

**RESTATED DECLARATION OF TRUST  
ALASKA PUBLIC EMPLOYEES ASSOCIATION-AFT  
LEGAL TRUST FUND**

## INDEX

ARTICLE I	NAME.....	2
ARTICLE II	PURPOSE.....	2
ARTICLE III	TRUST PROPERTY.....	2
ARTICLE IV	DEFINITIONS .....	3
ARTICLE V	BOARD OF TRUSTEES .....	5
Section 1.	Number and Appointment of Trustees.....	5
Section 2.	Term of Office .....	6
Section 3.	Resignation .....	6
Section 4.	Termination of Appointment.....	6
Section 5.	Appointment of Successor Trustees .....	6
Section 6.	Return of Books and Records .....	6
Section 7.	Bond of Trustees and Other Fiduciaries.....	7
Section 8.	Compensation of Trustees .....	7
ARTICLE VI	ADMINISTRATION.....	8
Section 1.	Manner of Acting .....	8
Section 2.	Quorum .....	8
Section 3.	Chairperson and Secretary-Treasurer .....	8
Section 4.	Meetings.....	9
Section 5.	Action by Written Vote Without a Meeting.....	9
Section 6.	Authorized Signatures .....	10
ARTICLE VII	POWERS AND DUTIES OF THE TRUSTEES .....	10
Section 1.	Receipt of Contributions and Creation and Administration of Prepaid Legal Services Plan.....	10
Section 2.	Application of Contributions .....	11
Section 3.	Collection of Contributions.....	11
Section 4.	Deposit of Contributions.....	12
Section 5.	Investments.....	12
Section 6.	Creation and Administration of Plan .....	13
Section 7.	Parties Entitled to Participate in Plan, Special Agreements.....	14
Section 8.	Employment of Help.....	15
Section 9.	Compromise of Claims.....	15
Section 10.	Administrative Rules .....	16
Section 11.	Record Keeping and Access to Records, Including Employer Books and Records .....	16
Section 12.	Records and Annual Audit.....	16
Section 13.	Fiscal Year .....	17
Section 14.	Joint Administration.....	17

ARTICLE VIII	LIMITATIONS .....	17
Section 1.	Trustees' Liabilities .....	17
Section 2.	Parties' Liabilities.....	19
Section 3.	Parties' Rights .....	19
Section 4.	Non-Alienability of Benefits .....	19
ARTICLE IX	CLAIMS REVIEW .....	20
Section 1.	Entitlement .....	20
Section 2.	Reviews Procedure.....	20
Section 3.	Hearings Before Board of Trustees.....	20
Section 4.	Non-Alienability of Benefits .....	19
ARTICLE X	MISCELLANEOUS .....	23
Section 1.	Office of Trust .....	23
Section 2.	Application of Federal Law .....	23
Section 3.	Amendments .....	24
Section 4.	Termination and Merger.....	24
Section 5.	Gender and Number .....	25
Section 6.	Severability.....	25
Section 7.	Titles .....	26

**RESTATED DECLARATION OF TRUST  
ALASKA PUBLIC EMPLOYEES ASSOCIATION-AFT  
LEGAL TRUST FUND**

THIS RESTATED AGREEMENT is made and entered into this \_\_\_\_\_ day of January, 2007, by and between the ALASKA PUBLIC EMPLOYEES ASSOCIATION-AFT (hereinafter "APEA-AFT"), and the undersigned individuals (hereinafter collectively referred to as "Trustees");

WHEREAS, APEA-AFT has now and will hereafter enter into collective bargaining agreements with certain employers requiring payments by the employers into a trust fund for the purpose of providing their employees, who are represented by APEA-AFT, with legal services;

WHEREAS, APEA-AFT and the undersigned Trustees desire to maintain a trust fund qualifying under the Employee Retirement Income Security Act of 1974 (ERISA) (in the event such act is deemed to cover this Plan) and the Internal Revenue Code to which employer contributions can be paid and through which a legal services program can be provided; and

WHEREAS, APEA-AFT and the undersigned Trustees also desire that the trust fund so created may allow additional Unions, Employers and groups of employers to participate;

NOW, THEREFORE, in consideration of the premises and in order to continue such trust fund previously created and amended, it is mutually understood and agreed as follows:

**ARTICLE I**

**NAME**

The Trust Fund created by this Trust Agreement shall be known as the APEA-AFT LEGAL TRUST FUND, and the Trustees may hold property, enter into contracts, and in all matters act on behalf of the Trust Fund in that name.

