all Contributory Hours. Contributory Hours means hours in employment for which contributions are required to be made to the Fund. You receive Future Service Credit according to the following schedules:

After May 31, 1968 and Before January 1, 1995

Contributory Hours Worked In Plan Credit Year	Credited Future Service
Less than 250 hours	None
250 to 499 hours	1/4
500 to 749 hours	1/2
750 to 999 hours	3/4
1,000 hours or more	1 Year

After December 31, 1994

Contributory Hours Worked In Plan Credit Year	Credited Future Service
Less than 250 hours	None
250 to 299 hours	1/4
300 to 399 hours	3/10
400 to 499 hours	4/10
500 to 599 hours	5/10
600 to 699 hours	6/10
700 to 799 hours	7/10
800 to 899 hours	8/10
900 to 999 hours	9/10
1,000 hours or more	One Year

Beginning January 1, 1976, you also receive Credited Future Service for work in a job not covered by the Plan if you work for a Contributing Employer and:

- you move directly from a covered job with that Employer to a non-covered job with that Employer, or
- you move directly from a non-covered job with that Employer to a covered job with that Employer.

This is referred to as "Continuous Non-Covered Employment."

How You Earn Benefit Units

The amount of your pension will be based on the number of Benefit Units you earn before you Retire (Page 17 discusses what it takes to be considered Retired). Benefit Units are granted for all work for which Employers contribute, or are required by an Agreement to contribute, to the Pension Fund.

Benefit Units are earned differently than Years of Credited Service. The different ways of earning Benefit Units are explained in the following sections.

Benefit Units Before June 1, 1968

If you earn one year of Credited Past Service, you also earned one Benefit Unit. If you earned a portion of a year of Credited Past Service, you earned a portion of a Benefit Unit.

Benefit Units After May 31, 1968

During the period after your first Contributory Hour you earn Benefit Units for all hours for which your Employer is required to contribute on your behalf according to the following schedules:

After May 31, 1968 and Before January 1, 1995

Contributory Hours Worked In a Calendar Year	Benefit Units
Less than 250 hours	None
250 to 499 hours	1/4
500 to 749 hours	1/2
750 to 999 hours	3/4
1,000 to 1,249 hours	One
1,250 to 1,499 hours	1-1/4
1,500 to 1,599 hours	1-1/2
1,600 to 1,699 hours	1-6/10
1,700 to 1,799 hours	1-7/10
1,800 to 1,899 hours	1-8/10
1,900 to 1,999 hours	1-9/10
2,000 to 2,099 hours	Two
2,100 or more	[1]

[1] 1/10 of a Benefit Unit is earned for each additional 100 hours worked in excess of 2,000 hours.

After December 31, 1994

Contributory Hours Worked In a Calendar Year	Benefit Units
Less than 250 hours	None
250 to 299· hours	1/4
300 to 399 hours	3/10
400 to 499 hours	4/10
500 to 599 hours	5/10
600 to 699 hours	6/10
700 to 799 hours	7/10
800 to 899 hours	8/10
900 to 999. hours	9/10
1,000 to 1,099 hours	One Year
1,100 hours or more	[1]

Credit for Disability and Military Service After May 31, 1968

If you are unable to work in Covered Employment due to a medical disability or due to certain military service in the Armed Forces of the United States, you will receive credit toward the accumulation of Credited Future Service and Benefit Units as follows:

1. At the rate of 40 hours per week if you are absent from Covered Employment due to a disability for which Worker's Compensation Temporary Disability Benefits are received. For each distinct and separate disability, no more than two years can be credited.

2. At the rate of 40 hours per week for a non-occupational disability which continued for at least 14 days. No more than one-half year can be credited for each non-job related disability.

3. At a rate based on the average number of hours you work in Covered Employment in a week during the 12-month period immediately preceding your Qualified Military Service, but not less than 40 hours per week. Qualified Military Service is a Participant's qualified military or other Uniformed service period under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). You are eligible for this service provided you have reemployment rights under USERRA, you had not incurred a one-year Break-in-Service at the time you entered military service, and you return to Covered Employment from such service on or after December 12, 1994 and within the timeframe required by USERRA. Unless required by law, no more than five years of Qualified Military Service will be granted for any purpose.

You are in Covered Employment if your time worked contributions are made to the Plan pursuant to the provisions of an Agreement.

[1] 1/10 of a Benefit Unit is earned for each additional 100 hours worked in excess of 1,000 hours. The number of Benefit Units a Participant can accrue in a Calendar Year is unlimited.

CAN YOU LOSE YOUR CREDITED SERVICE AND BENEFIT UNITS?

You cannot lose your Years of Credited Service and Benefit Units once you have attained vested status, (see "How you Achieve Vested Status). However, you may permanently lose your Years of Credited Service and Benefit Units if you are not vested and you do not work the required number of hours in a covered job for a certain number of years, thus incurring a Break in Service. A Break in Service (temporary or permanent) is determined by the Break in Service rule in effect at the time your Break occurs, as explained below.

Breaks in Service

Before January 1, 1976

You lost your Years of Credited Service and Benefit Units and incurred a Permanent Break in Service if you were not vested and did not earn at least one-quarter of Credited Future Service in a period of two consecutive Calendar Years.

However, your cancelled Years of Credited Service and Benefit Units may be reinstated if you subsequently return to Covered Employment and earn 10 Years of Credited Future Service without a Permanent Break in Service.

After December 31, 1975 and before January 1, 1985

A *One-Year* Break in Service occurs if you do not work a minimum of 250 hours in Covered Employment in a Calendar Year. A Break in Service becomes *permanent* if the number of consecutive One-Year Breaks in Service is equal to or greater than your full Years of Credited Service previously accumulated.

After December 31, 1984

On or after January 1, 1985, a Break in Service becomes permanent only if the number of your consecutive One-Year Breaks in Service equals or exceeds five years, or if greater, the number of full Years of Credited Service as shown in the following example.

