Construction Laborers’ Pension Trust of Greater St. Louis Plan

Pension Summary Plan Description (SPD)

Amended and Restated as of August 1, 2015

Dear Plan Participant,

We are pleased to present you with this new, updated description of the benefits provided by the Construction Laborers' Pension Trust of Greater St. Louis Plan.

Because your Pension Plan is a significant part of your future retirement income, we believe it is important that you and your family understand the Plan's benefits. For this reason, every effort has been made to explain the Plan in a clear, straightforward manner.

This booklet provides a summary of the Plan document. The description highlights the most important features of your Plan and is organized chronologically based upon your experience with the Plan. It explains your eligibility to participate, how you earn pension credits and years of vesting service, when you become eligible to receive a pension, how your pension benefit is calculated, payment options for receiving your benefit, and what you have to do in order to receive your benefit from the Plan.

In translating from legal language into everyday English, we have done our best to explain everything correctly. However, this description is not a substitute for the official Plan document. If you would like to see a copy of the Plan document, please contact the Fund Office.

Please set aside some time to review this booklet so that you will be aware of your benefits under the Construction Laborers' Pension Trust of Greater St. Louis. The success of this Plan depends as much on your interest in and commitment to it as it does on our administration of it. We hope that you will share our pride in this Plan which was designed to reward your years of service to the construction industry.

Please note that unless otherwise indicated, this booklet describes provisions of the Plan only as they apply to current active Participants. Earlier versions of the booklet and Plan documents need to be consulted if you are not currently working in a position for which your Employer makes contributions to this Plan. The booklet and Plan that were in effect when you left covered employment will govern your benefits and your entitlement to those benefits.

If you have questions about the Plan or your eligibility for benefits, the Fund Office staff will be happy to help you.

Sincerely,

Board of Trustees

CONSTRUCTION LABORERS' PENSION TRUST

OF GREATER ST. LOUIS

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St. Louis, Missouri 63110
Telephone: (314) 644-2777
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For Further Information or Pension Application Forms,

Call, Write or Visit the Pension Fund Office or visit our website @ www.stllaborers.com.

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SECTION 1 DEFINITIONS

The following definitions of terms used in the Summary Plan Description may be helpful in understanding the benefits which are provided and your rights under the Plan.

A. ANNUITY STARTING DATE.

The "Annuity Starting Date" is the first day of the first period for which an amount is payable as an annuity. It is not necessarily the date on which you actually receive your first annuity payment, rather, it is the date for which you are first paid an annuity. You may elect this Annuity Starting Date after fulfilling all of the conditions for entitlement to benefits, subject to the following:

The date must be no more than 180 days after you submit a completed application to the Fund Office.

The date must be no more than 180 days after you have received the notice of right to waive Qualified Joint and Survivor Annuity described later in this booklet. This Notice is not given to Alternate Payees or Beneficiaries.

The Annuity Starting Date cannot be later than your Required Beginning Date (generally April 1 of the year following the year in which you turn 70½).

If you begin receiving benefits before your Normal Retirement Age and then earn additional benefits under the Plan through re-employment, you will have a separate Annuity Starting Date determined under this Section with respect to the additional benefits, except that an Annuity Starting Date that is on or after your Normal Retirement Age shall apply for any additional benefits you earn after that date.

B. BENEFICIARY.

"Beneficiary" means a person, other than a Pensioner, who is receiving benefits under this Plan as a result of your designating that person to receive benefits or as a result of the terms of the Plan.

C. CLAIM.

“Claim means an application for Benefits.

D. COLLECTIVE BARGAINING AGREEMENT.

"Collective Bargaining Agreement" means an agreement between the Union and an Employer, which requires contributions to this Plan.

E. CONTINUOUS EMPLOYMENT.

"Continuous Employment" means any periods of service with the same Employer not separated by quit, discharge, or other termination of employment.

F. CONTINUOUS NON-COVERED EMPLOYMENT OR CONTINUOUS NON-COVERED SERVICE.

"Non-Covered Service" or "Non-Covered Employment" means a period of employment with a Contributing Employer in a position that is not covered by a collective bargaining agreement or other agreement requiring the Employer to make contributions to this Fund on your behalf. For example, if you work for a contractor that is party to a collective bargaining agreement with one of the Local Unions that requires the Employer to contribute to this Plan on behalf of Laborers, but you work in the office rather than as a Laborer, you are working in Non-Covered Employment. Such Non-Covered Employment is "Continuous Non-Covered Employment" if it immediately follows or immediately precedes your "Covered Employment" with the same Employer, and is not separated from that Covered Employment by a quit, discharge or other interruption of employment.

G. CONTRIBUTING EMPLOYER OR EMPLOYER.

"Contributing Employer" or "Employer" means an Employer that has a Collective Bargaining Agreement with the Union requiring contributions to this Fund and any other Employer authorized by the Trust Agreement to contribute to this Fund.

H. CONTRIBUTION PERIOD.

"Contribution Period" means the period during which the Employer is required, pursuant to a written agreement, to make contributions to the Fund.

I. CONTRIBUTIONS.

"Contributions" shall mean the rate or amount due by Employers to the Trust Fund as specified from time to time in collective bargaining agreements between the Employers and the Union.

J. COVERED EMPLOYMENT.

"Covered Employment" means your employment by an Employer for which your Employer is required by a collective bargaining agreement or other agreement to contribute to this Plan. In limited circumstances, Covered Employment may also include your employment with an Employer before that Employer’s Contribution Period and before May 1, 1970. However, Covered Employment shall not include your employment with an Employer after that Employer’s status as a Contributing Employer terminates for any reason, including the failure to pay contributions.

K. “ERISA”.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

L. EMPLOYEE.

You are an "Employee" if:

You are employed by an Employer in a position covered by a Collective Bargaining Agreement that requires contributions to this Fund; or

You are employed by a Local Union, this Fund, or the Greater St. Louis Construction Laborers Welfare Trust.

The term "Employee" shall not include any self-employed person or sole proprietor of a business organization, or any other person who is prohibited by federal law from participating in the Plan.

M. Fund, Pension Fund, or Pension Trust, or Plan.

The terms "Fund", "Pension Fund" or "Pension Trust", or “Plan” mean this Construction Laborers Pension Fund of Greater St. Louis.

N. Normal Retirement Age.

Normal Retirement Age means age 62 or, if later, your age on the fifth anniversary of your Participation. Participation before a Permanent Break in Service shall not be counted. The Suspension of Benefits rules set forth at pages 32 through 35 shall apply as if Normal Retirement Age were age 62 in all cases.

O. Participant.

You are a "Participant" if you are a Pensioner or an Employee who meets the requirements for participation in the Plan, described at pages 5 through 6, or you are a former Employee who has acquired a right to a pension under this Plan.

P. Plan Credit Year or Plan Year.

"Plan Credit Year" or "Plan Year" means the twelve-month period from May 1 through the next April 30. For purposes of ERISA regulations, the Plan Credit Year shall serve as the vesting computation period, the benefit accrual computation period, and after the initial period of employment, the computation period for your eligibility to participate in the Plan.

Q. (Qualified) Domestic Relations Order.

A "Domestic Relations Order" is a judgment, decree, or order (including approval of a property settlement agreement) that (1) relates to the provision of child support, alimony payments, or marital property rights to your Spouse, former Spouse, child, or other dependent and (2) is made pursuant to a state domestic relations law.

A Domestic Relations Order is a "Qualified Domestic Relations Order" (QDRO) if it creates or recognizes the existence of an alternate payee's right, or assigns to an alternate payee the right, to receive all or a portion of the benefits payable to you under this Plan, if it contains required information, and does not alter the amount or form of Plan benefits.

An "alternate payee" is your Spouse, former Spouse, child or other dependent who is recognized by a Qualified Domestic Relations Order as having a right to receive all, or a portion of, your benefits under this Plan.

The earliest date on which an alternate payee may receive a distribution is the earliest date on which you would be eligible to commence receiving pension benefits.

R. Service or Hour of Service.

"Service" or "Hour of Service" is each hour for which you are paid, or entitled to payment by an Employer, directly or indirectly, including back pay and including payments for disability from the Greater St. Louis Construction Laborers Welfare Plan, but excluding any time compensated under a workers' (or workmen's) compensation or unemployment compensation law and excluding any hours of non-work time in excess of 501 in any one continuous period. Two periods of paid non-work time shall be deemed continuous if they are compensated for the same reason (e.g., disability) and are not separated by at least ninety days. An Employee may also be credited with Service for vesting and eligibility purposes at the rate of eight (8) Hours of Service for each working day the Employee receives benefits from the Greater St. Louis Construction Laborers Welfare Plan because of a contested workers' compensation claim, if the Employee ultimately resolves his or her workers' compensation claim without compensation, whether by judgment or settlement, in which case, the Plan will treat the Employee like any other disabled Employee.

Hours of Service shall be computed and credited in accordance with Department of Labor Regulations 2530.200b.

S. Spouse.

"Spouse" means: 1) your legal spouse as defined under the laws of the State of Missouri; and 2) any individual to whom you are lawfully married under any state law, including individuals married to a person of the same sex who are legally married in a state that recognizes same sex marriages, even if you are domiciled in a state that does not recognize such marriages. The term "Spouse" shall not mean domestic partners or individuals in civil unions.

T. Union.

"Union" means Locals 42 and 110 of the Laborers International Union of North America AFL-CIO.

U. Work.

"Work" means each hour for which you are paid, or entitled to payment, by an Employer for services performed.

V. You.

"You" means a Participant in the Plan.

SECTION 2 PARTICIPATION, PENSION CREDITS, VESTING SERVICE, AND BREAKS IN SERVICE

The Pension Plan is designed to provide retirement and disability benefits to individuals who are employed by Employers required by collective bargaining agreements or other agreements to make contributions to the Plan. Generally, if you work in Covered Employment for a Contributing Employer, that Employer will make contributions to this Plan on your behalf. Your status as a Participant in the Plan and whether you achieve a non-forfeitable right to a pension depend on the number of Hours of Service in Covered Employment and Continuous Non-Covered Employment. The amount of your pension depends on your Hours of Service in Covered Employment prior to May 1, 1988, and the amount of the contributions made on your behalf after that date.