**ARTICLE II**

**PURPOSE**

The purpose of this Trust Fund is to establish a legal entity to which employer contributions can be paid and the Trustees hereunder can create, maintain and administer one or more employee welfare benefit plans with which to provide legal or quasi-legal services, to the extent permitted by law, for the employees, participants and their beneficiaries who are covered by the plans.

**ARTICLE III**

**TRUST PROPERTY**

APEA-AFT has entered into collective bargaining agreements with employers on behalf of certain employees. Under the terms of these agreements, contributions have been and will be paid to the Trust Fund on behalf of these covered employees. These contributions, together with all other funds or other property hereafter transferred and delivered to the Trustees shall constitute the property of the Trust Fund and shall be held, administered and distributed as provided in this Trust Agreement and the terms and provision of the Legal Services Plan adopted by the Trustees.

**ARTICLE IV**  
**DEFINITIONS**

Unless the context or the subject matter otherwise requires, the following definitions shall govern in this Trust Agreement:

1. “Collective Bargaining Agreement” – an agreement between an employer and an Association or Union and any supplement, amendment, contribution or renewal thereof, by the terms of which an Employer is obligated to make contributions to this Trust Fund for the purpose of providing legal services to said Employer’s eligible Employees.
2. “Contributions” – the payments required of an employer by the terms of a collective bargaining agreement for the purpose of providing a legal services program for eligible Employees.
3. “Employees” – any person employed by an Employer and for whom the Employer is obligated to make contributions to this Trust Fund. The term “employee,” however, shall not mean any individual proprietor, partner, or other self-employed person.
4. “Employer” – any individual, proprietor, partnership, joint venture, corporation or government entity, which is a party to a collective bargaining agreement which requires the Employer to make contributions on behalf of covered employees to this Trust Fund.
5. “Trustees” or “Board of Trustees” – the Trustees of this Trust Fund and their successors.
6. “Trust” or “Trust Fund” – the fiduciary arrangement created by this Trust Agreement, and all property and money held by the Trustees, including contract rights and records of the Trustees.

7. “Union” – APEA-AFT and any other lawful labor organization which represents employees in collective bargaining with Employers, which the Trustees may allow to participate in this Trust Fund.

8. “ERISA” – Public Law 93-406, The Employee Retirement Income Security Act of 1974, as amended, and implementing regulations adopted by the various responsible administrative agencies.

9. “Legal Services” – such professional legal or quasi-legal services as are defined in a Plan or Plans formulated and adopted by the Trustees hereunder.

10. “Special Agreement” – a written agreement between the participating Employer and the Trustees, together with all supplements, amendments, continuations or renewals thereof, that obligates the Employer to make contributions to the Trust Fund for the purpose of providing Employee welfare benefits to the eligible employees, participants and their beneficiaries covered by said agreement.

11. “Plan” – any lawful Employee welfare benefit plan created and administered by the Trustees hereunder which defines and explains the benefits available to eligible employees, participants and their beneficiaries as part of a legal services program adopted by the Trustees.

12. “Participant” or “Beneficiary” – means an individual who meets all of the necessary eligibility requirements under the Plan which entitles him to receive legal service benefits.

13. “Agreement” or “Trust Agreement” – means this Restated Declaration of Trust for the APEA-AFT Legal Trust Fund.

