KANSAS CONSTRUCTION TRADES
OPEN END PENSION TRUST FUND

SUMMARY PLAN DESCRIPTION

January 1, 2019

Table of Contents

INTRODUCTION

If you are a member of a participating union of the Kansas Construction Trades or are a Special Class Employee of a Participating Employer, you may be eligible to participate in the Kansas Construction Trades Open End Pension Plan (called the "Plan" in this booklet). The Plan was established to provide you and your Beneficiary with retirement income.

This booklet (your "summary plan description" or "SPD") is a summary of the Kansas Construction Trades Pension Plan Document and explains the benefits provided by the Plan as well as your rights and responsibilities under the Plan. The Trustees of the Kansas Construction Trades Open End Trust Fund are the Plan sponsor and maintain the Plan.

The official Plan Document and Trust Agreement(s) contain the complete provisions which govern the Plan. **In the event of a conflict or inconsistency between this SPD and the Plan Document, the Plan Document will govern.** If you have questions about any provision of this Summary Plan Description, you should make a written request to the Fund Office for a copy of the Plan Document and review the more detailed and complete provision in the Plan Document.

The Plan was originally established effective January 1, 1969 and is amended from time to time by the Trustees, as they deem appropriate or as required by law. Please keep in mind that only the Board of Trustees is authorized to interpret the Plan. While you may receive information about the Plan from your Union or from your Employer, that information is not official.

The Plan as described in this SPD generally applies to Participants who have Termination Years in 2018 or later. For ease of reference, certain historical or transitional rules are included in the SPD. However, generally, the benefits for employees who had a Termination Year prior to January 1, 2018, were determined in accordance with the Plan as in effect at the time of retirement or termination and the provisions applicable to those employees are covered in prior SPDs.

This SPD outlines:

- Who is eligible to participate in the Plan.
- How retirement pension benefits are calculated.
- How these pension benefits may be paid.
- How your spouse or Beneficiary is protected.
- Your rights related to the Plan.
- Who administers the Plan and how to contact them.

Some capitalized terms used in this SPD have special meanings. Beginning on the next page, you will find a glossary which defines these terms.

Este folleto contiene un resúmen en inglés de sus derechos y beneficios del plan y acuerdo con Kansas Construction Trades Open End Pension Plan. Si tiene alguna dificultad en entender cualquier parte de este folleto favor comunicarse con Gary Muckenthaler, el administrador del plan, en su oficina localizada en 4101 Southgate Drive, Topeka, KS 66609. Sus horas de oficina son de 8:00A.M. a 5:00P.M. lunes a viernes. También puede usted llamar la oficina del administrador del plan a 1-800-432-3595 para solicitar ayuda.

CHECKLIST OF THINGS FOR YOU TO DO

! **Save this booklet.**

Keep this booklet and put it in a safe place. If you lose your copy, you may request another copy from the Fund Office. Tell your family, particularly your spouse, about this booklet and its location.

! **Let the Fund Office know where you are and if you experience any important life events, such as marriage or divorce.**

Keep the Fund Office informed of any change in your mailing address, telephone number, or marital status, to make sure you and anyone related to your benefit will receive all communications relevant to them. Always include your correct Social Security number, mailing address, and telephone number with all correspondence.

! **If you are thinking about retirement or terminating employment in the construction industry:**

Get the information you need from the Fund Office and file your application in plenty of time. We suggest that you apply three (3) months before you would like your benefits to begin. You will need copies of certain documents, such as birth certificates, marriage certificates, divorce decrees, qualified domestic relations orders, or death certificates. If you have any questions, the Fund Office can advise you as to what materials you will need in order to submit a completed application.

! **Check your options.**

There may be waiting periods and deadlines in connection with various types of benefit options provided by the Plan. You should check your options from time to time, especially when there is a change in your family status, such as a marriage or divorce. If in doubt, check with the Fund Office.

! **Keep your records.**

Accuracy and completeness of records of your work in Covered Employment can be important in determining your eligibility and the amount of your benefit. You can protect yourself against possible future difficulty by checking the benefit statements you receive. Try to keep pay vouchers, payroll check stubs and other evidence of employment you may receive until you are sure you have been credited with that work.

! **Designate a Beneficiary.**

For the protection of the person or persons you want the Plan death benefits to go to, be sure that you have made your designation of Beneficiary known to the Fund Office. If your Beneficiary should die before you, or if for any other reason you want to change your choice, you should promptly request and submit a proper form from the Fund Office.

! **Any Questions? Ask the Fund Office.**

You should contact the Fund Office with any questions you have about the Plan or about any disagreement you may have concerning your records. Remember, only information in writing, signed on behalf of the Trustees, can be considered official.

GLOSSARY OF DEFINED TERMS

Active Participant is a participant who earned 500 or more Hours of Service in the prior Plan Year.

Accrued Benefit is the monthly pension payable at your Normal Retirement Date, computed on the basis of your Past Service, Future Service and Benefit Accrual Account.

Annuity Starting Date is, generally, the first day of the first month for which you receive a pension payment. However, if you are receiving a disability pension, your Annuity Starting Date will be your Normal Retirement Date.

Beneficiary is the person or persons you name by written designation filed with the Plan Administrator to receive payments after your death. The designation of your Beneficiary must be received by the Trust Fund Office prior to your death to be valid. Your spouse must consent to your designation of any non-spouse Beneficiary. If you get divorced, any designation of your former spouse will be null and void as of the date of the divorce. However, you may re-designate your former spouse after the divorce. If you do not designate anyone or if your designated Beneficiary is deceased, any benefit payable will go to the first surviving class of the following: (a) spouse, (b) children, (c) parents, (d) siblings or (e) your estate.