A. PARTICIPATION

1. Becoming a Participant in the Plan.

You will become a Participant in the Plan on the first day of the month after the earliest of the following happens:

a. You earn ¼ of a Pension Credit by accruing 300 Hours of Service in Covered Employment in a single Plan Credit Year during the Contribution Period.

or

b. You complete 1,000 Hours of Service in a consecutive 12-month period in Covered Employment or a combination of Covered Employment and Continuous Non-Covered Employment. The initial 12-month period will begin on your employment commencement date. Subsequent eligibility computation periods are based on the Plan Year.

EXAMPLE: Joe started working in covered Employment on June 1, 2015, and by August 15 he had earned ¼ Pension Credit. Joe will be a participant in the Plan on September 1, 2015.

EXAMPLE: George started working in Covered Employment on March 1, 2014. He had worked fewer than 300 hours in Covered Employment (therefore, he had not earned ¼ Pension Credit) when he was transferred to another job with the same employer that was not Covered Employment. George continued working in Non-Covered Employment for the same employer without interruption and had a total of 1,000 hours of service during the 12-month period starting March 1, 2014. George will become a participant in the Plan on April 1, 2015.

2. Termination of Participation in the Plan.

A Break in Service may end your participation in the Plan. After a One-Year Break in Service you are no longer a participant in the Plan. A One-Year Break in Service occurs if you fail to be credited with at least 300 Hours of Service in a Plan Credit Year. A Permanent Break in Service can cause you to permanently lose all of the service and benefits you have accrued under this Plan. However, once you have met the requirements for a pension or "vested," you will always be a Participant in the Plan.

3. Becoming a Participant Again.

You will be a Participant again if you earn ¼ of a Pension Credit in a Plan Credit Year or complete 1,000 Hours of Service in Covered Employment or a combination of Covered Employment and Continuous Non-Covered Employment, in a consecutive 12-month period. Participation is retroactive to the first day of the Plan Credit Year during which you again meet the participation requirements after the Plan Credit Year in which you incurred your last One-Year Break in Service.

B. PENSION CREDITS

You earn Pension Credits by working in Covered Employment. The Pension Credits you accrued prior to May 1, 1988, are used to determine the amount of benefits you earned before that date and are also used to determine whether you are vested (or have a non-forfeitable right) in your benefits. Pension Credits you earn on or after May 1, 1988, are used only as a means of determining vesting. The amount of the benefits you earn after that date is based on the amount of the contributions made to the Plan on your behalf rather than on the number of Pension Credits you earn.

Generally, Pension Credit is granted only for hours you work in Covered Employment for which your Employer is required to make Contributions to this Plan. However, as set forth below there are some other circumstances in which Pension Credit is granted.

1. For Employment Before May 1, 1976.

a. During the Contribution Period (see definition of Contribution Period on page 3.)

For periods during the Contribution Period before May 1, 1976, you shall be credited with Pension Credits on the basis of your Hours of Service in Covered Employment in accordance with the following schedule:

Hours of Service in Covered Employment During Plan Credit Year	Number of Pension Credits
1,200 or more Hours	4 Quarters (1 Year)
900 to 1,199 Hours	3 Quarters (¾ Year)
600 to 899 Hours	2 Quarters (½ Year)
300 to 599 Hours	1 Quarter (¼ Year)
Less than 300 Hours	No Credit

b. Before the Contribution Period. (Only for Contribution Periods beginning before May 1, 1970).

(1) If prior to May 1, 1970, you worked at least 1200 hours in Covered Employment for which an Employer made contributions to this Plan, you will be granted Pension Credit for your work for the same employer prior to the Employer's Contribution Period based on the chart in the above paragraph, provided that your work prior to the Employer's Contribution Period was work of the type that would have been Covered Employment during the Contribution Period.

Further if your Employer's Contribution Period began after May 1, 1968, but before May 1, 1970, you will receive Pension Credit for your service with the same Employer if you accumulate 1200 Hours of Service in Covered Employment with that Employer in the two years after the Employer's Contribution Period began. If you failed to accumulate 1200 Hours of Service in Covered Employment during those first two years of your Employer's Contribution Period due to a disability, you will still get Pension Credit for your service with the same Employer prior to the Contribution Period if you accumulate 1200 Hours of Service in Covered Employment with that Employer during the first three years of that Employer's Contribution Period.

(2) It is recognized that it may be difficult or impossible to obtain reliable records of hours of employment before the Contribution Period. Therefore, the Trustees shall determine the amount of Pension Credit for the years before May 1, 1964, on the basis of the best available evidence which may be obtained from Employer records, Union records, Social Security records, or other evidence found acceptable by the Board of Trustees. The decision of the Trustees as to the amount of Pension Credits granted to any Employee for the period before May 1, 1964, shall be final and binding.

(3) No Pension Credit before the Contribution Period shall be granted you for any period which precedes two consecutive Plan Credit Years during which you neither engaged in what would be Covered Employment during the Contribution Period nor were a member of the Union, unless:

(a) You prove on the basis of medical evidence satisfactory to the Trustees that your failure to work in such employment for two consecutive Plan Credit Years was due to total disability;

(b) You left employment to enter Military Service and were prevented from meeting the requirements of this rule solely as the result of actually serving in the Military Service during the years specified; or

(c) You earn five years of Pension Credit during the Contribution Period.

(4) For purposes of determining eligibility for Pension Credits before the Contribution Period, no Contribution Period commencing after May 1, 1970 shall be recognized.

2. Employment after April 30, 1976.

For periods after April 30, 1976, you shall be credited with Pension Credits on the basis of your Hours of Service in Covered Employment for which contributions to the Pension Fund were required to be made in accordance with the following schedule:

Hours of Service in Covered Employment During Plan Credit Year	Number of Pension Credits
1,200 or more Hours	4 Quarters (1 Year)
900 to 1,199 Hours	3 Quarters (¾ Year)
501 to 899 Hours	2 Quarters (½ Year)
300 to 500 Hours	1 Quarter (¼ Year)
Less than 300 Hours	No Credit

If in a Plan Credit Year prior to May 1, 1988, you completed a Year of Vesting Service but less than 300 hours of work in Covered Employment for which contributions to the Pension Fund were required, you shall be credited with a pro-rated portion of the full benefit accrual you could have earned during such Plan Credit Year in the ratio of your actual hours of work in Covered Employment for which contributions were required to 2,000.

For example, suppose you qualified to have all your Pension Credit earned before May 1, 1988, valued at the $29.00 accrual rate. In a particular Plan Credit Year, you earned a Year of Vesting Service but only had 200 Hours of Service in Covered Employment for which Contributions to this Plan were required. As a result, your accrued benefit for that particular year will be calculated as follows:

$29.00 (value of whole Credit) x 200 hours/2,000 hours

= $29.00 x 1/10 = $2.90

3. Additional Credit for Working During Contribution Period.

You may earn an additional ¼ of a Pension Credit for each additional 300 hours you work in Covered Employment in excess of the first 1,200 hours in a Plan Credit Year. One additional quarter of a Pension Credit can be earned during each Plan Credit Year. Such additional Credit can be used to increase your Pension Credit in a Plan Credit Year during which you earned less than a full Pension Credit. In no event may you earn more than one additional Pension Credit in your lifetime, and in no event may your total Pension Credits at retirement exceed the number of years you were in Covered Employment.

4. Pension Credit Earned When Not Actually Working in Covered Employment.

If you have prior Pension Credit you may receive "non-work" Pension Credits:

a. For a period during which you are disabled and receive weekly accident and sickness benefits from the Greater St. Louis Construction Laborers' Welfare Plan, even if you filed for workers' compensation, so long as your workers' compensation claim is ultimately resolved without compensation (see Section 1(Q) on pp. 3-4).. Under this provision, you are credited with eight hours for each work day for which you receive disability benefits from the Welfare Plan; and

b. For periods of Military Service in the Armed Forces of the United States as required by applicable federal law.

c. For periods for which you are paid by a Contributing Employer but perform no services, such as paid vacation, holidays, and paid sick leave.

No more than two (2) "non-work" Pension Credits for disability will be granted over your lifetime. Also, if during a non-work period, an employer continues to contribute to the Pension Fund, no "non-work" Pension Credit will be granted for that period.

5. Maximum Number of Pension Credits an Employee May Earn.

No more than 25 full Pension Credits will be counted for service prior to May 1, 1988.

C. VESTING SERVICE

1. Generally.

A Year of Vesting Service is earned for each Plan Credit Year during the Contribution Period in which you complete at least 1,000 Hours of Service. If you are fully vested, you will not be subject to the Break in Service rules described in Section D.

2. Differences between Pension Credits and Years of Vesting Service.

a. Vesting Service is earned only during the Contribution Period. Pension Credit may be earned both before and during that period. See p. 6, Section 2(B)(1)(b).

b. You earn a Year of Vesting Service each Plan Credit Year during which you complete 1,000 hours or more of Hours of Service in Covered Employment or in Continuous Non-Covered Employment. Pension Credit is earned only by work in Covered Employment, not for Continuous Non-Covered Employment.

c. Vesting Service is earned in full years only, while portions of Pension Credits may be earned.

d. If you are eligible for a pension, your benefit amount is calculated based on Pension Credits earned before May 1, 1988, and the amount of contributions after that date. Vesting Service is not used to determine your pension amount.

3. Vesting Service for Certain Periods of Time When You Are Not Actually Working.

As with Pension Credits, you will earn Vesting Service while you are receiving weekly accident and sickness benefits from the Welfare Plan, for periods for which you are paid but perform no services, and for time you spend in Military Service in the Armed Forces of the United States. You will also receive Vesting Service for time during which you are granted leave by your Employer under the Family and Medical Leave Act.