## **ARTICLE V**

### **BOARD OF TRUSTEES**

#### Section 1. Number and Appointment of Trustees.

The Fund shall be administered by a Board of Trustees which shall consist of five (5) Trustees—three (3) Trustees shall be members of APEA-AFT in good standing in a participating unit within the region (one from each geographical region – north, southcentral and southeast) who are participating members of the APEA-AFT Legal Trust Fund; the APEA-AFT Business Manager; and one (1) Employer representative who shall be selected by the Legal Trust Fund Trustees of APEA-AFT from among the participating Employers. The Trustees shall be appointed by the Board of Directors of APEA-AFT and such appointment shall be evidenced by an instrument in writing signed by the Business Manager of APEA-AFT. Should any person decline to accept the appointment as Trustee, the Board of Directors of APEA-AFT shall designate a new Trustee. The Trustees appointed shall acknowledge in writing their acceptance of their office and agreement to act under and be subject to all of the terms and conditions of this Restated Trust Agreement. Each Trustee shall also be required to sign the APEA-AFT Legal Trust Code of Ethics when accepting appointment as a Trustee.

#### Section 2. Term of Office.

Each Trustee shall serve for a period of four (4) years, or until termination of his/her appointment by the Board of Directors of APEA-AFT, death or resignation. Trustees may be reappointed to serve additional terms. The terms of the three (3) APEA-AFT Trustees from each region shall be staggered.

**Section 3. Resignation.**

A Trustee may resign at any time by serving written notice of such resignation on the Chairperson and the Secretary-Treasurer of the Board of Trustees and on APEA-AFT.

**Section 4. Termination of Appointment.**

The appointment of any Trustee may be terminated at any time for cause, which includes but is not limited to any violation of law, policy, or the terms and provisions of this Restated Trust Agreement, and such termination shall be evidenced by an instrument in writing signed by the Business Manager of APEA-AFT and served on the Trustee, the Chairperson and Secretary-Treasurer of the Board of Trustees and APEA-AFT.

**Section 5. Appointment of Successor Trustees.**

If any Trustee dies, resigns or has his appointment terminated, a successor Trustee shall be appointed forthwith, in accordance with the procedure specified in Section 1 above, who shall complete the remaining term of the departing Trustee.

**Section 6. Return of Books and Records.**

Any Trustee who resigns or whose appointment has been terminated shall forthwith turn over to the Chairperson or Secretary of the Board of Trustees any and all records, books, documents, moneys and other property in his/her possession or under control, which belong to the Trust, or which were received by him in his/her capacity as Trustee.

**Section 7. Bond of Trustees and Other Fiduciaries.**

Each Trustee and every person who handles funds or other property of the Trust shall be bonded in the manner and to the extent as if required by the provisions of ERISA or other applicable law, if possible.

**Section 8. Compensation of Trustees.**

The Trustees shall serve without compensation from the Trust Fund; provided, however, that the Trustees may be reimbursed for expenses properly and actually incurred in the performance of their duties as Trustees, and provided, further, that a Trustee may receive an advance to cover expenses to be properly and actually incurred by such person in the performance of his/her duties as Trustee, if:

- a) The amount of such advance is reasonable with respect to the amount of such expense which is likely to be properly and actually incurred in the immediate future; and
- b) The Trustee accounts to the Trust Fund at the end of the period covered by the advance for the expenses actually incurred.

In addition, premiums for fiduciary liability insurance insuring the Trust and the Trustees may be paid from the Trust Fund to protect the Trust and the Trustees and also to make it possible for the Trust Fund to be reimbursed to the extent of any insurance recovery under any such insurance policy; provided, that such insurance, to the extent required by law, shall permit recourse by the insurance carrier against the Trustees. Nothing herein shall be deemed to preclude a Trustee, Employer, or Union from purchasing liability insurance for the account of a Trustee or from purchasing a waiver of such right of recourse by the insurance carrier of any insurance policy purchased by the Trust Fund with respect to such Trustee.

## **ARTICLE VI**

### **ADMINISTRATION**

#### Section 1. Manner of Acting

Any action to be taken by the Trustees pursuant to this Agreement shall be by majority vote at a meeting of the Trustees.