Year	Employee Works	Total Years of Credited Service	Break in Service Years
1	1,400 Hours	1	0
2	1,500 Hours	2	0
3	1,100 Hours	3	0
4	1,300 Hours	4	0
5	100 Hours	4	1 (Temporary)
6	0 Hours	4	2 (Temporary)
7	125 Hours	4	3 (Temporary)
8	0 Hours	4	4 (Temporary)
9	190 Hours	0	5 (Permanent)

The Employee in the above example has a Permanent Break in Service at the close of the ninth year because the number of consecutive Break in Service Years equal or exceeds five years.

IMPORTANT: A One-Year Break in Service can be repaired so long as the Break in Service is not permanent. All previous Breaks-in-Service years are disregarded after a Calendar Year in which an employee has sufficient hours of work in Covered Employment and/or Continuous Non-Covered Employment to earn the required minimum Credited Service, provided there was no Permanent Break in Service.

Break in Service years are not added together unless they come one right after the other without interruption, by years of less than 250 hours of work in Covered Employment or Continuous Non-Covered Employment for a Contributing Employer.

Grace Periods

A grace period is a time period, which is to be disregarded in determining whether you have worked sufficient hours in Covered Employment to prevent a Permanent Break in Service. A grace period does not add to your Credited Service. Grace periods are as follows:

- Before January 1, 1976, you were allowed a grace period for the period of time you were employed in a supervisory position for a contributing employer or periods of service in the Armed Forces of the United States. You also were allowed a grace period, up to two years, if you were unable to work in covered employment due to disability.

- After January 1, 1985, you are allowed a grace period for a maximum of 501 Hours of Service due to parental responsibilities related to the birth or adoption of a child.

In order to secure a grace period, you must give written notice to the Board of Trustees with written evidence for their review.

HOW YOU ACHIEVE VESTED STATUS

The Plan is designed to provide benefits that begin on your Normal Retirement Date if you are Vested when you stop working. You may chose to begin receiving other benefits before Normal Retirement Date if you are eligible (see "When you are eligible for a pension and how much you will receive" section below).

You have achieved Vested status if:

- Between June 1, 1968 and July 1, 1973, you attained age 50 and accumulated at least fifteen Years of Credited Past and Future Service or attained age 55 and had accumulated at least ten Years of Credited Past and Future Service, without a Permanent Break in Service; or

- On or after July 1, 1973, you accumulated at least 10 Years of Credited Past and Future Service without a Permanent Break in Service. However, you only need 5 years of Credited Past and Future Service, if you are *not* covered by a Collective Bargaining Agreement and earn at least one Hour of Service after May 31, 1989; or

- On or after January 1, 1999, you have at least one or more Hours of Service after December 31, 1998 and you have accumulated *5* Years of Credited Past and Future Service without a Permanent Break In Service; or

- You attain Normal Retirement Age (age 65, or if later, the age of your fifth anniversary of participation in the Pension Plan).

If you are not Vested in the Plan when you stop working, you will not be entitled to any benefits from the Plan unless you rejoin the Plan, meet the requirements described in the "Can You Lose Your Credited Service And Benefit Units?" section and meet the requirements above.

If you never Vest under the rules of the Plan, neither you, nor your spouse or designated beneficiary(ies) will be entitled to any benefits. Neither you nor your employer is entitled to a return of contributions made to the Plan nor any interest thereon.

WHEN YOU ARE ELIGIBLE FOR A PENSION AND HOW MUCH YOU WILL RECEIVE

This section describes the types of pensions and the service, age and other requirements for each form of pension. The amount of your monthly pension payments will vary with each type of pension according to a number of factors, including when your Credited Service or Benefit Units were earned, when you apply for a pension, and the options you select. Information concerning the amount and duration of payments can be found in this section as well as in the section entitled "Pension Payment Methods".

Note: You must Retire to receive a pension. Page 17 discusses what it takes to be considered Retired. The

Fund Office can assist you with your questions regarding your eligibility and explain various factors, which should be considered when you are ready to Retire.

Regular Pension

Eligibility
You are eligible to receive a Regular Pension when:

- You have attained age 63 and are Vested (as described above) and have earned one Year of Credited Future Service; or

- You have reached your Normal Retirement Age (age 65, or if later, the age of your fifth anniversary of participation in the Pension Plan).

Regular Pension Amount
The monthly amount of a Regular Pension effective on or after January 1, 2006, is equal to $57 for each Benefit Unit earned after the most recent separation from Covered Employment.

EXAMPLE: ·

Joe is retiring on a Regular Pension effective January 1, 2013. He has earned a total of 30 Benefit Units prior to his retirement. Joe's benefit would be determined as follows:

30 Benefit Units x $57 = $1,710.00

Total Regular Pension = $1,710.00

NOTE: The Regular Pension amount can be affected by a Separation from Covered Employment. If you have incurred a Separation(s) from Covered Employment, the value of each Benefit Unit earned prior to such Separation(s) shall be the amount in effect at the time of the Separation(s). In general, a Participant will be deemed separated from covered employment at the end of any two consecutive calendar year periods during which he or she does not work at least 250 Contributory Hours in at least one of the two years.

Early Retirement Pension

Eligibility
You are eligible to receive an Early Retirement Pension when:

- You are at least age 55, but have not attained age 63; and

- You have at least 10 Years of Credited Service, without a Permanent Break in Service; and

- You are not receiving a Service Pension from a Related Plan; and

- You have earned one year of Credited Future Service.

Payment of your Early Retirement Pension can begin anytime between ages 55 and 63. However, if you perform Non-Covered Employment after February 1, 2012, then the receipt of your Service Pension will be delayed six months (but not later than Normal Retirement Age) for every calendar quarter in which you worked eight hours or more in Non-Covered Employment.

For this purpose, “Non-Covered Employment” means employment in the Building and Construction Industry that is not covered by a Collective Bargaining Agreement with the Laborers International Union of North America or one of its local unions or other agreement with the Laborers International Union of North America or one of its local unions.

Early Retirement Pension Amount
The amount of your Early Retirement Pension is reduced from the amount of the Regular Pension because you are younger when your pension begins and you will be paid a pension for a longer period of time.

The amount of the Early Retirement Pension is calculated as described below:

- The first step is to determine the amount of the Regular Pension you would receive if you were Regular Retirement Age when your pension starts.