4. Exceptions to Vesting Rules.

You will receive no Vesting Service for the following periods:

a. Years preceding a Permanent Break in Service; or

b. Years before May 1, 1971, unless you earned three years of Vesting Service on or after that date.

D. BREAKS IN SERVICE

Generally, a One-Year Break in Service occurs if you do not earn a required amount of service during a Plan Credit Year. In general, if you have a Break in Service prior to meeting the requirements for a Pension, you are no longer a Participant under the Plan. If a Break in Service is long enough, it is a Permanent Break in Service, and your accumulated Pension Credits and Vesting Service will be canceled. This does not apply to you if you are already vested.

1. Rules.

There are four Break in Service rules.

a. Before the Contribution Period, you had a Permanent Break in Service if you did not work in Covered Employment for any two consecutive Plan Credit Years. However, if your absence was due to total disability or military service, this Break in Service rule may not apply. Also, if you subsequently earn five Pension Credits during the Contribution Period, this Break in Service rule will not be applicable.

b. During the Contribution Period before May 1, 1976, you had a Permanent Break in Service if you had no Employer Contributions made on your behalf for five consecutive Plan Credit Years.

c. Between May 1, 1976, and April 30, 1987, inclusive, you had a One-Year Break in Service in any Plan Credit Year in which you were not credited with at least 300 Hours of Service. One-Year Breaks caused a temporary cancellation of your Pension Credit and Vesting Service. If, before you had a Permanent Break, you reinstate your Participation, you get back all of your prior Pension Credits and Vesting Service.

   You had a Permanent Break in Service between May 1, 1976, and April 30, 1987, inclusive, if your consecutive One-Year Breaks equaled or exceeded the greater of your number of full years of Vesting Service or Pension Credits.

d. On and after May 1, 1987, you have a One-Year Break in Service in any Plan Credit Year in which you are not credited with at least 300 Hours of Service. A Permanent Break does not occur unless you have at least five consecutive One-Year Breaks and the number of consecutive One-Year Breaks equals or exceeds the greater of your number of full years of Vesting Service or Pension Credits. If, before you had a Permanent Break, you reinstate your Participation, you get back all of your prior Pension Credits and Vesting Service.

EXAMPLE: Joe started working in Covered Employment in 1995 and his work record looks like this:

Year	Hours of Work	Vesting Service	Pension Credits	Additional Pension Credits
1995	1,200	1	1	0
1996	1,520	1	1	¼
1997	200 (one-year break)	0	0	0
1998	0 (one-year break)	0	0	0
1999	0 (one-year break)	0	0	0
2000	0 (one-year break)	0	0	0
2001	0 (one-year break)	0	0	0
Total	Five one-year breaks	2	2	¼

Joe has two Years of Vesting Service, two Pension Credits (and ¼ additional Pension Credit) and five consecutive One-Year Breaks. He has a Permanent Break in Service at the end of 2001 (the fifth One-Year Break) which cancels his previous service. Note that unlike the rule for Breaks in Service before May 1, 1987, Joe did not have a permanent break when his One-Year Breaks in Service equaled the greater of his number of full years of Vesting Service or Pension Credits. On or after May 1, 1987, you cannot have a Permanent Break until you have had at least five consecutive One-Year Breaks. If Joe had worked at least 300 hours in the 2001 Plan Credit Year, he would have avoided a Permanent Break at this time.

2. Exceptions to the Break in Service Rules.

An extended absence from service during the Contribution Period will be excused (not counted towards a Break in Service) in the following circumstances:

a. For up to five consecutive Plan Credit Years, if you are totally disabled according to medical evidence accepted by the Trustees. You must notify the Trustees promptly in writing of the disability. You will get no grace period for any time more than one year prior to the date on which you give the Trustees such written notice.

b. For periods of service in Military Service in the Armed Forces of the United States as required by applicable federal law.

c. For the entire period after the commencement of your participation if you work for the Union or International Union, provided you return to Covered Employment and earn five additional Pension Credits.

d. For the entire period after earning at least one Pension Credit if you work for an Employer who has a Collective Bargaining Agreement with the Union that does not require contributions to the Pension Trust, provided you return to Covered Employment within one year after cessation of your non-contributory employment and earn five additional Pension Credits.

e. If you are absent from work because of pregnancy, the birth of a child, adoption, or infant care, you are entitled to up to 501 Hours of Service to prevent a Break in Service either in the year the absence starts or in the following year.

3. Mending a Permanent Break in Service

Effective May 1, 2008, if an Employee returns to work in Covered Employment after incurring a Permanent Break in Service which occurred after May 1, 2000, whereby he lost at least five Pension Credits, and during his return to work he earns at least three additional Pension Credits with at least one Pension Credit earned after May 1, 2006, but becomes disabled resulting in an inability to perform industry employment before he qualifies for vested status, his prior Permanent Break in Service will be eliminated. The One-Year Breaks in Service which determined his Permanent Break in Service, as well as any other One-Year Breaks in Service that occurred after that but prior to his return to Covered Employment, shall be disregarded when applying any of the Plan's accrual break rules. The determination of his inability to perform industry employment will be the decision of the Trustees.

E. BECOMING VESTED

1. Generally

You will have a vested or non-forfeitable right to receive your pension benefits commencing at your Normal Retirement Age if you meet one of the requirements set forth in the next paragraph. Once you have a vested right to your pension benefits, you cannot lose those benefits even if you leave employment of any Contributing Employer before your Annuity Starting Date.

2. Methods of Vesting

Your benefits will become vested if you meet either of the following:

a. You complete five years of Vesting Service; or

b. You attain your Normal Retirement Age (see definition at page 3) while still a Participant in the Plan.

F. CREDIT FOR MILITARY SERVICE

1. Generally

You will, under certain circumstances, be given both Vesting Service and credit for purposes of benefit accrual if you leave Covered Employment to enter active duty in one of the Uniformed Services of the United States (Armed Services, National Guard, etc.) and return to Covered Employment within 90 days after you leave active duty in the Uniformed Services. Special time limits for seeking reemployment, generally up to two years, apply to individuals who are hospitalized due to an injury or illness that was incurred or aggravated during service in the Uniformed Services. If you leave Continuous Non-Covered Employment to enter active duty in the Uniformed Services, you will, upon your return to such employment, receive only Vesting Service.

Except that the Plan will use 90 days as the time limit for seeking reemployment regardless of the length of your service, credit will be granted consistently with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 and any amendments to that Act. If you enter Uniformed Services, you should familiarize yourself with your rights under that Act.

2. Notify the Plan Office.

In order to insure that you receive all of the credit due you, you should notify the Plan Office before you enter service in the Uniformed Services, and when you return to Covered Employment, you will need to provide the Plan with documentation of your period of service (usually a form DD 214) and proof you were reemployed within the appropriate period after your service.

If you had a past period of service in the Uniformed Services, and you are not sure the Plan has information about that service, you should contact the Plan Office.

3. Credit Granted for Service in the Uniformed Services

To determine the amount of credit due to you, the Plan will use the monthly average number of Hours of Service you had in the 36 months preceding your active duty in the Uniformed Services. If you were a Participant in the Plan for fewer than 36 months prior to your active duty in the Uniformed Services, your monthly average Hours of Service for your actual period of participation will be used. You will be given Vesting Service and will accrue benefits for your period of service in the Uniformed Services based on that average.

4. HEART (Heroes Earnings Assistance and Relief Tax) Act of 2008

In the case of a death occurring on or after January 1, 2007, if you die while performing qualified military service (as defined in Internal Revenue Code Section 414(u)), your survivors are entitled to any additional benefits provided under the Plan as if you had resumed and then terminated employment on account of death. For years beginning after December 31, 2008, if you receive a differential wage payment while performing military service, you are treated as an Employee of the Employer making the payment and the differential wage payment is treated as compensation for purposes of determining the benefit limits under the Plan.

SECTION 3. ELIGIBILITY FOR AND AMOUNT OF PENSION BENEFITS

A. GENERALLY

The Plan provides several different kinds of pensions including a Regular/Deferred Pension, an Early Retirement Pension, an Early Retirement Service Pension, a Late Pension, a Disability Pension, and a Reciprocal Pension. Each type of pension has its own eligibility requirements, so it is important for you to determine which pension you are eligible to receive. Although the actual monthly benefit amount may differ between types of pensions, each pension is at least the actuarial equivalent of the Regular/Deferred Pension.

Also, please note, that all pension amounts set forth in this Section 3 are the amounts you will receive if you choose to take your pension in the form of a Single Life Annuity. If you choose another form of benefits (see Section 4) - for example a Husband-and-Wife Pension - the actual amount of benefits will be actuarially adjusted so that the benefits provided under that other form are the actuarial equivalent of a Single Life Annuity.

You are entitled to only one kind of pension benefits, unless you receive a Disability Pension and recover from your disability. In that case, you may select any other type of pension for which you are eligible.

It is important to note that your benefit is generally determined based on the plan provisions when you last work in Covered Employment. However, if you have, or already have had, five consecutive plan years during which you failed to complete 300 Hours of Service in Covered Employment in each such year, the benefits you accrued before the commencement of that five-year period shall not be subject to any increases and improvements adopted after the commencement of that five-year period. This does not apply to you if as of January 1, 2005, you had already returned to Covered Employment and met any service requirements for any benefit increases or improvements that became effective after the commencement of that five-year interruption. For purposes of this provision, if you work in Covered Employment, but have your contributions transferred to another plan pursuant to a reciprocity agreement, the hours for which you have contributions transferred will not be treated as Hours of Service in Covered Employment.