#### Section 2. Quorum.

To constitute a quorum at any meeting of the Trustees, there must be present at least three (3) Trustees.

#### Section 3. Chairperson and Secretary-Treasurer.

The Trustees shall select one of their number to be Chairperson of the Board of Trustees and one to be Secretary-Treasurer, to serve for such period of time as the Trustees determine.

The Chairperson shall chair the meetings of the Board of Trustees and shall carry out such other duties as the trustees may, from time to time, assign.

The Secretary-Treasurer shall chair the meetings in the absence of the Chairperson and shall be responsible for advising Trustees as to all correspondence and financial reports pertaining to the Trust, and shall carry out such other duties as the Trustees may, from time to time, assign. The Secretary-Treasurer shall also keep minutes or records of all meetings, proceedings, and actions of the Board, provided, however, that these particular responsibilities may be delegated to an administrator or to such other professional or non-professional help as may be retained or employed by the Trustees.

#### Section 4. Meetings.

The Board of Trustees shall determine the time and place of the regular periodic meetings of the Board. Either the Chairperson or the Secretary, or any two (2) members of

the Board may call a special meeting of the Board by giving written notice to all the other Trustees of the time and place of such meeting at least seven (7) days before the date set for such meeting. However, any meeting at which all Trustees are present, either in person or telephonically, shall be valid meeting without the giving of any notice. Furthermore, any Trustee may give written waiver of notice of any meeting as required hereunder.

Section 5. Action by Written Vote Without a Meeting.

After written or electronic notice to all Trustees, the Trustees may take action without a formal meeting by means of a conference telephone call, provided that at least three (3) Trustees participate in the call. Likewise, the Trustees may act in writing without a formal meeting provided that the writing is circulated among all Trustees. In the case of any action taken by conference telephone call or in writing without a meeting, such action requires approval of three (3) or more Trustees. A report of any such action shall be included in the minutes of the next formal meeting.

Section 6. Authorized Signatures.

Whenever the signature of the Trustees is required on any certificate, contract, or on any other document or instrument, only the signature of the Chairperson and the Secretary-Treasurer, or such other signatures as may be authorized by the Trustees, shall be required.

**ARTICLE VII**

**POWERS AND DUTIES OF THE TRUSTEES**

Section 1. Receipt of Contributions and Creation and Administration of Prepaid  
Legal Services Plan

The Trustees shall receive the contributions and with these contributions, create and administer a Legal Services Plan for the Employees, participants and beneficiaries who are eligible to receive legal service benefits under such plan.

It is the intention of the Trustees that, except as expressly limited by the terms of this Trust Agreement, the Trustees shall have full and exclusive authority to administer the Trust Fund and the Legal Services Plan. In the exercise of this authority, the Trustees may select a commercial administrator or other qualified person, firm, corporation, company or other entity to administer the Legal Services Plan pursuant to the directions of the Trustees.

**Section 2. Application of Contributions.**

The Trustees shall have the authority to use and apply any contributions, or any other income or funds which they may receive, for the following purposes:

- a) To pay, or provide reserves for the payment of, all reasonable and necessary expenses, costs, and fees incurred in the creation and administration of this Trust, and the Legal Services Plan, including the compensation of an Administrator and such other professional and non-professional help as may be needed.
- b) To pay benefits or to provide reserves for the payment of benefits in the manner as may be specified in a plan established by the Trustees hereunder.

The contributions, or any other income which the trustees receive, shall not be used for any other purpose or under any circumstances revert to the Employer or any Employee on whose behalf contributions may have been paid, other than through the legal services benefits available pursuant to the provisions of the Plan.

**Section 3. Collection of Contributions.**

The Trustees shall have the power to demand and enforce the prompt payment of contributions to the Fund. The Trustees may take such steps, including the institution and prosecution of or the intervention in any proceeding at law, equity or in bankruptcy as may be desirable or necessary to accomplish the collection of such contributions.

Section 4. Deposit of Contributions

The contributions, or any other income which the trustees may receive, may be deposited by the Trustees in banks or financial institutions pending the allocation of such contributions for the payment of current benefits and expenses, or for investment, as the case may be.