- This amount is then reduced by ½ of 1% for each month you are younger than age 63.

However, this amount cannot be less than the amount of your Regular Pension benefits earned as of December 31, 2012 reduced by ¼ of 1% for each of the first 36 months that your Early Retirement Age precedes age 63 and further reduced by ½ of 1% for each month in excess of the first 36 months.

Here is how it works:

- Joe is retiring on an Early Retirement Pension at age 58 on January 1, 2016.

- If he were age 63, his benefit would be $1,710.00 a month. Since he is 60 months younger than age 63, his reduction is ½% (or .005) for each month between age 58 and 63. The reduction is therefore 30% (0.005 multiplied by 60) of $1,710.00 or $513.00, which is subtracted from the $1,710.00; resulting in an Early Retirement Pension amount of $1,197.00.

- Also, Joe's Regular Pension for benefits earned as of December 31, 2012 is $1,368.00. His reduction for this amount is ¼ % (or 0.0025) for each month between age 60 and 63 (first 36 months before age 63), plus ½ % (or 0.005) for each month between age 58 and 60 (the 24 months in excess of the first 36 months). The reduction is therefore 21% (0.0025 multiplied by 36 plus 0.005 multiplied by 24) of $1,368.00 or $287.28 which is subtracted from the $1,368, resulting in an amount of $1,080.72.

- Since $1,080.72 is less than the Early Retirement Pension amount of $1,197.00 the Early Retirement Pension stays at $1,197.00

Service Pension

Eligibility
You are eligible to receive a Service Pension when:

- You are at least age 55; but have not yet attained Regular Retirement Age; and

- You have at least 25 Benefit Units under this Plan without a Permanent Break in Service, excluding: prior to January 1, 1976 any Benefit Units earned in a Calendar Year in excess of one; on or after January 1, 1976 any Benefit Units earned in a Calendar Year in excess of one and ½; and

- You did not previously receive an Early Retirement Pension.

If you perform Non-Covered Employment after February 1, 2012, then the receipt of your Service Pension will be delayed six months for every calendar quarter in which you worked eight hours or more in Non-Covered Employment. "Non-Covered Employment" is described on page 8, above.

Service Pension Amount
The amount of the Service Pension is determined in the same manner as the Regular Pension amount.

Disability Benefit

Eligibility
If you become "totally disabled", you are eligible for a Disability Benefit if:

- You have not reached age 63; and

- You have at least five Years of Credited Service (without a Permanent Break in Service) with at least one or more Hours of Service after December 31, 1998 (excluding non-Covered Employment); or

- You have at least ten years of Credited Service (without a Permanent Break in Service); and

- As a result of work in Covered Employment, you have earned at least ¼ of a Year of Credited Service in at least one of the two consecutive Calendar Years prior to the Calendar Year in which you become totally disabled; and

- You have earned at least one year of Future Service Credit.

Total Disability
You are considered "totally disabled" upon determination by the Social Security Administration that you meet the requirements for a Social Security Disability Benefit. Proof of total disability may be shown by submitting a copy of your Social Security Disability Award, or a letter from the Social Security Administration that states you have been awarded a Social Security Disability Benefit and notes the effective date of such benefit.

At any time, the Board of Trustees may ask for proof that you continue to qualify for these benefits.

Disability Benefit Amount
The amount of the Disability Benefit is determined in the same manner as the Regular Pension amount except no benefit form options are available.

Payment of your Disability Benefit begins after you have been disabled for five full calendar months, if you file an application for pension benefits and the notice of entitlement to a Social Security Disability Benefit with the Fund Office within 60 days after the date shown in the notice. Otherwise, payments will not begin until the first of the month after you file an application with the Fund Office.

You should file an application for a Disability Benefit with the Fund Office when you apply for your Social Security Disability Benefit to make sure that Plan benefits become payable as soon as possible.

Disability Benefit payments shall cease the earliest of:

1. Receipt of 60 payments;

2. The date of death of the disabled Participant;

3. The date the Participant is no longer Totally Disabled;

4. The date the Participant is no longer Retired; or

5. The date the Participant elects a Regular Pension or Early Retirement Pension.

If you are receiving an Early Retirement Pension and become "totally disabled", you may elect to receive a Disability Benefit instead provided that you meet all the eligibility requirements for a Disability Benefit.

Recovery of a participant receiving a Disability Benefit before Regular Retirement Age
Within the 60 month payment period of the Disability Benefit, if you learn that your Social Security Disability benefits are being stopped, you must write to the Fund Office within 21 days of learning of such event. Your Disability Benefit will terminate upon the effective date of your loss of entitlement to the Social Security Disability Benefit.

If you fail to provide a timely written notice and wish to Retire (page 17 discusses what it takes to be considered Retired), you will not be eligible for benefits for a period of at least 6 months following your new retirement date. In addition, if you continue to receive disability within the 60 month payment period, your Pension benefits will be further delayed to recover any such payments.

Reciprocal Pension

If you have worked under this Plan and other pension plans related to it through a Reciprocal Agreement, you may be entitled to a Reciprocal Pension. A Reciprocal Pension is provided for those who may not be eligible for benefits under any one pension plan or would receive less than the full benefit amount because their working time was divided between two or more plans.

You may be eligible for a Reciprocal Pension if:

- You would be entitled to a pension if your combined Credited Service (service earned under this Plan added to service earned under a Related Plan) were treated as Northern Nevada Credited Service;

- You have met the age requirements for the type of pension you are applying for under each applicable Related Plan. (If applying for a Disability Benefit, you are sufficiently disabled to meet each applicable Related Plans' definition of total disability.); and

- You have <u>not</u> independently qualified for a Service Pension from a Related Plan.

Related Hours will be taken into account when determining whether or not you have incurred a Permanent Break in Service or Separation from Covered Employment.

Credit earned under Related Plans cannot be used to qualify for a Service Pension.

If you want to find out if your service under other plans can be applied to this Plan under the Reciprocal Agreement, please contact the Fund Office.

Reciprocal Pension Amount
The amount of the Reciprocal Pension is determined in the same way as the Regular Retirement, Early Retirement or Disability Benefit is determined.