B. REGULAR/DEFERRED PENSION

1. Eligibility Requirements.

You are eligible for a Regular/Deferred Pension if:

a. you are age 62 or over and meet one of the following requirements:

(1) you have nine years of Vesting Service or nine years of Pension Credit including one Pension Credit earned after May 1, 1976; or

(2) you have 15 Pension Credits including at least five Pension Credits earned during the Contribution Period; or

(3) you have five years of Vesting Service; or

b. you attain your Normal Retirement Age (the later of age 62 or the fifth anniversary of your participation in the Plan) while still a Participant in the Plan; or

c. you are:

(1) not subject to a collective bargaining agreement but your Employer is required to make contributions to the Plan on your behalf,

(2) you complete one Hour of Service on or after May 1, 1989,

(3) you have attained age 62, and

(4) you have five years of Pension Credit or Vesting Service.

2. Amount of the Regular/Deferred Pension.

If you separate from Covered Employment on or after May 1, 1988, the monthly amount of the Regular/Deferred Pension at your retirement will be the sum of the amount calculated under paragraph a or b; ***plus*** the amount calculated under the applicable paragraphs c through f; ***plus*** the amount calculated under paragraph g as follows:

a. If you earned at least one-quarter of a Pension Credit after April 30, 1986, $29.00 multiplied by your number of Pension Credits earned before May 1, 1988, up to a maximum of 25;

Or

b. If your first Annuity Starting Date is on or after January 1, 2001, and you earned at least one full year (four quarters) of Pension Credit or one Year of Vesting Service in a Plan Credit Year on or after May 1, 2000, $50.00 multiplied by your number of Pension Credits accumulated prior to May 1, 1988, up to a maximum of 25.

Plus the applicable one of the following:

c. If your Annuity Starting Date is after April 30, 1988, but before May 1, 1990, 1.75% of the total contributions due on your behalf for Plan Credit Years after April 30, 1988, in which you worked at least 300 hours in Covered Employment.

d. If your Annuity Starting Date is after April 30, 1990, but before January 1, 1992, 2.25% of the total contributions due on your behalf for Plan Credit Years after April 30, 1988, in which you worked at least 300 hours in Covered Employment.

e. If your Annuity Starting Date is after December 31, 1991, but before May 1, 1998, the sum of the following:

(1) 2.25% of the total contributions due on your behalf for Plan Credit Years between May 1, 1988, and April 30, 1990, in which you worked at least 300 hours in Covered Employment, plus

(2) 2.5% of the total contributions due on your behalf for Plan Credit Years between May 1, 1990, and April 30, 1993, in which you worked at least 300 hours in Covered Employment, plus

(3) 2.7% of total contributions due on your behalf for each of the Plan Credit Years between May 1, 1993, and April 30, 1995, in which you worked at least 300 hours in Covered Employment, plus

(4) 3.0% of the total contributions due on your behalf during the Plan Credit Year beginning May 1, 1995, and ending April 30, 1996, if you worked 300 hours in Covered Employment in that Plan Credit Year; plus

(5) 3.25% of the total contributions due on your behalf during each Plan Credit Year beginning May 1, 1996, and thereafter, in which you work at least 300 hours in Covered Employment.

f. If you earn at least one-quarter (¼) of a Pension Credit in a Plan Credit Year beginning on or after May 1, 1998, and you have a first Annuity Starting Date on or after October 1, 1998, 3.25% of the total contributions made on your behalf during each Plan Credit Year between May 1, 1988, and April 30, 2004, in which you worked at least 300 hours in Covered Employment and earned at least one-quarter (¼) of a credit;

Plus:

g. 2.25% of the total contributions made on your behalf during each Plan Credit Year beginning on or after May 1, 2004 through April 30, 2009, in which you worked at least 300 hours in Covered Employment and earned at least one-quarter (¼) of a credit and 1.30% of the total contributions made on your behalf during each Plan Credit Year beginning on or after May 1, 2009, in which you worked at least 300 hours in Covered Employment and earned at least one-quarter (¼) of a credit.

EXAMPLE: George earned five Pension Credits before May 1, 1988 plus $60,000 of contributions made on his behalf from May 1, 1988 through April 30, 2004 plus $15,000 of contributions made on his behalf from May 1, 2004 through April 30, 2009 plus $6,000 of contributions made on his behalf since May 1, 2009. In addition, he never separated from Covered Employment. His Regular/Deferred Pension at age 62, based on a Single Life Annuity, is $2,615.50 per month (5 x $50.00 + $60,000 x 3.25% + $15,000 x 2.25% + $6,000 x 1.30%).

3. Form of Regular/Deferred Pension.

The Regular/Deferred Pension can be taken in several different forms (see Section 4 of this booklet). The amounts set forth above for the Regular/Deferred Pension are for the Single Life Annuity starting at your Normal Retirement Age and continuing until your death (subject to the 36-month guarantee). If you take your pension early or late or take a different form of pension, such as a Husband-and-Wife pension, the actual amount of your monthly benefits will be adjusted so that the amount you receive is at least the actuarial equivalent of the Single Life Annuity.

C. EARLY RETIREMENT PENSIONS

1. Eligibility Requirements.

If your Annuity Starting Date is on or after May 1, 2004, you are eligible for an Early Retirement Pension if:

a. you are age 55 but not yet 62, and

b. you have at least nine Pension Credits including at least five Pension Credits earned during the Contribution Period or you have five years of Vesting Service.

2. Amount of the Early Retirement Pensions.

The amount of the Early Retirement Benefit is reduced from the amount of the Regular/Deferred Pension Benefit because you are younger when your benefit begins; this means, of course, that you will probably be paid a benefit for a longer time. If your Annuity Starting Date is on or after November 1, 1994, your Regular/Deferred Pension Benefit will be reduced by one-eighth (⅛) of one percent (1%) for each of the first 24 months by which your Annuity Starting Date precedes your reaching age 62, and by one-quarter (¼) of one percent (1%) for each month by which your Annuity Starting Date precedes your reaching age 60.

3. Form of Early Retirement Pension.

The Early Retirement Pension, like the Regular/Deferred Pension, can be taken in several different forms (see Section 4 of this booklet). If you choose a form other than the Single Life Annuity, the amount of your benefits will be reduced for your early retirement and will then be adjusted so that it is the actuarial equivalent of the Single Life Annuity.

D. SERVICE PENSION

1. Eligibility Requirements.

You are entitled to a Service Pension if you have at least 30 Pension Credits, including reciprocal credits (credits granted you pursuant to a reciprocity agreement with another Laborers' pension plan for your work within the jurisdiction of a Local Union other than Locals 42 or 110), and without any limitations on Credits you earned prior to May 1, 1988.

2. Amount of Service Pension.

The amount of the Service Pension will be equal to the amount of the Regular/Deferred Pension, limited to 25 Pension Credits earned prior to May 1, 1988, and without any reduction for early commencement.

3. Form of Service Pension.

The Service Pension, like the Regular/Deferred Pension, can be taken in several different forms. If you choose a form of benefits other than the Single Life Annuity, the amount of your benefits will be adjusted so that it is the actuarial equivalent of the Single Life Annuity.

E. DISABILITY PENSION

1. Permanent and Total Disability Defined.

You shall be permanently and totally disabled if the Trustees, in their sole discretion, find on the basis of medical evidence,

a. That you are disabled by bodily injury or disease so that you are prevented from engaging in any further employment or gainful pursuit in the building trades industry, or if you are not a laborer, you are prevented from further employment or gainful pursuit of the same sort as, or of a sort similar to, the employment you had just before your disability commenced;

and

b. That your disability will be permanent and continuous during the rest of your life.

2. Proof of Permanent and Total Disability.

In determining whether you are permanently and totally disabled, the Trustees may accept the certification of any duly licensed physician acceptable to them, may require you to submit to examination by a doctor or doctors they select, or may accept a finding of disability by the Social Security Administration. The Trustees may also require you to be periodically examined by a doctor or doctors of their choice to confirm your disability is ongoing.

3. Eligibility Requirements.

You are eligible for a Disability Pension if:

a. you are permanently and totally disabled;

b. you have nine or more Pension Credits, and

c. you have worked in Covered Employment for at least 300 hours in the 24 months immediately preceding the date you become disabled.

4. The Amount of the Disability Pension.

If your Annuity Starting Date is on or after July 16, 2014, your Disability Pension will be the equivalent to the Regular/Deferred Pension reduced to reflect your age as for Early Retirement as described above, except that the maximum reduction shall be 18%.

5. Form of Disability Pension.

The Disability Pension, like the other pensions, can be taken in several forms. The amounts set forth above are for the Single Life Annuity form. If you choose a different form, the amount of your benefits will be adjusted so that it is the actuarial equivalent of the Single Life Annuity.

6. Duration of Disability Pension

a. Commencement. You will be entitled to receive Disability Pension benefits for the first calendar month following the calendar month in which your disability began. However, those benefits will not actually be paid until you complete a waiting period that ends on the first day of the fourth calendar month following the calendar month in which your disability began. For example, if you become disabled on May 15, 2015, and you otherwise meet the requirements for Disability Pension benefits, you will be entitled to benefits on June 1, 2015, but you will not actually receive those benefits until at least September, 2015.

b. Retroactive Payment of Additional Disability Benefits. If you are prevented from filing an application for Disability Pension benefits beyond the end of the four-month waiting period, you may receive retroactive Disability benefits for the period between the first day of the fourth month in which the disability began and your Annuity Starting Date. In no event will Additional Disability Benefits be paid for a period of more than 24 months. The Additional Disability Benefit is a benefit which you may not claim more than once.

c. Termination. As with the other types of pension benefits, when your Disability Pension benefits will terminate depends on the form of pension you choose. However, your Disability Pension will also terminate if you cease to be totally and permanently disabled. In that case, you may apply for any other pension benefit for which you qualify or you may return to Covered Employment. Prior to June 1, 2014, if you do cease to be permanently and totally disabled, the amount of any other Pension Benefits you receive will be actuarially reduced to reflect the Disability Pension Benefits you received (but not the Additional Disability Benefits).

F. PRO-RATA RECIPROCAL PENSION

1. Description of Pro-Rata Reciprocal Pensions.

A pro-rata reciprocal pension is designed to provide you with a pension when you have worked under the jurisdiction of this Plan and under the jurisdiction of other Laborers' pension plans which have reciprocal agreements with this Plan, but have not accrued sufficient credit under any one plan to qualify for a pension, or where, because your credit is split between plans, your pension would be less than the full amount.