Section 5. Investments.

All contributions or other income not required for the payment of current benefits and expenses shall be invested and reinvested by the Trustees. In that connection, the Trustees and all other fiduciaries charged with investment authority and responsibility shall discharge their respective duties set forth in the Plan and Trust solely in the interest of the participants and their beneficiaries.

- a) With the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims; and
- b) By diversifying the investments of the Plan so as to minimize the risk of large loss, unless under the circumstances it is clearly prudent not to do so; and
- c) Subject to (a) and (b) above, the contributions, or any other income which the Trustees may receive, may be deposited or invested in such banks, savings and loan institutions, stocks, bonds, mutual funds, real estate, contracts or mortgages, or other depositories or investments as the Trustees in their discretion shall determine.

The Trustees, from time to time, by resolution may allocate to one or more Trustee Committees and may delegate to any other person or organization any of their rights,

powers, duties, and responsibilities with respect to the Trust Fund and Plan. Any such allocation or delegation including the appointment of an investment manager or investment counselor shall be reviewed at least annually by the Trustees, and shall be terminable upon such notice as the Trustees, in their sole discretion, deem reasonable and prudent under the circumstances. No Trustee or other fiduciary shall be under any obligation to perform any duty of responsibility with respect to the Trust Fund or the Plan which has been delegated to other Trustees or to a Trustee Committee of which such Trustee is not a member or which has been delegated to another person or organization other than such Trustee or other fiduciary pursuant to this Agreement and the Declaration of Trust or the procedures established hereby.

**Section 6. Creation and Administration of Plan.**

The Trustees shall have complete authority, consistent with applicable laws, to create, administer, modify, terminate, and determine the details of one or more Legal Services Plans and to review decisions of the Administrator or other person or entity required by the Plan to determine disputes regarding rights, benefits, or eligibility under the Plan. Review of such decisions shall be as provided in Article X. The Administrator and/or the Chairperson shall report to the APEA-AFT Board of Directors any violation of the Legal Trust policies or the terms and provisions of this Restated Trust Agreement by any Trustee. The Trust shall not be liable for providing benefits to any Employees, participants or beneficiaries in an amount more than the contributions actually received on behalf of any such group of Employees and then, solely in accordance with the provisions of the Plan.

**Section 7. Parties Entitled to Participate in Plan, Special Agreements.**

It is the intent of the signatory parties that all Employers who are parties to collective bargaining agreements or special agreements with APEA-AFT and, to the extent eligible

under the provisions of the Plan, the Employees for whom they make contributions, will be permitted to participate in the Plan if the collective bargaining agreement or special agreement so provides. The Trustees shall have the authority in their discretion to permit additional unions, other than APEA-AFT and Employers with whom such unions bargain and employees whom such unions represent, to participate in the Plan provided that such unions and Employers are parties to collective bargaining agreements or special agreements requiring the making of contributions to this Trust. The participation of such unions and Employers is a matter of privilege and not of right, and, if granted, shall be subject to whatever conditions and limitations the Trustees may impose.

Likewise, the Trustees shall have the authority, in their discretion, to enter into “special agreements” with the Employers by the terms of which said Employers agree to make contributions to this Trust Fund for the purpose of allowing the Employees mentioned in the special agreement to participate in the legal plan. For example, such an agreement might be entered into between the Trustees and the Union, or the State, for the purpose of extending the legal plan to other Employees of the Union, or the State or other Employer. The execution of a “special agreement” covering miscellaneous groups of Employees is a matter of privilege and not of right, and, if granted, shall be subject to whatever terms and conditions the Trustees may impose. The Trustees shall have the authority, by special agreement, to provide Employees of the Trust Fund or of related Trust Funds with the benefit plans provided through this trust. The cost of such coverage shall be chargeable to such Trust Fund or the related Trust Fund.

Section 8. Employment of Help.