Only Benefit Units earned under this Plan are used to determine the amount of a Reciprocal Pension payable from this Plan.

The other Related Plans have adopted similar provisions for reciprocal pensions wherein the Years of Credited Service earned under this Plan can be used toward eligibility for a reciprocal pension under those plans. As a result, the other Related Plans will pay reciprocal pension benefits based on your service with each plan at the level of benefits available under those plans. Your total pension is the sum of all the reciprocal pensions.

PAYMENT METHODS AT RETIREMENT

When you Retire, you will be asked to choose the way you want your pension to be paid. Page 17 discusses what it takes to be considered Retired. The forms of payment available to you are described in this section.

Husband-and-Wife Pension

If you are married when you Retire, you will **automatically** receive a Husband-and-Wife pension unless you and your Spouse reject this form of payment, in writing, prior to pension payments beginning.

Under this form of payment, you will receive a fixed monthly amount for your lifetime and after your death, your Spouse will receive 50% of the amount you were receiving for the rest of your Spouse's life. The amount of the Husband-and-Wife Pension you receive will be reduced to take into account your expected life span as well as that of your Spouse.

For Example: Assume that you are retiring on a Regular, Early Retirement, or Service Pension, your monthly benefit is $1,200.00 and your Spouse is:

	Monthly Benefit to Pensioner	Monthly Benefit to Spouse after death of Pensioner
10 years younger	$1,032.00	$516.00
5 years younger	$1,056.00	$528.00
Same age	$1,080.00	$540.00
5 years older	$1,104.00	$552.00
10 years older	$1,128.00	$564.00

Some Important Facts Concerning The Husband-and-Wife Pension

- The Husband-and-Wife Pension protects only the Spouse married to you on your Annuity Starting Date. If you divorce and remarry after your Annuity Starting Date, your new Spouse will not be entitled to any benefits under the Husband-and-Wife Pension.

- In order for your Spouse to receive the Husband-and-Wife Pension benefits, you and your Spouse must have been legally married to each other on your Annuity Starting Date and for at least one year ending on or before your death.

- After payments begin the Husband-and-Wife Pension cannot be cancelled or increased because you and your Spouse are divorced or your Spouse predeceases you. (An exception to this is the Single Life Reversion optional benefit described on page 14.)

- In order to reject the Husband-and-Wife Pension, both you and your Spouse must sign waiver forms provided by the Fund Office. The signatures must be witnessed by a Notary Public. A rejection of the Husband-and-Wife Pension is effective only if given within 90 days of the Annuity Starting Date.

- If you are vested and die before reaching age *55,* your surviving Spouse will have the choice of receiving his or her Surviving Spouse Pension (a) the month following your death or (b) beginning the month after you would have become eligible for a pension benefit under the Plan had you lived.

- If your spouse requests payment of benefits prior to your attainment of age *55,* the monthly payment will be further reduced to reflect payment over a longer period.

- The rights of a former Spouse as outlined in a "Qualified Domestic Relations Order" may reduce or eliminate benefits due to your current Spouse.

Pensioner's 60-Month Guaranteed Pension

If you are single when you Retire (page 17 discusses what it takes to be considered Retired), or married and you and your Spouse reject the Husband-and-Wife Pension, you will receive monthly pension payments guaranteed for 60 months. Of course, benefits are paid to you for your lifetime, but if you die before 60 monthly pension benefits have been paid, the monthly payments will continue to your named Beneficiary until a total of 60 payments have been made.

For example: If your pension begins January 1, 2013, and you die in June, 2015 (30 months later), your Beneficiary would receive payments under this method through the remaining guaranteed period, December, 2017 (30 months).

OPTIONAL PAYMENT METHODS AT RETIREMENT

In lieu of the automatic methods of payment, you may elect to receive one of the following payment options:

75% or 100% Contingent Pensioner Option

These options are similar to the Husband-and-Wife Option described on page 12, except under these forms of payment, you will receive a reduced amount for your lifetime and after your death, your Spouse will receive 75% or 100% (whichever you elect) of the amount you were receiving for the rest of your Spouse's life.

The amount of the Husband-and-Wife Pension you receive will be reduced to take into account your expected life span as well as that of your Spouse. The amount of the reduction is based on the difference in the ages of you and your spouse.

Note: A Single Life Reversion option as described below may also be requested for either of the above options.

Single Life Reversion Husband-and-Wife Pension

If you are married upon retirement, you and your Spouse may choose the Single Life Reversion option. Under this form of payment, you will receive a reduced monthly pension for your lifetime, and after your death your Spouse will receive 50% (or, alternatively, 75% or 100% if you should elect) of your monthly benefit for the rest of your Spouse's life. However, should your Spouse predecease you, your monthly benefit will be increased to the amount you would have received if the Husband-and-Wife Pension had not been chosen.

The amount of the Single Life Reversion option you receive will be reduced to take into account you and your Spouse's expected life span as well as the cost of the Reversion feature. The amount of reduction is based on the difference in the ages of you and your Spouse and shall be determined as follows:

For Example*: Assume that you are retiring with a Regular Pension and your monthly benefit is $1,200.00 and your Spouse is:

	Monthly Benefit to Pensioner	**Monthly Benefit to Spouse if Pensioner Dies First**	**Monthly Benefit to Pensioner if Spouse Dies First**
10 years younger	$1,014.00	$507.00	$1,200.00
5 years younger	$1,038.00	$519.00	$1,200.00
Same Age	$1,062.00	$531.00	$1,200.00
5 years older	$1,086.00	$543.00	$1,200.00
10 years older	$1,110.00	$555.00	$1,200.00

* 50% Option assumed.

OTHER SURVIVOR BENEFITS

Surviving Spouse Pension

If you are married, a Surviving Spouse Pension protects your Spouse if you should die after you become vested or are receiving a disability benefit but prior to receiving a pension benefit, provided you have been married for at least one year prior to your death. The Surviving Spouse Pension is payable for your Spouse's lifetime.