2. Eligibility Requirements, Amount of Benefits, and Other Terms and Conditions.

This Plan is party to pro-rata reciprocal pension agreements with quite a number of pension plans and each agreement is slightly different. Therefore, if you have worked within the jurisdiction of other Laborer's pension plans, it is important that you contact this Plan Office and each other pension plan office to get a complete description of the characteristics of and the rules governing the specific pro-rata reciprocal pension arrangement that affects your eligibility for benefits and the amount of the benefits.

Generally, however, if you are subject to a pro-rata reciprocal pension agreement, all of the pension credits (not vesting credits) you earned under all other plans subject to a pro-rata reciprocal agreement with this Plan will be counted by this Plan for purposes of determining your eligibility for benefits under this Plan. However, if you have worked under this Plan and one or more reciprocal plans and accumulated fractional years of Pension Credit in a Plan Credit Year which together add up to more than one year of credit, the Pension Credit recognized under this Plan will be limited to one year. The eligibility and pension accrual rates in effect at the time of your accrual of credits under this Plan will be used to determine your eligibility for and the amount of the benefits due to you from this Plan.

Furthermore, this Plan's rules regarding Breaks in Service, suspension of benefits, proof of eligibility for benefits, and other conditions shall apply to any reciprocal benefits provided by this Plan.

G. MONEY FOLLOWS THE MAN RECIPROCITY

This Plan is also party to a number of "money follows the man" reciprocal agreements with other pension plans. Pursuant to these agreements, if you are working outside the geographic area of this Plan, you can ask the pension plan in the area where you are working to forward the contributions it receives on your behalf back to this Plan. When this Plan receives those contributions, it will give you credit as if you had earned those contributions under this Plan.

Please note, if you ask this Plan to forward pension contributions it receives on your behalf to your home pension plan, you will get neither benefit nor vesting credit from this Plan for the contributions or the Hours of Service that generated those contributions.

H. LATE PENSION

1. Eligibility Requirements.

If you do not take your pension benefits on or before your Normal Retirement Age, and your benefits are not suspended (see pages 32 through 35), you will be eligible for Late Pension Benefits.

2. Amount of Late Pension.

The amount of the Late Pension will be the amount of the Regular/Deferred Pension adjusted upward to reflect your greater age on your Annuity Starting Date.

3. Form of Late Pension.

The Late Pension, like the Regular/Deferred Pension is available in several forms. If you take your Late Pension in a form other than a Single Life Annuity, the amount of your benefits will be adjusted so that it is the actuarial equivalent of the Single Life Annuity form of benefits.

I. MAXIMUM BENEFITS

You may not receive benefits from this Plan that exceed the limits set forth in Section 415(b) of the Internal Revenue Code. Generally, that section of the Code provides the maximum annual benefit payable from the Plan cannot exceed $210,000 (for 2015) adjusted for your actual age. If you retire before your Normal Retirement Age or select a form of benefits other than the Single Life Annuity, the maximum annual benefits payable may be lower.

SECTION 4. FORMS OF BENEFITS

A. GENERALLY

Once you qualify for any type of benefit, for example, for a Regular/Deferred Pension, you must elect the form in which you want your benefits paid. All of the pension amounts shown in Section 3 are based on the Single Life Annuity with a 36-Month Guarantee. This is your normal form of benefits if you are single. If you are married, your normal form of benefits is the 50% Husband-and-Wife Pension (see pages 24 through 26). If you and your Spouse do not elect otherwise, your benefit will be paid in the appropriate normal form. If your benefits are paid in any form other than the Single Life Annuity with 36-Month Guarantee, the actual monthly amount of your benefits will be the actuarial equivalent of the Single Life Annuity with a 36-Month Guarantee.

B. SINGLE LIFE ANNUITY WITH 36-MONTH GUARANTEE

If you choose the Single Life Annuity with 36-Month Guarantee, you will receive an annuity commencing on your Annuity Starting Date and continuing until your death. If you die before you have received 36 payments, the balance of the 36 payments will be paid to your surviving Spouse, if any. If there is no surviving Spouse, the benefits will be paid in equal shares to the members in the first category below in which there is a survivor:

1. Your named Beneficiary;
2. Your children;
3. Your parents;
4. Your siblings;
5. Your estate.

C. LEVEL INCOME OPTION

1. Description of Level Income Option.

The Level Income Option form of benefits permits you to roughly equalize your income prior to the time you are expected to start receiving Social Security benefits with your income after you are expected to start receiving Social Security Benefits.

If you are eligible for a Pension, you may elect to receive benefits in the form of a Level Income Option, unless the amount of your post-Social Security monthly benefit from this Plan would be less than twenty-five dollars ($25.00).

The Level Income Option pays higher monthly pension benefits until either age 62 or 65, and lower monthly pension payments after age 62 or 65. This benefit is designed to provide you with a pension benefit before age 62 or 65 that is roughly equal to the income you are expected to receive from the combination of Social Security benefits (at age 62 or 65) and benefits from this Plan after you are eligible for Social Security Benefits (at age 62 or 65).

However, the benefits provided under this option are not dependent on any aspect of benefits provided by Social Security or on whether you apply for, receive or are eligible for any such benefits. Your election must indicate in writing whether Social Security Benefits will commence at age 62 or 65, and the calculation of the Level Income Option will be based on your statement without regard to the actual commencement date of Social Security Benefits.

2. Conditions for Election of Level Income Option.

The following conditions must be met:

a. If you desire to elect the Level Income Option, you must obtain from the Social Security Administration, and submit to the Plan Administrator, an estimate of the retirement benefits which will be payable to you at age 62 or 65. The Plan's calculation of the Level Income Option will be based upon the estimate provided by the Social Security Administration, and will not be revised if the Social Security Administration's estimate is not correct.

b. Once payments under the Level Income Option commence, the Level Income Option may not be revoked.

c. Unless you file a valid waiver of the Qualified Joint and Survivor Annuity, the election of the Level Income Option will not change the amount of survivorship benefits payable to your Spouse. The amount payable to the surviving Spouse will continue to be 50% of the benefit which you would have received if you had not elected the Level Income Option.

d. In the event the earliest age at which you are entitled to begin receiving Social Security benefits is raised by legislation or regulation, and you elect Social Security Benefits to commence at age 62, and your Annuity Starting Date with the Level Income Option is prior to the effective date of the revision of the law, you will continue to receive the higher pre-Social Security Benefit until the new applicable earliest retirement age for Social Security benefits. The Plan will not reduce your pre-determined post-Social Security Benefit or Spouse's benefits as a result of the extended pre-Social Security Benefits.

EXAMPLE: Jeff is retiring on an Early Pension at age 55. His reduced Single Life Annuity is $2,500.00 per month. He provided the Fund Office with his estimated Social Security Benefit of $1,200.00 per month at age 62. Under the Level Income Option, Jeff will receive $3,099.00 ($2,500.00 + 0.4989 x $1,200.00) prior to age 62. At age 62, his pension will be decreased to $1,899.00 ($3,099.00 - $1,200.00) thereafter. Because Jeff is now expected to receive a Social Security Benefit of $1,200.00 per month, his total income from both sources is still $3,099.00 ($1,899.00 from the Plan + $1,200.00 from Social Security), which is the same amount he was receiving before age 62. Note that the actual Level Income Option factors can change each Plan Year so contact the Fund Office for more information when you retire.

3. 36-Month Guarantee.

To the extent you choose the Level Income Option based solely on your life without a Husband-and-Wife feature, you are guaranteed to receive payments equal to 36 times the monthly benefit which would have been payable to you under the Single Life Annuity form without regard to the Level Income Option. If you die before you have received payments equal to 36 times the monthly benefit under the Single Life Annuity form without regard to the Level Income Option, the balance of any remaining guarantee will be paid to your surviving Spouse. If you do not have a surviving Spouse, the guaranteed payments will be paid in equal shares to the members in the first category below in which there is a survivor:

a. Your named Beneficiary;

b. Your children;

c. Your parents;

d. Your siblings;

e. Your estate.

EXAMPLE: In the previous example, Jeff's reduced Single Life Annuity is $2,500.00 per month. Therefore, his total guarantee is $90,000.00 ($2,500.00 x 36 months).

D. HUSBAND-AND-WIFE BENEFITS AFTER RETIREMENT

1. Description of 50% Husband-and-Wife Pension.

The 50% Husband and Wife Pension is the normal pension form if you are married. If you are married, your pension benefit is automatically paid in the form of a 50% Husband-and-Wife Pension unless you and your Spouse reject this form of payment. If you are married on your Annuity Starting Date but have been married to that Spouse for less than one year, no spousal benefits are payable if you die or divorce prior to your one-year anniversary.

The 50% Husband-and-Wife Pension provides that, upon your death, 50% of your monthly benefit will be paid to your surviving Spouse for life. To provide this guaranteed benefit, the amount of your monthly benefit is reduced. The amount of the reduction in your benefit depends on your age and your Spouse's age. The reduction in your benefits is calculated as follows:

89.0% of Single Life Annuity minus 0.4% for each full year that your Spouse is younger than you or plus 0.4% for each full year that your Spouse is older than you.

In no event will the factor determined above exceed 99.9%.

EXAMPLE: John retires at age 62 and is eligible for a Regular/Deferred Pension of $700.00 per month. His wife is age 60. The reduction factor, based on the ages of John and his wife, is 88.2% (89.0% - 0.8%, (0.4% for each of the two years John's Spouse is younger than John)). John receives a 50% Husband-and-Wife Pension of $617.40 determined by multiplying $700.00 x 88.2% (rounded to $617.50). If John dies before his wife, she will receive a monthly benefit of half this amount, or $308.75 (rounded to $309.00), for the rest of her life.