The Trustees shall have full authority to employ or retain an administrator, attorney, plan consultant, accountant and such other professional and non-professional advisor, consultant or provider of services as may be necessary in connection with the

administration of this Trust and the Legal Services Plan. The Trustees may delegate to the administrator or to such other professional or non-professional advisor, consultant, or provider of services, such as their duties as the Trustees deem appropriate and reasonable under the provisions of this Trust.

Section 9. Compromise of Claims.

The Trustees shall have full authority to compromise, settle, or release claims or demands in favor of or against the Trust, on such terms and conditions as may, under the circumstances, be deemed desirable.

Section 10. Administrative Rules.

The Trustees shall have full authority to promulgate such rules and regulations, not inconsistent with the terms of this Agreement, which, in their discretion, shall be deemed desirable or necessary for the proper administration of this Trust or of the Legal Services Plan. The Trustees shall have full authority to interpret and apply the provisions of this Trust Agreement, or of the administrative rules and regulations adopted by the Trustees, including the Plan, and any such interpretation or application, made lawfully and in good faith, shall be binding upon all participating Employers, Unions, Employees, participants and beneficiaries.

Section 11. Record Keeping and Access to Records, Including Employer Books and Records.

The Board of Trustees shall maintain such records as shall be deemed suitable and adequate records of and for the administration of the Trust and the Legal Services Plan. The Board of Trustees shall have access to such records of any participating Employer as may be necessary to ensure compliance with the provisions of this Agreement and any collective bargaining agreement.

Section 12. Records and Annual Audit.

The books of account and records of the Board of Trustees, including the books of account and records pertaining to the Plan, shall be audited at least once each year by a qualified independent certified public accountant to be selected by the Board. The Board shall also make all other reports required by law. A statement of the results of the annual audit shall be made available for inspection by any participating Employers, Unions, Employees, participants and beneficiaries within the time required by law, at the principal office of the Trust, or at such other suitable place as the Board may designate from time to time. The Administrator of the Legal Trust Fund shall provide to the APEA-AFT Board of Directors copies of the annual audit, annual budget, annual training plan, as well as provide a financial update twice each calendar year.

Section 13. Fiscal Year.

The Trust shall keep its records on a fiscal year basis. The fiscal year shall end on June 30 of each year.

Section 14. Joint Administration.

The Trustees shall have the authority to coordinate the administration of the Legal Services Plan provided through this Trust with the administration of other benefit plans provided by other Trusts to such extent as may be deemed desirable to minimize costs and improve services.

**ARTICLE VIII**

**LIMITATIONS**

Section 1. Trustees' Liabilities.

No Trustee shall be personally liable for any act, or omission to act, of any other Trustee or any Trustee Committee of which he/she is not a member, or of any other person or organization, whether a fiduciary or not, to whom any responsibility of such Trustee is

allocated or delegated pursuant to the Plan and Trust, except to the extent that such

Trustee:

- a) Violates the provisions of ERISA to the extent, if any, that it applies to this Trust with respect to the establishment or implementation of the allocation and delegation procedures provided for herein, or in continuing such allocation or delegation;
- b) Participates knowingly in, or knowingly undertakes to conceal, any act or omission of such person, knowing such act or omission is a breach of such persons' fiduciary responsibilities;
- c) By his/her failure to comply with the provisions of this Trust in the administration of his/her specific responsibilities hereunder, enables such other person to commit a breach of such person's fiduciary responsibility; or
- d) Has knowledge of the breach by such other person unless he/she makes reasonable effort, under the circumstances, to remedy the breach.

The Board of Trustees and each Trustee shall be fully protected in acting upon any instrument, certificate or paper, believed by them to be genuine and to be signed or presented by the proper person or persons and shall be under no duty to make any investigation or inquiry as to any statement contained in any such document, but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

## Section 2. Parties' Liabilities.

None of the persons executing this Trust Agreement, nor any participating Employer, or Union, or any Employee, shall be responsible for any liabilities or debts of the Trust Fund. Likewise, the Trust Fund shall not be responsible for any liabilities or debts of any such parties or persons. This provision shall not be deemed to prevent the Union, or

any Employer or association, from indemnifying a Trustee appointed by such Employer, Union, or association.