If you die *after* becoming eligible for any benefit under the Plan, your surviving Spouse will receive 50% of your earned retirement benefit adjusted as though you had Retired on the day before your death and had elected the Husband-and-Wife Pension. Benefits to your Spouse will begin on the first of the month following the month in which you died.

If you die *before* becoming eligible for any benefit under the Plan, your Surviving Spouse will have the choice of receiving his or her Surviving Spouse Pension (a) the month following your death or (b) the month following the date when you would have become eligible for a pension benefit under the Plan had you lived.

If the Surviving Spouse pension is deferred until the month following the month you would have become eligible for a pension benefit under the Plan, the amount payable to your Surviving Spouse will be determined as if you had left Covered Employment on the day before your death and had elected the Husband-and-Wife Pension on the last day of the month in which you would have become eligible for a pension benefit under the Plan. If you had not become eligible for a pension benefit under the Plan at the time you die and if the Surviving Spouse Pension is paid the month following your death, the amount of the pension will be adjusted to reflect the fact that benefits will be paid over a longer period of time.

Your Spouse may elect in writing to postpone the starting date of the Surviving Spouse Pension to anytime after the day your Spouse becomes entitled to receive the pension, but no later than December 1 of the calendar year in which you would have reached age 70-½ or, if later, December 1 of the calendar year following your death. If your Spouse elects to postpone the starting date of the pension, your Spouse will receive 50% of the amount determined in accordance with the terms of the Plan in effect when you last worked in Covered Employment and as if you had Retired on a Husband-and-Wife Pension and died the day before your Spouse's benefit were to start. **The Surviving Spouse Pension is payable for your Spouse's lifetime.**

Spousal Pre-Retirement Death Benefit

A death benefit is payable to your Surviving Spouse for 36 monthly payments if, at the time of your death:

- You have actually worked at least 250 Contributory Hours in either of the two consecutive Calendar Years prior to the Calendar Year in which you die, or you die while in Qualified Military Service (see page 4) and actually worked at least 250 Contributory Hours in either of the two consecutive Calendar Years prior to the Calendar Year in which you entered into military service; and

- You accumulated at least *5* Years of Credited Service (without a Permanent Break in Service) with at least one or more Hours of Service after December 31, 1998; or

- You accumulated at least 10 Years of Credited Service (without a Permanent Break in Service); and

- Your Surviving Spouse elects the death benefit in lieu of the Surviving Spouse Pension.

Pre-Retirement Lump Sum Death Benefit

A lump sum death benefit is payable to your Beneficiary if, at the time of your death on or after January 1, 1995:

- You have worked at least 250 Contributory Hours in one of two consecutive Calendar years prior to the Calendar year of your death; and

- You are not eligible for any other death benefit.

Your beneficiary will receive $250.00 for each Benefit Unit earned prior to your death or, $1,000 per Benefit Unit if you are not married and Vested (as follows):

- You accumulated at least 5 Years of Credited Service (without a Permanent Break in Service) with at least one or more Hours of Service after December 31, 1998; or

- You accumulated at least 10 Years of Credited Service (without a Permanent Break in Service).

If you are married and **you have waived the Surviving Spouse Pension** (described above) with the consent of your Spouse, this death benefit can also be paid to a Beneficiary who is not your Spouse.

Spouse's Choice of Pre-Retirement Death Benefits

If at the time of your death, your surviving Spouse is eligible for both a Surviving Spouse Pension and the Spousal Pre-Retirement Death Benefit, he or she may elect to receive either form of benefit he or she prefers.

Naming a Beneficiary

You may designate anyone as Beneficiary to receive any payments due upon your death by completing a Beneficiary Designation card from the Fund Office. If you are married and elect a Beneficiary other than your Spouse, your Spouse must consent to such designation before a Notary Public. (Designating a beneficiary other than your spouse is void if your spouse has not consented to such a designation before a Notary Public.) If a Beneficiary is not named, or if the named Beneficiary dies before receiving full payment of the benefits due under the Plan, the remaining payments will be payable to your surviving Spouse, if living. If there is no Spouse or your Spouse later dies, payment shall be made to any other person who is wholly dependent on you at the time of your death. If there is more than one person who was so dependent, payment will be divided equally among such dependents. If there is no individual wholly dependent on you, no further benefits are payable.

IMPORTANT: You should be sure that you have a Beneficiary Designation Card on file with the Fund Office and that it is up to date. You may obtain a Beneficiary Card from the Fund Office.

LUMP SUM PAYMENT IN LIEU OF MONTHLY BENEFIT

If, at the time a monthly benefit becomes payable to you or your surviving Spouse, the actuarial present value of your monthly benefits is $5,000 or less, the Board will pay you or your surviving Spouse a lump sum amount equal to the actuarial present value in lieu of the monthly benefit otherwise payable.

RETIREMENT, WORKING AFTER RETIREMENT AND SUSPENSION OF BENEFITS

Retirement, Retiree or Retired

In order to receive monthly pension payments from this Plan, you must be Retired and not work during any calendar month in the type of employment described below:

Before Normal Retirement Age (Age 65, or if later, the age of your fifth anniversary of participation in the Pension Plan)
To be considered Retired before Normal Retirement Age, you must complete a Pension Application and declare under penalty of perjury that you have withdrawn completely and refrained from any employment for wages or profit anywhere in the Building and Construction Industry.

Building and Construction Industry is defined as:

All Building, heavy, highway, industrial, engineering, and/or any other type of construction, including, without limitation: all construction, erection, alteration, repair, modification, demolition, addition, maintenance, improvement, and/or any other operation incidental thereto performed by any Contributing or Non-Contributing Employer, including self employment.
Building and Construction includes: mine work and/or related trucking when performed by an Employer engaged in the Building and Construction Industry and manufacturing of products used primarily in the Building and Construction Industry.

After Normal Retirement Age (age 65, or if later, the age of your fifth anniversary of participation in the Pension Plan) and Before your Required Beginning Date
To be considered Retired after Normal Retirement Age (and before your Required Beginning Date), you must complete a Pension Application and declare under penalty of perjury that you have refrained from employment of 40 hours or more during any calendar month:

- in the geographical jurisdiction covered by the Plan; and
- in an industry which requires the type of work and skills employed by Employees covered under this Plan at the time your pension began.