2. Rejection of the 50% Husband-and-Wife Pension.

You may reject the 50% Husband-and-Wife Pension if your Spouse consents in writing to that rejection. The rejection and consent to the rejection must be made during the election period, which is the 180 days prior to your Annuity Starting Date. Further, that rejection must be made at least 30 days after you receive notice as to the significance of the 50% Husband-and-Wife Pension. The rejection and Spouse's consent must be witnessed by a notary public or a representative of the Plan. The rejection may be revoked during the election period.

You and your Spouse may waive the 30-day waiting period in writing. If you do so, the distribution of your benefits can commence eight or more days after you received the notice of your right to accept or reject the Husband-and-Wife Pension. In such a case, you can revoke your rejection of the Husband-and-Wife Pension anytime up through the seventh day after you received the notice.

3. Other Husband-and-Wife Pension Options.

In addition to the 50% Husband-and-Wife Pension, you may choose a 66-2/3% Husband-and-Wife Pension, a 75% Husband-and-Wife Pension or a 100% Husband-and-Wife Pension.

The 66-2/3% Husband-and-Wife Pension provides your surviving Spouse with a benefit after your death equal to 66-2/3% of the benefit you were receiving prior to your death. Your benefit is further reduced to provide the increased survivor benefit. The factors for calculating the 66-2/3% Husband-and-Wife Option are as follows:

> 86% minus 0.5% for each full year that your Spouse's age is less than yours or plus 0.5% for each full year your Spouse's age is greater than yours. The maximum factor is 99.9%.

The 75% Husband-and-Wife Pension provides your surviving Spouse with a benefit after your death equal to 75% of the benefit you were receiving prior to your death. Your benefit is further reduced to provide the increased survivor benefit. The factors for calculating the 75% Husband-and-Wife Option are as follows:

> 84.5% minus 0.5% for each full year that your Spouse's age is less than yours or plus 0.5% for each full year your Spouse's age is greater than yours. The maximum factor is 99.9%.

The 100% Husband-and-Wife Pension provides your surviving Spouse with a benefit after your death equal to 100% of the benefit you were receiving prior to your death. Again, your benefits are further reduced to provide this increased spousal benefit. The factors for calculating the 100% Husband-and-Wife Benefit are as follows:

> 80% minus .6% for each full year that your Spouse's age is less than yours or plus .6% for each full year your Spouse's age is greater than yours. The maximum factor is 99.9%.

Please note that if you are married, apply for benefits and validly elect the 66-⅔%, 75% or 100% Husband-and-Wife Pension, but die before your Annuity Starting Date, the Plan will determine your Spouse’s survivor benefit based on your benefit election.

4. Qualified Domestic Relations Order May Affect Right to Husband-and-Wife Pension.

The Plan is required by federal law to comply with the terms of a Qualified Domestic Relations Order (QDRO). Such orders may affect your right to the Husband-and-Wife Pension.

5. Pop-Up.

If you retire with a Husband-and-Wife Pension and 1) your Spouse dies before you, or 2) a divorce decree provides your Spouse is not to be treated as your surviving Spouse, then your pension will be increased to the amount that would have been paid to you if you had elected the Single Life Annuity. The effective date of your increased benefit is the first day of the month following your Spouse's death or the Plan's receipt of the divorce decree (or such later date as set forth in the decree).

To see how this works, let us look again at the example of John.

EXAMPLE: John is receiving a 50% Husband-and-Wife Pension benefit of $617.50 for life. If John's wife dies on October 24, then beginning in November, his pension benefit will be increased to $700.00 a month, the full amount of his Single Life Annuity form of benefit before the reduction for the Husband-and-Wife Pension.

E. SURVIVOR BENEFITS BEFORE RETIREMENT

1. Generally.

There are two types of benefits payable if you die before retirement - the 50% Surviving Spouse Benefit and the 36-Month Guarantee.

2. 50% Surviving Spouse Benefit.

If you are married and die before your Annuity Starting Date, your spouse will be eligible for a 50% Surviving Spouse benefit if you meet the following requirements:

a. Eligibility.

(1) You must be vested.

(2) You and your Spouse must have been married to each other for the entire one-year period ending on the date of your death.

(3) You must have earned an Hour of Service after April 30, 1976.

b. Amount and Commencement of Benefits.

If you are vested and die before the earliest date on which you could have taken an Early Retirement Pension, your Spouse is guaranteed a lifetime pension. The Spouse's pension is 50% of the Husband-and-Wife Pension which would have been payable if you had lived to your earliest Early Retirement Age and then retired with a 50% Husband-and-Wife Pension. If you have already met all of the requirements for an Early Retirement Pension at the time of your death, your Spouse will receive 50% of the Husband-and-Wife Pension you would have received if you had retired on the day before you died. If you are younger than age

62 and vested at the time of your death but you do not meet the service requirements for an Early Retirement Pension, the 50% Surviving Spouse Benefit will still be calculated as described above, using the appropriate Early Retirement and Husband and Wife factors based on your age and your Spouse's age.

Payments to your surviving Spouse will start the month after your death.

EXAMPLE: Suppose David is married, he and his wife are the same age, he dies at age 55 and his Regular/Deferred Pension is $2,000.00 per month. David's wife will receive a pension equal to the survivor portion of the 50% Husband-and-Wife Pension as if David had retired the day before he died. Had David retired and elected the 50% Husband-and-Wife Pension, he would have received $1,460.00 per month ($2,000.00 x 82% Early Retirement Factor at age 55 x 89.0% which is the 50% Husband-and-Wife Factor). David's Spouse will receive $730.00 per month ($1,460.00 x 50%) for the rest of her life.

3. 36-Month Guarantee.

If you die before your Annuity Starting Date and you and your Spouse, if any, do not qualify for the Surviving Spouse Pension, your Spouse will receive 36 monthly payments; provided that at the time of your death you were eligible for either a Regular or Early Retirement Pension or you had nine Pension Credits. If you do not have a surviving Spouse, the guaranteed payments will be paid in equal shares to the members in the first category below in which there is a survivor:

a. Your named Beneficiary;

b. Your children;

c. Your parents;

d. Your siblings;

e. Your estate.

If at the time of your death, you are already eligible for a Regular or Early Retirement Pension, the amount of the monthly payment to your Spouse or other Beneficiary shall be the amount to which you would have been entitled under the Single Life Annuity Form if you had retired on the day before your death. If at the time of your death you are not yet 55, the amount of the monthly payment to your Spouse or other Beneficiary shall be the amount that you would have received had you been 55.

If any Husband-and-Wife Pension or 50% Surviving Spouse benefit is in effect, the 36-Month Guarantee shall not apply.

EXAMPLE: Suppose David has only been married for six months when he dies at age 55, and his Regular/Deferred Pension is $2,000.00 per month. David's Spouse or other Beneficiary will receive a pension for up to 36 months equal to the Single Life Annuity David would have received as if he had retired the day before he died. Had David retired and elected the Single Life Annuity, he would have received $1,640.00 per month ($2,000.00 x 82% Early Retirement Factor at age 55). David's Spouse or other Beneficiary will receive the same $1,640.00 per month for up to 36 months.

4. Effect of Qualified Domestic Relations Order on Survivor Benefits.

As with post-retirement survivor benefits, your rights and the rights of your current Spouse may be affected by the terms of a QDRO.

F. SMALL BENEFIT CASHOUTS

If, prior to the commencement of payments, any form of benefit payable under this Plan has an actuarial present value of $5,000.00 or less as of the commencement date of the benefits, the Trustees may pay that benefit in a single lump sum, but shall not pay any benefit of over $1,000.00 in value without consent of the payee and Spouse, if any.

G. DEDUCTION FOR RETIREE MEDICAL COVERAGE, UNION DUES AND POLITICAL CONTRIBUTIONS

If you or your Beneficiary are eligible to make payments to the Greater St. Louis Construction Laborers Welfare Fund ("Welfare Fund") for retiree medical coverage, you (or your Beneficiary) may authorize in writing a deduction of the amount required for such retiree medical coverage. The amount will be deducted from your (or your Beneficiary's) monthly pension check. Such authorizations are strictly voluntary and may be revoked at any time.

If you are in pay status, you may authorize, in writing, a deduction from your monthly pension check in the amount required for union dues to Local 42 or 110 of the Laborers International Union of North America AFL-CIO to be credited to your account. Such authorizations are strictly voluntary and may be revoked in writing at any time.

If you are in pay status, you may authorize, in writing, a deduction of an amount designated by you for political contributions to Laborers' International Union of North America Political Action Committee ("LIUNA PAC") to be utilized in accordance with the guidelines set by the LIUNA PAC. Such authorizations are strictly voluntary and may be revoked in writing at any time.

SECTION 5. CLAIMS, APPEALS, BENEFIT PAYMENTS, AND BENEFIT SUSPENSIONS

A. APPLYING FOR PENSION

1. Generally.

You can get a pension application by writing, calling or visiting the Fund Office at the address shown at the front of the booklet. If you need any help in filling out your pension application, the staff at the Fund Office will assist you.

It is recommended that you file your application with the Trustees at the address of the Fund Office two to three months before your chosen Annuity Starting Date, which is the date for which benefits are first payable. This way, there will be enough time to gather all the necessary documents and information needed to process your application.

Once you contact the Fund Office, you will be provided with notices regarding the different amounts of benefits you would receive under the various benefit options. You will also receive an explanation of the Husband-and-Wife form of benefits and the procedures and forms for electing or waiving that form of benefit. Your chosen Annuity Starting Date must be no more than 180 days after you receive those notices and election forms. Your Annuity Starting Date must also be at least 30 days after you receive the explanation of the Husband-and-Wife benefits, but you and your Spouse may waive that 30-day waiting period.

2. Proof of Age and Marital Status Required

Instructions describing the types of acceptable proof of age will be provided with your application. The Husband-and-Wife Pension requires proof of your Spouse's age and proof of your marriage.

3. False Statements

False statements in your application may result in denial, suspension or discontinuance of your pension benefits or entitle the Trustees to recover pension payments made as a result of those false statements.