Section 3. Parties' Rights.

Except as specifically provided for herein, none of the persons executing this Trust Agreement nor any participating Employer, Union, Employee, participant, beneficiary or Employer association shall have any right, title or interest in or to the Trust Fund, or in or to the contributions, funds or property, other than those legal services benefits as provided under the Plan.

Section 4. Non-Alienability of Benefits.

Benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, garnish, encumber, execute upon, charge or likewise dispose of any right to benefits payable hereunder shall be void. The Trust Fund shall not, in any manner, be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder.

**ARTICLE IX**

**CLAIMS REVIEW**

Section 1. Entitlement.

No Employee, participant, or other beneficiary shall have any right to claim benefits under the Legal Plan, except as specified under the Plan and any policies, or contracts procured or entered into pursuant to Section 2 of Article VII. Any claim or dispute as to eligibility, type, amount or duration of benefit shall be resolved by the administrator pursuant to the Plan, subject to review by the Board of Trustees, and the Employee, participant, or other beneficiary shall have no right or claim with respect thereto against the

Fund or the Trustees. Neither the Employer, the Union, any Employee, nor any of the Trustees, shall be liable for the failure or omission for any reason to pay any benefits under the Legal Plan.

Section 2. Review Procedure.

Any Employee, participant, or beneficiary aggrieved by a decision of the administrator denying eligibility for any benefits under this Plan, or being aggrieved by any decision of the aforementioned regarding the type, amount, or duration of such benefits shall be entitled to a review of such decision by the Board of Trustees. Review shall be by the Board of Trustees, or by their designee, as shall be determined by the Board of Trustees. To obtain review, the aggrieved Employee, participant, or beneficiary shall advise the Board of Trustees in writing of the specific reasons for objection to the decision of the Administrator no more than sixty (60) days after the disputed decision is communicated to the participant. Failure by the aggrieved individual to submit such written notice within sixty (60) days shall constitute waiver of any such claim.

Within sixty (60) days of the receipt of the written request for review, the Board of Trustees shall notify the aggrieved individual of the date, time and place of the hearing concerning such request. Such notice shall be mailed by first class mail to the aggrieved individual's last-known address of record. An aggrieved individual may be represented at his or her expense by an attorney of his or her choice.

Upon request in writing from the aggrieved individual, the Board of Trustees shall provide to such person all sources of information upon which the decision of the Administrator was based, and permit such person to examine all documents and records relating to the decision in the possession of the Board of Trustees.

**Section 3. Hearings Before the Board of Trustees – Procedure.**

A record shall be made of the proceedings at the hearing by such method as the Board of Trustees may determine. In conducting the hearing, the Board shall not be bound by the usual common law or statutory rules of evidence. There shall be copies made of all documents and records introduced at the hearing which shall be made a part of the record of the hearing and made a part thereof. The aggrieved individual shall be afforded a reasonable opportunity to present relevant evidence in writing or orally.

The decision of the Board of Trustees shall be communicated by written notice, delivered to or mailed to the aggrieved individual setting forth the specific reasons for the decision and indicating, when appropriate, those portions of the Plan or Trust Agreement or law upon which the decision is based. Notification to the aggrieved individual shall be written in a manner that may be understood by such person without the need for legal or other professional counseling. A copy of the Article shall be included with the decision.

**Section 4. Hearings Before Board of Trustees Arbitration.**

If the Employee, participant, or beneficiary is dissatisfied with the written decision of the Board of Trustees, he or she shall have the right to request the appointment of an impartial arbitrator to review the matter in accordance with the rules of the American Arbitration Association. Such request must be filed, in writing, with the Trustees within thirty (30) days of receipt of the written decision. The Administrator will assist in the preparation of the request for arbitration, if asked to do so by the individual in writing.