After the Required Beginning Date
Beginning with the April 1 immediately following the calendar year in which you attain your Required Beginning Date (Age 70-½) or the calendar year in which you stop working in Covered Employment, the Fund must begin payment of your pension benefit, if you so elect. There will no longer be any restrictions on the type, duration or location of the work you may perform before benefits are suspended.

Working After Retirement/Suspension of Payments

If you decide to work in the type of job described in the "Retirement" section on page 17 ("prohibited employment"), you must notify the Fund Office.

Steps to Notify the Fund Office of Prohibited Employment are as follows:

1. Prior to engaging in prohibited employment, you should contact the Fund Office in writing to request a determination on whether a particular employment will result in a suspension of pension payments.

A written request for a determination shall be submitted to the Fund Office which shall fully describe:

- **i.** the particular employment;
- **ii.** the duties and skills required and used in the particular employment;
- **iii.** the industry;
- **iv.** the geographic location of the particular employment; and
- **v.** the name and address of the anticipated employer and contact person.

The Plan shall provide the Pensioner with its determination.

If you are under Normal Retirement Age, your pension benefits will be suspended and permanently withheld for an additional three months after you stop working in prohibited employment.

2. Within 31 days of starting any prohibited employment you MUST notify the Fund office in writing.

If you are under Normal Retirement Age, failure to notify the Fund Office will result in an additional suspension of your benefits for 12 months.

3. You MUST notify the Fund Office in writing of when you have stopped engaging in any prohibited employment so that benefits will no longer be suspended. Unless otherwise described above, and provided you provide notice, benefits will resume after the last month for which they were suspended.

Notification of Suspension of Benefits

You shall be informed of any suspension of your benefits by notice given by personal delivery or first class mail during the first calendar month in which your benefits are withheld. Such notice shall include a description of the specific reasons for the suspension, copy of the relevant provisions of the Plan, reference to the applicable regulation of the U.S. Department of Labor, and a statement of the procedure for securing a review of the suspension. In addition, the notice shall describe the procedure for you to notify the Plan when your prohibited employment ends.

If the Plan intends to recover prior overpayments, the suspension notice shall explain the offset procedure and identify the amount expected to be recovered, and the periods of employment to which they relate.

Your Right to a Review of Suspension of Benefits

You shall be entitled to a review of a determination suspending your benefits by written request to the Fund Office within 180 days of the notice of suspension. The same right of review shall apply, under the same terms, to a determination by or on behalf of the Trustees that contemplated employment will be prohibited.

Additional Credits After Return to Covered Employment

Before Normal Retirement Age (Age 65, or if later, the age of your fifth anniversary of participation in the Pension Plan)
If you Retire before Normal Retirement Age and subsequently return to Covered Employment your pension will be withheld for each calendar month during which you are working in prohibited employment. (You are deemed in prohibited employment when you are no longer Retired, as explained on page 17.)

If you earn additional benefits, you will receive additional pension benefits when you again Retire based on the additional benefit you earned while working. At that time you will have two pensions when you once again Retire. Your first pension will be in the same amount and type you were receiving before you returned to work. You will not be entitled to a new election as to the Husband-and-Wife Pension or any optional form of benefit payment provided by the Plan.

Your second pension will have a separate Annuity Starting Date and will be based on the additional benefits you earned while your first pension was suspended. If the value of your second pension is $5,000 or less, you will receive a lump sum payment equal to the value of this pension. If the value is greater than $5,000, you will be offered all the benefit options provided by the Plan.

After Normal Retirement Age (Age 65, or if later, the age of your fifth anniversary of participation in the Pension Plan) (and Before your Required Beginning Date)
If you Retire after Normal Retirement Age and before your Required Beginning Date, your pension payments will be suspended for the months during which you were employed 40 hours or more in prohibited employment. (You are deemed in prohibited employment when you are no longer Retired, as explained on page 17.) If you fail to notify the Fund Office within 31 days, as required, the Trustees will presume that you worked at least 40 hours in that month and each month following, unless and until you cease such employment and provide evidence to the contrary.

If you earn additional benefits, these additional benefits will be payable, when you once again Retire, in the same form as the form of benefit payments you were receiving prior to your return to work. Any additional benefits earned after Normal Retirement Age will be determined as of the end of the Plan Year in which they were earned.

After the Required Beginning Date
After your Required Beginning Date, you will continue to receive your pension payments from this Plan during any period of employment, even if you become employed in the type of work prohibited by the Plan rules.

If you earn additional benefits, your pension will be adjusted at the end of each Plan Credit Year and paid to you on February 1 of the calendar year following the Plan Credit Year in which you earned the additional benefit.

Delayed Retirement

If your Annuity Starting Date is after your Normal Retirement Age and you do not work in prohibited employment in any full calendar month after your Normal Retirement Age and before your Annuity Starting Date, you will be entitled to a pension payment for any such calendar month(s). Payment of such pension benefits will be made in the form of a lump sum payment or as an actuarial increase to the pension benefit payable at your Annuity Starting Date. However, Actuarial increases will no longer be payable on any benefits earned after December 31, 2012. You will be given a choice of the way you want this pension benefit paid at the time you Retire.
Note: Continuing in Covered Employment beyond Normal Retirement Age without retiring is not considered prohibited employment.

APPLICATIONS, IRC SECTION 415 BENEFIT LIMITATIONS & FEDERAL INCOME TAX WITHHOLDING

How to Apply for Benefits

To apply for your pension, you must request an application from the Fund Office. The application with instructions for completing will be provided. Be sure to send the application, and any other documents needed (such as proof of age for yourself and your Spouse and proof of marriage) to the Fund Office so that it arrives before the month in which your benefit payments are due to begin.

If you are applying for a Disability Benefit, you must submit proof that you have been awarded a Social Security Disability Benefit. You should indicate on your pension application whether you have applied for a Social Security Disability Benefit. If you get a Social Security Disability Benefit, you should send the notice of entitlement to the Fund Office within 60 days after you receive it, in order to have your Disability Benefit begin as early as possible.