4. Applying for Surviving Spouse or Beneficiary Benefits.

As soon as possible after your death, your Spouse or Beneficiary should contact the Fund Office to request instructions about filing an application for benefits. A copy of your death certificate will be required.

5. Commencement and Termination of Benefits.

a. Pensions other than Disability Pensions.

Pensions other than Disability Pensions will commence on your chosen Annuity Starting Date, provided you have submitted an application for benefits prior to that date. Such pensions will end on your death subject to any Husband-and-Wife benefit or 36-month guarantee which may be applicable.

b. Disability Pensions.

Distribution of a Disability Pension begins at the earliest on the first day of the fourth month following the month in which your disability began. Benefits are, however, payable retroactive to the first day of the first month following the month in which your disability began, if your disability began on or after January 1, 1998.

Disability benefits will terminate on your death, subject to any Husband-and-Wife benefit or 36-month guarantee. Your Disability Pension will also end if you recover from the disability. If that happens, you may apply for any other pension for which you may be eligible. Prior to June 1, 2014, the benefits payable to you under another type of pension will be actuarially reduced to reflect the value of Disability Pension benefits you have received.

6. Required Beginning Date – Mandatory Distributions at 70½

You are required to start taking your pension by April 1 of the calendar year following the calendar year in which you reach age 70½, even if you remain at work. Any additional benefits you earn after this "required beginning date" will be offset by the value of benefits paid during the period of benefit accrual. Any necessary recalculation of benefits will be effective February 1 of the year following the Pension Credit Year in which you earned the additional benefits.

B. PLAN'S REVIEW OF CLAIM AND YOUR RIGHT TO APPEAL DENIAL OF BENEFITS

1. Review of Claim

When all of the forms, information and documents required to complete the claim process have been submitted, the Plan will review the claim and determine whether to grant or deny it.

The Plan will provide the claimant with a response to the claim within 90 days after the claimant submits all of the necessary documentation. This 90-day period may be extended up to 90 additional days. Claims for disability benefits will be decided within 45 days, with up to a 60-day extension.

If a claim is denied, the claimant will be furnished, in writing:

- the specific reasons for the denial,
- the specific Plan provisions on which the denial is based,
- a description of any additional material or information needed to reconsider the claim, and an explanation of why the material is necessary,
- an explanation of the review procedure and the time limits, and

- notice of the claimant's right to sue the Plan under Section 502 of ERISA following an adverse determination by the Trustees on appeal.

If your claim for disability benefits is denied based on medical considerations, the Plan will also explain those medical reasons and describe any rule, guideline, or protocol the Plan relied on and make that rule, guideline or protocol available to you.

If circumstances require an extension of time to process the claim, the Plan Office will notify the claimant of the anticipated length of the delay and the reasons for the delay.

2. Right to Appeal From Denial of a Claim

If a claim is denied in whole or in part, the claimant or his or her authorized representative may, within 180 days after the Fund sends notice of the denial:

- make a written request for a claim review by the Board of Trustees,
- review or receive free of charge, upon written request, copies of documents relating to the denial, and
- submit issues and comments in writing to the Board of Trustees.

Such requests should be sent to:

Board of Trustees
Construction Laborers' Pension Trust
of Greater St. Louis
2357 59th Street
St. Louis, Missouri 63110

The Board of Trustees or a designated committee will decide the appeal no later than the date of the meeting of the Board that immediately follows the Plan's receipt of the appeal, unless the appeal is filed within 30 days preceding the date of such meeting. In that case, a decision may be made no later than the date of the second meeting following the Plan's receipt of the appeal. If special circumstances require a further extension, a decision will be rendered no later than the third meeting of the Board following the Plan's receipt of the appeal. If such an extension is required because of special circumstances, you will be provided with written notice of the extension describing the special circumstances and the date as of which the determination will be made, prior to the beginning of the extension. You will be notified of the determination as soon as possible, but no later than five days after the determination is made. The Trustees will send to you or your Spouse or Beneficiary the decision in writing and will include the specific basis for the decision and specific references to Plan provisions on which the decision was based. The decision of the Board or its designated committee will be final and binding on all concerned.

If a claim for disability benefits was denied for medical reasons, the Trustees shall not defer to the same medical professional who was consulted with respect to the original claim, but will consult a different independent medical professional who has experience and training in the field of medicine involved. The Trustees will disclose the names of the medical professionals and will provide a statement that voluntary alternate dispute resolution options may be available.

Under federal law, the claimant has a right to bring a civil action under Section 502(a) of ERISA if he or she is dissatisfied with the decision of the Board of Trustees on any appeal. Before bringing such an action, the claimant must exhaust the Plan's claims and appeals procedures. Any such action under ERISA must be filed within two years of the date on which the last appeal was denied.

C. SUSPENSION OF PENSION BENEFITS ON RE-EMPLOYMENT OR CONTINUED EMPLOYMENT AFTER NORMAL RETIREMENT AGE

If you return to "Disqualifying Employment" after your Annuity Starting Date, your monthly benefits will be suspended. Similarly, your benefits will be suspended if you continue in Disqualifying Employment after your Normal Retirement Age. Different rules apply depending on your age. Further, the definition of Disqualifying Employment with regard to benefits you earned before January 1, 1983, is different from the definition of Disqualifying Employment for benefits you earned on or after January 1, 1983. This means that it is possible that your continued employment or reemployment could cause just part of your monthly benefit to be suspended.

1. Disqualifying Employment For Benefits Accrued After January 1, 1983.

a. Before Age 62.

If you have not reached age 62, Disqualifying Employment is

(1) Any Employment in work regularly performed by Laborers or any building trades craftsman, or if you are a non-laborer participant, employment of the same or similar nature as that in which you were employed while contributions were being made to the Plan on your behalf;

(2) Self-employment in the same business or a related business as any Contributing Employer; or

(3) Employment or self-employment in any work which is or may be under the jurisdiction of the Union.

Your pension benefits will be suspended for each month during which you are engaged in Disqualifying Employment and, after you cease Disqualifying Employment, for one additional month, up to a total of 12 consecutive additional months, for each month in which you were in Disqualifying Employment. Also, if you fail to notify the Fund Office, as required below, of your Disqualifying Employment or if you have made willful misrepresentations to the Plan regarding any period, your benefits will be suspended for a second additional month, up to a maximum of 12 consecutive months, for each month during which you were in Disqualifying Employment. Your benefits will not be suspended for these additional months after you reach age 62.

b. After Age 62.

If you have attained age 62, your monthly benefit shall be suspended for any month in which you work or are paid for at least 40 hours in Disqualifying Employment. After attainment of age 62, "Disqualifying Employment" means employment or self-employment that is:

(1) in an industry covered by the Plan when your pension began;

(2) in the geographic area covered by the Plan when your pension began; and

(3) in any occupation in which you worked under the Plan at any time or any occupation covered by the Plan when your pension began.

In any event, work for at least 40 hours in a month for which contributions are required to be made to the Plan shall be Disqualifying Employment.

The term "industry covered by the Plan" generally, means the Construction Industry and its suppliers who normally employ Laborers but includes any other industry in which Employees covered by the Plan were employed when your pension began or, but for suspension under this provision, would have begun.

The geographic area covered by the Plan is the State of Missouri as well as the remainder of any Standard Metropolitan Statistical Area which falls in part within Missouri and any other area covered by the Plan when your pension began or, but for suspension under this provision, would have begun.

The geographic area covered by the Plan shall also include any area covered by a Plan which, under a Reciprocal Agreement in effect when your pension payments began, had forwarded contributions to the Plan, on the basis of which this Plan accrued benefits for you.

Your benefits will be permanently withheld in any months in which you are employed in Disqualifying Employment.

2. Disqualifying Employment for Benefits Accrued Before January 1, 1983.

a. Before Age 62.

If you have not reached age 62, Disqualifying Employment is:

(1) Any employment regularly performed by laborers or any building trades craftsmen, or in the case of non-laborer participants, employment of the same or similar nature as that in which you were employed as a participant;

(2) Self-employment in the same or related business as any Contributing Employer; or

(3) Employment or self-employment which is or may be under the jurisdiction of the Union.

b. After Age 62.

If you have reached age 62, Disqualifying Employment is:

(1) Employment or self-employment for 40 or more hours in a month as a laborer in the construction industry within the geographic jurisdiction of the Union; or

(2) For non-laborer participants, employment within the geographic jurisdiction of the Union of the same or similar nature as the employment you had immediately prior to your retirement.

3. Notice of Return to Work Required.

You must notify the Fund Office in writing within 30 days after starting work of a type that is or may be Disqualifying Employment, regardless of how many hours you intend to work. If you are retired and intend to return to work, you should ask for a determination from the Fund Office as to whether that work will be considered Disqualifying Employment. If you disagree with the determination, you may request a review within 90 days. You also have the same right to a review if the Trustees determine that your benefits will be suspended for work in Disqualifying Employment. In either case, your request for a review must be submitted in writing in the same way and will be processed in the same way as an appeal of pension denial as described above on pages 30 through 32.

If your pension is suspended because of Disqualifying Employment, you must also notify the Fund Office in writing when the Disqualifying Employment ends.

If you have worked in Disqualifying Employment in any month and have failed to give timely notice to the Plan, the Trustees will presume that you worked for at least 40 hours in such month and any subsequent month until you give notice that you have ceased Disqualifying Employment. If you have worked in Disqualifying Employment for any number of hours for a contractor at a building or construction site and you have failed to give timely notice to the Plan, the Trustees will presume that you have engaged in such work for as long as the contractor has been and remains actively engaged at that site. You have the right to overcome these presumptions by establishing to the satisfaction of the Trustees that your work was not an appropriate basis for suspension of benefits.

4. Part-Time Training Fund Instructor

Part-time non-covered employment as an instructor for the AGC Eastern Missouri Laborers Joint Training Fund is not Disqualifying Employment if:

a. the employment occurs on or after August 1, 2011;

b. the employment is less than 1,000 hours in a calendar year; and

c. if previously employed in Covered Employment with the Training Fund, you have had a separation of service of at least 120 days before starting employment as a part-time instructor.