In the event the matter is submitted to arbitration, the question for the arbitrator shall be whether, in the particular instance, the Trustees (1) were in error upon any issue of law, (2) acted arbitrarily or capriciously in the exercise of their discretion, or (3) whether their findings of fact were supported by substantial evidence. The expenses of arbitration

shall be borne equally by the appealing party and by the Trust Fund. The decision of the arbitrator shall be final and binding.

## **ARTICLE X**

### **MISCELLANEOUS**

#### Section 1.      Office of Trust.

The Trust Fund shall have its principal office in Juneau, Alaska.

#### Section 2.      Application of Federal Law.

The undersigned parties are executing this Trust Agreement with the intention of establishing a Trust which complies with all applicable provisions of ERISA, if any, and the Internal Revenue Code, and the parties intend that all questions pertaining to the validity, construction and administration of this Trust Agreement shall be determined in accordance with said laws, and any such other laws or regulations as may be applicable. It is specifically intended that this Trust shall be so established and operated in a manner that shall qualify it as an organization exempt from income taxation in accordance with Section 501(c)(20) of the Internal Revenue Code of 1954 as it presently exists and as it may from time to time be amended. Notwithstanding anything to the contrary contained herein, the Trust shall be operated exclusively for such purposes as will comply with Section 501(c)(20) of the Internal Revenue Code and to the extent that anything herein is inconsistent therewith, this Trust shall be deemed amended in such fashion as will carry out the purposes of this Trust and the requirements of the law.

#### Section 3.      Amendments.

The provisions of this Trust Agreement may be amended by the Board of Trustees, provided that no amendment may be made which would change the purpose of this Trust Fund as stated in Article II, or permit any of the contributions or other income which the

Trustees may receive to be used for any purpose other than those specified in Article VII, Section 2.

Section 4. Termination and Merger.

The Trust Agreement shall continue in existence until such time as it is terminated by one of the following means:

- a) Action of the Board of Trustees, or
- b) Termination or expiration of all collective bargaining agreements requiring the payment of contributions to this Trust; provided, however, that for purposes of this subparagraph, a collective bargaining agreement shall not be deemed terminated in a strike or lockout situation, unless said strike or lockout continues for more than six (6) months.
- c) The Trustees may deem it in the best interests of participating Employers, Unions, and Employees to merge the Trust Fund into one or more other employee benefit trust funds or to accept the merger of one or more other employee benefit trust funds into this Trust Fund. The Trustees are authorized to investigate, and negotiate any such merger and to enter into appropriate agreements to consummate such a merger. Should the Trust Fund be merged in another employee benefit trust fund, the Trustees are authorized to terminate this Trust Fund and transfer the remaining money and assets to the other fund.

Conversely, in the event of a merger of other benefit trusts into this Trust Fund, the Trustees are authorized to accept the transfer of remaining moneys and assets. Upon the termination of this Trust Agreement, any of the funds remaining after the payment of expenses shall be used for the continuation of payment of benefits as determined by the Trustees until such funds have been exhausted.

Section 5. Gender and Number.

Any words used herein in the masculine gender shall be construed as though they were also used in the feminine gender in all cases where they would so apply, and any word used herein in the singular form shall be construed as though it were used also in the plural form in all cases where it would so apply.

Section 6. Severability.

If any provision of this Trust Agreement is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the Agreement, unless such illegality or invalidity prevents the accomplishments of the purpose of the Trust Agreement.

Section 7. Titles.

The titles of the various Articles and paragraphs of this Trust Agreement are inserted solely for convenience of reference and are not part of, nor shall they be used to construe any term or provision thereof.

EXECUTED AS OF THE DATE AND YEAR FIRST ABOVE WRITTEN.

APEA-AFT

By: \_\_\_\_\_  
Bruce Senkow, President

**ACCEPTANCE BY TRUSTEES**

TRUSTEES

Date: \_\_\_\_\_  
Bruce I. Ludwig

Date: \_\_\_\_\_  
Cris Sanders

Date: \_\_\_\_\_  
Patti Carlson

Date: \_\_\_\_\_  
Vicki Tomal

Date: \_\_\_\_\_  
Loriann Quakenbush

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