Internal Revenue Code (IRC) Section 415 Benefit Limitations

IRC Section 415 limits the amount of benefits that can be paid from pension plans. Your pension benefit can be no more than a fixed amount set by the government, adjusted for each year you are younger or older than the Social Security Retirement Age at retirement.

The above amount is further reduced if you elect to receive a pension with a five-year guarantee option.

These limitations apply to the total benefits of all pension plans you participate in with the same employer with some exceptions. These limitations will be adjusted annually for changes in the cost of living.

These benefit limitations are most likely to affect you if you Retire on a Service Pension at an early age and are receiving pensions from multiple sources on behalf of contributions from the same Employer.

Federal Income Tax Withholding

Federal income taxes will automatically be withheld from any benefits paid by the Plan which exceed the limits established by the Internal Revenue Service unless you elect not to have income taxes withheld. You will be given complete information and the opportunity to elect or reject withholding when you apply for benefits.

Federal law requires that if you or your Spouse are receiving certain types of benefits from the Plan, 20% must be withheld for income tax purposes. These types of benefits are certain lump sum payments, installment payments over a period of less than 10 years, and certain death benefit payouts. However, these types of benefits are also eligible for a "rollover" into an IRA or other tax exempt retirement plan. If you roll over your benefits, withholding is not mandatory. You will be given complete information when you apply for benefits and the opportunity to elect or reject rollover treatment if your benefit is subject to mandatory 20% withholding.

SOME QUESTIONS AND ANSWERS

WHO ADMINISTERS THE PLAN?
A Board of Trustees consisting of an equal number of Employee and Employer representatives, in accordance with the law.

WHO IS COVERED BY THE PLAN?
Only Employees of Contributing Employers who work under Collective Bargaining or Subscription (Non-Bargaining) Agreements between the Employer and the Local Union or the Board, respectively. Employees of the Local Union are covered by the Plan.

DO THE PENSION BENEFITS PROVIDED BY THE PLAN AFFECT SOCIAL SECURITY BENEFITS IN ANY WAY?
No. The benefits payable under this Plan are in addition to benefits paid under Social Security.

MAY PENSION BENEFITS BE ASSIGNED?
No, except to the extent provided in a qualified domestic relations order resulting from marriage dissolution proceedings.

ARE PLAN DOCUMENTS AVAILABLE TO PARTICIPANTS AND BENEFICIARIES?
Yes. Copies of the Trust Agreement, Pension Plan Document (and subsequent amendments) as well as other materials are available for inspection at the Fund Office during regular business hours and upon written request will be furnished by mail.

In addition, copies of the Collective Bargaining Agreements and a full annual report (Form 5500) are available for inspection at the Fund Office during regular business hours and upon written request will be furnished by mail upon payment of reasonable charges. You should therefore find out what that charge will be before writing and asking for copies of these documents.

INFORMATION REQUIRED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

1. The Plan is administered and maintained by the Joint Board of Trustees at the following address:

   Laborers Pension Trust Fund of Northern Nevada
   445 Apple Street, Suite 109
   Reno, Nevada 89502

   The Employer Identification Number (EIN) issued to the Board of Trustees by the Internal Revenue Service is 88-0138600.

   The Plan Number is 001.

2. The Plan is a defined benefit pension plan. For those members eligible for benefits under the Laborers Pension Trust Fund of Northern Nevada, a defined benefit is payable upon retirement.

3. The person designated as agent for service of legal process is the “Fund Manager” located at:

   Benefit Plan Administrators, Inc.
   Laborers Pension Trust Fund of Northern Nevada
   445 Apple Street, Suite 109
   Reno, Nevada 89502

   Service of legal process may be made upon the Board of Trustees or a Plan Trustee.

   If you have questions please contact the Fund Manager at the address above or call 775-826-7200

4. The Board of Trustees is the Plan Administrator. This means that the Board of Trustees is responsible for seeing that information regarding the Plan is reported to government agencies and disclosed to Plan participants and beneficiaries in accordance with the requirements of the Employee Retirement Income Security Act of 1974.

5. The names and addresses of the Trustees are:

6. The Plan is maintained pursuant to Collective Bargaining Agreements and Subscription Agreements. A copy of these Agreements may be obtained upon written request to the Fund Manager.

7. Contributions to provide Plan benefits are paid by the contributing employers in accordance with their bargaining agreements at fixed rates per hour.

   The Fund Manager will provide you, upon written request, a complete list of sponsors and with information as to whether a particular employer is contributing to this Plan on behalf of Participants working under the Collective Bargaining Agreement or under a Subscription Agreement.

8. The date of the end of the Plan Year is May 31.

9. The Plan's Normal Retirement Age is age 65, or if later, the age of your fifth anniversary of participation in the Pension Plan.

10. Benefits are provided directly from the Fund's assets which are accumulated under the Trust Agreement and held in custody by the corporate co-trustee.

11. Termination Insurance

    Benefits to which you are entitled under the Pension Plan are insured by the U.S. Government's Pension Benefit Guaranty Corporation (PBGC). The insurance guarantees that those benefits will be paid if the Plan should terminate for some reason.

    Generally, the PBGC guarantees most vested normal retirement age benefits, early retirement benefits and certain disability and survivor's pensions. However, PBGC does not guarantee all types of benefits under covered plans, and the amount of protection is subject to certain limitations.

    The PBGC guarantees vested benefits at the level in effect on the date of plan termination. However, if a plan has been in effect less than five years before it terminates, or its 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, a ceiling which is adjusted periodically.

    For more information on the PBGC insurance protection and its limitations, ask your Plan Administrator (Fund Office) or the PBGC. Inquiries to the PBGC should be addressed to Pension Benefit Guaranty Corporation, 1200 K Street, N.W., Washington, D.C. 20005 (202) 326-4000.

12. Statement of Rights Under Employee Retirement Income Security Act of 1974

    As a participant in the Laborers Pension Trust Fund of Northern Nevada you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA) which provides that all Plan participants shall be entitled to:

    Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including Collective Bargaining Agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions. The Fund Office business hours are 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m.

    Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The Trustees are required by law to furnish each participant with a copy of this Summary Annual Report for Plan Years ending through May 31, 2008. Beginning with the plan year ending after May 31, 2008, participants will be provided with an Annual Funding Notice instead of Summary Annual Report.

Obtain a statement telling you whether you have a 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, the 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 every 12 months. The Plan must provide the statement free of charge. The Plan will provide this information to the extent it is able to, based on available records.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who direct the operations or invest the assets of the employee benefit plan. The people who operate your plans, 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 in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension 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 the plan review and reconsider your claim. 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 a 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 may 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 plan, 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 area office of the U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Ave N.W., Washington D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration at (800) 998-7542.

CLAIMS AND APPEAL PROCEDURES

Filing A Claim
Your application for benefits must be made in writing on an application established by the Board of Trustees and must be filed with the Fund Office prior to the payment of any benefits.

Your application will not be considered complete until all the information required by that application is received by the Fund Office.

Your claim will be considered filed when your application is received by the Fund Office, without regard to whether all information necessary to make a benefit determination accompanies your application. If all necessary information does not accompany your application, the Fund Office will notify you, in writing, of:

- The standards on which entitlement to benefits is based;
- The unresolved issues that prevent a decision on the claim; and
- The additional information needed to resolve those issues.

Determining Initial Claim

<u>Benefits Other Than Disability Benefits</u>

The initial determination of benefits will be made within a reasonable period of time but not longer than 90 calendar days after the Fund Office receives your application for benefits and all required information. (If all the required information is not received with your application, the 90 day period for making the initial determination will be suspended during the time you are obtaining the additional information.)

If the Fund Office determines that special circumstances require an extension of time for processing the claim, the Fund Office will notify you, in writing, prior to the expiration of the 90 days of the circumstances requiring the extension of time and the date by which the Plan expects to make a determination. The extension cannot be more than 90 calendar days from the end of the initial 90 day period.

<u>Disability Benefits</u>

The initial determination of benefits will be made within a reasonable period of time but not longer than 45 calendar days after the Fund Office receives your application for benefits and all required information. (If all the required information is not received with your application, the 45 day period for making the initial determination will be suspended during the time you are obtaining the additional information.)

The initial 45 day period may be extended for up to 30 calendar days, to a total of 75 calendar days, if an extension of time is necessary due to matters beyond the Plan's control. The Fund Office will notify you, in writing, prior to the expiration of the initial 45 day period of the circumstances requiring the extension of time and the date by which the Plan expects to make a determination.

If the Plan needs a second extension of time to make a determination due to circumstances beyond its control, you will be notified of an extension of up to 30 calendar days, or a maximum of 105 calendar days after the initial receipt of your application. Before the end of the first 30 day extension period, the Fund Office will notify you, in writing, of the circumstances requiring the extension and will give you the new date by which a determination will be made.

If an application for benefits is not acted on within these time periods, you may proceed to the appeal procedures as if the claim had been denied.

Notice of Claim Denial
If the Plan denies your application for benefits, in whole or in part you will be notified in writing of the determination and be given the opportunity for a full and fair review of the benefit decision. The written notice of denial will include:

- The specific reason(s) for the denial;
- The specific reference to pertinent Plan provision(s) on which the denial is based;
- A description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary;
- A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your rights to bring civil action under 502(a) of ERISA following an adverse benefit determination on review; and
- For a claim for disability benefits, if an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination, a statement that such rule, guideline, protocol or other similar criterion was relied upon and that a copy of that document will be provided to you free of charge upon request.

Right to Appeal
If you apply for benefits and your claim is denied, or if you believe that you did not receive the full amount of benefits to which you are entitled, you have the right to petition the Board of Trustees for reconsideration of its decision. Your petition for reconsideration:

- Must be in writing: and
- Must state in clear and concise terms the reason(s) for your disagreement with the decision of the Board of Trustees; and
- May include documents, records, and other information related to the claim for benefits; and
- Must be filed by you or your authorized representative with the Fund Office within 60 days after you received notice of denial. In the case of a claim for disability benefits under Subsection 6.06.a.(1) of the Plan, your petition for reconsideration must be filed with the Fund Office within 180 days after you received notice of denial. Failure to file an appeal within these time limits will constitute a waiver of your rights to review of the denial of your claim. A late application may be considered if the Board of Trustees finds that the delay in filing was for reasonable causes.

Upon request, you will be provided, free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits; including, in the case of a claim for disability benefits, any statement of policy or guidance with respect to the Plan concerning the denial of such disability benefits, without regard to whether such advice or statement was relied upon in making the benefit determination.

Review of Appeal
A properly filed appeal will be reviewed by the Board of Trustees (or by a committee authorized to act on behalf of the Board of Trustees) at its next regularly scheduled quarterly meeting. However, if the appeal is received within 30 days prior to such meeting, the appeal may be reviewed at the second quarterly meeting following the receipt of your appeal. If special circumstances require an extension of time, the Board of Trustees will render a decision at the third scheduled quarterly meeting following the receipt of your appeal. The Fund Office will notify you, in writing, before the beginning of the extension of the special circumstances and the date that the Board of Trustees will make its decision.

The Board of Trustees will review all submitted comments, documents, records and other information related to your claim, regardless of whether the information was submitted or considered in the initial benefit determination. The Board of Trustees will not give deference to the initial adverse benefit determination.

You will receive written notification of the benefit determination on an appeal no later than 5 *calendar days after the benefit determination is made.*

In the case of an adverse benefit determination on the appeal, the written denial will include the reason(s) for the determination including references to the specific Plan provisions on which the determination is based. The written denial will also include a statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits. The written notification of an adverse benefit determination in regard to disability benefits will also include the specific rule, guideline, protocol or other similar criterion relied upon in making the adverse determination.

The denial of a claim to which the right to review has been waived, or a decision of the Board of Trustees or its designated committee with respect to a petition for review, is final and binding upon all parties, subject only to any civil action you may bring under ERISA. Following issuance of the written decision of the Board of Trustees on an appeal, there is no further right of appeal to the Board of Trustees or right to arbitration.