5. Resumption of Pension Rights.

When you have your benefits suspended and then want to receive your checks again, you must write to the Fund Office and tell them your name, social security number and the date you quit work again. The pension will be reinstated as of the first day of the first month following the latest of:

a. the date you stopped working;

b. the date you asked the Fund Office to start payments again;

c. the end of any additional months added by the Trustees to the time benefits were suspended.

Actual payment may begin up to three months later.

It is important to know that if you work in Disqualifying Employment and also receive checks, you must pay back the pension amounts you got when you were not allowed to receive them. The Pension Fund will take back pension payments which were improperly received. The Trustees may withhold the first check due (which may be up to three months' payments) when you stop working again, plus 25% of the future monthly benefit if that is necessary to recover benefits paid to you while you were working. The 25% reduction will also be made to any Spouse or Beneficiary benefit if you die before the total amount is paid back.

6. Special Program for Resumption of Covered Employment after Retirement from May 1, 2015, to October 31, 2015

Covered Employment shall not constitute Disqualifying Employment if all of the following conditions are met:

a. The Pensioner works no more than 474 hours during the time period of May 1, 2015, through October 31, 2015. If the Pensioner works 475 hours or more, the Suspension of Benefits rules in this Section 6.6 shall apply.

b. The Pensioner does not work in the position filled until after the Contributing Employer contacted the St. Louis Laborers' Local Unions 42-110 or the Eastern Missouri Laborers' District Council seeking an active Employee and the position remained unfilled for 48 hours.

d. The Contributing Employer pays the Pensioner the same rate as an active Employee, including remitting hourly contributions to the Plan and to the affiliated benefit funds.

Pensioners who Work in Covered Employment under this Subsection 6.6(h) will receive applicable Pension Credits under the Plan and will receive an annual pension recalculation before the beginning of the 2016 Plan Credit Year.

This Subsection 6.6(h) does not change the Suspension of Benefits rules in this Section 6.6 for any employment after October 31, 2015.

7. Effect of Suspension on Subsequent Benefits.

Your monthly benefit amount, after any overpayments have been withheld, will be recalculated if you retired after your Normal Retirement Age and if you earned a year or more of Vesting Service after you returned to work. In this case, your new Pension amount would be your previous Pension plus the additional benefit you earned after returning to work.

If you retired before your Normal Retirement Age (except disability), the monthly amount will be adjusted for your new age when your benefits begin again (up to your Normal Retirement Age) if your pension had been withheld for at least three months. The amount will also be adjusted for the pension payments you received before you went back to work.

D. RECOVERY OF MISTAKENLY PAID BENEFITS

If through mistake or reliance on false or inaccurate information, the Plan pays out benefits that are not due or pays out excessive benefits, the Plan shall have the right to recover such mistaken payments or overpayments from the individual to whom or on whose behalf the benefits are paid. Further, the Plan shall have the right to reduce the future benefits payable to, for, or on behalf of such individuals, as well as benefits payable to the surviving Spouse or Beneficiaries of such individual.

E. QUALIFIED DOMESTIC RELATIONS ORDERS

If you are involved in a divorce or other proceeding in which a QDRO may be entered, contact the Plan Office for a copy of the QDRO procedure and sample QDRO.

SECTION 6. PLAN TERMINATION

The Trustees may in their discretion terminate the Pension Plan. In the event of the termination, the Trustees shall apply the Fund to pay or provide for payment of any and all obligations of the Fund and shall distribute and apply any remaining surplus in such manner as will, in their opinion, carry out the purposes of the Fund. However, no part of the assets or income of the fund shall be used or diverted to purposes other than for the exclusive benefit of the participants, their families, beneficiaries or dependents or the administrative expenses of the Fund. Under no circumstances shall any portion of the assets or income of the Fund, directly or indirectly, revert or accrue to the benefit of Employers or Local Unions.

SECTION 7. IMPORTANT FACTS ABOUT THE PLAN

A. NAME OF PLAN.

This Plan is known as the Pension Plan of the Construction Laborers' Pension Trust of Greater St. Louis.

B. BOARD OF TRUSTEES.

A Board of Trustees is responsible for the operation of this Plan. The Board of Trustees consists of Employer and Union representatives selected by the Employers and the Union which have entered into Collective Bargaining Agreements which relate to this Plan. If you wish to contact the Board of Trustees, you may use the address and telephone number shown below.

Construction Laborers' Pension Trust
of Greater St. Louis
2357 59th Street
St. Louis, Missouri 63110
Telephone: (314) 644-2777
Facsimile: (314) 645-1366

The Trustees of the Plan are:

C. Plan Sponsor and Administrator.

The Board of Trustees is both the Plan Sponsor and Plan Administrator. The day-to-day business of the Plan is conducted by the staff employed by the Trustees at the Fund Office.

D. Identification Numbers.

The number assigned to this Plan by the Board of Trustees pursuant to instructions of the Internal Revenue Service is 001. The number assigned to the Board of Trustees by the Internal Revenue Service is 43-6142465.

E. Agent for Service of Legal Process.

The Board of Trustees is the Plan's agent for service of legal process. Accordingly, if legal disputes involving the Plan arise, any legal documents should be served upon the Board of Trustees or any individual Trustee at the Fund Office. Service on a Trustee shall constitute service on the Plan.

F. Collective Bargaining Agreements.

This Plan is maintained pursuant to Collective Bargaining Agreements between the Contributing Employers and the Union. You may receive a copy of any Collective Bargaining Agreement by making a written request to the Board of Trustees. A reasonable fee may be charged for copying.

You may also examine copies of such agreements at the office of the Board of Trustees on reasonable notice.

G. Source of Contributions.

The benefits described in this booklet are provided through Employer Contributions. The amounts of Employer Contributions and the Employees on whose behalf contributions are made are determined by the provisions of the Collective Bargaining Agreements.

A complete list of the employers and employee organizations sponsoring the plan may be obtained by participants and beneficiaries upon written request to the Board of Trustees, and is available for examination by Participants and Beneficiaries.

Upon written request, the Board of Trustees will advise you as to whether a particular employer contributes to the Plan and, if so, will provide that employer's address.

H. Pension Trust's Assets and Reserves.

All assets are held in trust by the Board of Trustees for the purpose of providing benefits to eligible participants and defraying reasonable administrative expenses.

I. Plan Year.

The Plan Year of the Plan as well as the Fiscal Year of the Trust begins on May 1 and ends April 30 of each year.

J. Type of Plan.

This is a defined benefit plan maintained for the purpose of providing retirement benefits to eligible Participants.

K. Eligibility and Benefits.

The types of benefits provided and the Plan's requirements with respect to eligibility for participation and benefits, as well as circumstances under which you may cease to be eligible for participation or that may result in disqualification, ineligibility or denial or loss of any benefits are fully described in this booklet.

L. Pension Benefit Guaranty Corporation.

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by:

1. 100% of the first $11 of the monthly benefit accrual rate and

2. 75% of the next $33.

The PBGC's maximum guarantee limit is $35.75 per month times a participant's years of service. For example, the maximum monthly guarantee for a retiree with 30 years of service would be $1,072.50.

The PBGC guarantee generally covers:

1. Normal and early retirement benefits;

2. Disability benefits if you become disabled before the plan becomes insolvent; and

3. Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

1. Benefits greater than the maximum guaranteed amount set by law;

2. Benefit increases and new benefits based on plan provisions that have been in place for fewer than five years at the earlier of:

    a. The date the plan terminates or

    b. the time the plan becomes insolvent;

3. Benefits that are not vested because you have not worked long enough;

4. Benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and

5. Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, contact the Fund Office or contact the PBGC at: (800) 400-7242 or (202) 326-4000. TTY/TDD users can call (800) 877-8339 and ask to be connected to (800) 400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

M. RIGHTS AND RESPONSIBILITIES.

As someone who is eligible for benefits from this Plan, you are no doubt aware of the fact that the benefits are paid in accordance with Plan provisions out of a trust fund which is used solely for that purpose. If you have any questions or problems as to benefit payments, you have the right to get answers from the Trustees who administer the Plan.

The same basic rights have also been incorporated in the Employee Retirement Income Security Act, which Congress adopted in 1974, for application to all benefit plans. Those rights are set forth in Section 8 of this Booklet.

N. POWERS OF BOARD OF TRUSTEES

Nothing in this Summary Plan Description is meant to interpret or change in any way the provisions expressed in the Plan. Only the full Board of Trustees is authorized to interpret the Plan of Benefits described in this booklet. The Trustees have the discretion and authority to interpret, construe and apply all of the terms of the Plan and any other documents pursuant to which the Plan is operated, including any ambiguous terms and any terms regarding eligibility for benefits or the benefits that may be due. Any interpretation, construction or application made by the Board of Trustees shall be final and binding. The decisions of the Trustees are intended to be subject to the most deferential standard of judicial review.

No employer or union nor any representative of any employer or union, in such capacity, is authorized to interpret this Plan, nor can any such person act as agent of the Trustees. The Trustees reserve the right to amend, modify or discontinue all or part of this Plan, whenever, in their judgment, conditions so warrant. Such changes are made by majority vote of those Trustees present at a meeting of the Board of Trustees at which a quorum is present.

SECTION 8. STATEMENT OF RIGHTS UNDER EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

As a participant in the Pension Plan of the Construction Laborers' Pension Trust of Greater St. Louis, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

A. Receive Information About Your Plan and Benefits

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 insurance contracts, Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and Collective Bargaining Agreements, copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan’s annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (generally, age 62, or, if later, your age on the fifth anniversary of your participation) 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 twelve (12) months. The plan must provide the statement free of charge.

B. Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

C. Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report 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. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you sued to pay these costs and fees. If you lose, the court may order you pay these costs and fees, for example, if it finds your claim frivolous.

D. Assistance with Your Questions

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, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, 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 Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.