Benefit Accrual Account is the account credited with contributions required to be made by a Participating Employer on your behalf. It is credited with contributions if you complete at least 500 Hours of Service in a Plan Year. Also, prior to January 1, 2017, if you have at least 10 years of Future Service at the beginning of the Plan Year, your account will be credited with contributions if you complete at least 200 Hours of Service during the Plan Year. For Plan Years beginning on and after January 1, 2017, your account will be credited with contributions only if you complete at least 500 Hours of Service during the Plan Year, regardless of your years of Future Service. In addition, effective January 1, 1999 through December 31, 2016, once you have 10 years of Future Service before January 1, 2017, you will be credited with contributions previously made to the Plan but that were forfeited because of a Permanent Break in Service. Also effective January 1, 1999 through December 31, 2016, if you work fewer than 500 Hours of Service in the first year you are covered by the Plan and then work five consecutive years in which you complete at least 500 Hours of Service before January 1, 2017, your Benefit Accrual Account will be retroactively credited with contributions for your initial year.

Contribution increases required under the Fund's Rehabilitation Plan are non-accruing and are not included in the Benefit Accrual Account.

Board of Trustees or Trustees are the union and employer representatives that are the Plan Sponsor and function as the Plan Administrator.

Break in Service is a Plan Year in which you are credited with fewer than 500 Hours of Service. However, you will not incur a Break in Service if you leave Covered Employment due to injury or sickness provided you are not absent for more than 24 months and you return to work within 30 days of your recovery.

Collective Bargaining Agreement is a union contract between a Participating Employer and a local participating union that requires the Participating Employer to make payments to the Plan.

Covered Employment is any period of employment by an Employee with a Participating Employer for which a Participating Employer was required to make contributions to the Plan under a Collective Bargaining Agreement or under a written agreement to make payments to the Plan on behalf of a Special Class Employee.

Credited Service is the sum of all Past Service and Future Service performed by an Employee and is used to determine vesting and eligibility for benefits.

Disqualifying Employment is employment/self-employment of 40 or more hours per month within the Plan's geographic area and in the industry covered by the Plan and which involves the use of, or supervision of the skills of, a trade or craft covered by the Plan at the time your Pension begins. Any work for which a Participating Employer is required to make a contribution to your Benefit Accrual Account is automatically disqualifying.

Employee is any person on whose behalf payments are required to be made to the Plan pursuant to a Collective Bargaining Agreement or an agreement covering Special Class Employees.

Employer or Participating Employer is an employer obligated under a Collective Bargaining Agreement to make payments to the Plan on behalf of an Employee and any other employer obligated under a written agreement to make payments to the Plan on behalf of a Special Class Employee. Information as to whether a particular employer or employee organization participates in the Plan may be obtained from the Plan Administrator.

Equivalent Actuarial Value means the equivalent value of one form of benefit when converted to another form of benefit, based on the interest rate and mortality assumptions specified in the Plan.

Future Service is Covered Employment on and after January 1, 1969, including "combined service credit" from certain other union-sponsored plans with which the Trustees have a reciprocal agreement. One year of Future Service is credited for each Plan Year for which contributions are payable on your behalf for 500 or more Hours of Service.

Hour of Service means, with respect to each Plan Year:

(a) each hour for which you are paid or entitled to be paid by a Participating Employer for the performance of duties or for vacation or holiday,

(b) each hour for which you are paid or entitled to be paid by a Participating Employer for time you did not work due to illness, incapacity, disability, layoff, jury duty, military duty or leave of absence, to a maximum of 501 hours for any single continuous period,

(c) each hour for which back pay, irrespective of mitigation of damages, is awarded or agreed to by a Participating Employer, excluding any hours credited under (a) or (b), and limited as described in (b),

(d) solely for determining if you have incurred a Break in Service, each hour which would normally be credited under (a) or (b) (or, if a Participating Employer cannot determine the hours normally credited, eight hours per day) during a period of

Parental Leave, to a maximum of 501 hours for any Plan Year. The hours will be credited for the Plan Year in which the Parental Leave began or in the immediately following Plan Year, whichever is needed to prevent a Break in Service, and

(e) solely for determining if you have incurred a Break in Service, each hour which would normally be credited under (a) or (b) (or, if a Participating Employer cannot determine the hours normally credited, eight hours per day) during a period of FMLA leave.

No hours will be credited for any period during which you do not work and receive payments solely to comply with unemployment compensation, workers' compensation or disability insurance laws. Also, to the extent required by law, you will be credited for periods of absence due to service in the uniformed services of the United States.

Inactive Participant is a Participant who earned fewer than 500 Hours of Service in the prior Plan Year.

Normal Retirement Age means the earliest of the following:

(a) Your 60^{th} birthday, provided you are Vested at that time, or

(b) The date on which you are credited with at least 30 years of Future Service or combined service credit *provided* you are at least age 55.*

*Effective May 22, 2010, special transition rules apply to you if you have 30 years of Future Service and are under the age of 55. If you are younger than 55 and have 30 years of Future Service, you may commence receipt of your benefit only if you stop working in the trades. Benefits accrued prior to May 22, 2010 will not be reduced for early commencement. Benefits accrued on and after May 22, 2010 and paid prior to reaching age 55 will be reduced for early commencement. If you recommence working in the trades, it will be considered disqualifying employment and your pension will be suspended until you reach age 55 or stop working in the trades.

NOTE: In accordance with Internal Revenue Code Section 411(a)(8), you will be treated as having attained Normal Retirement Age upon ***the later of*:** i) Age 65, or ii) the 5^{th} anniversary of the time you commenced participation in the Plan, if that later date occurs before you satisfy the definition of Normal Retirement Age set forth above.

Normal Retirement Date is the first day of the calendar month immediately following the date you attain Normal Retirement Age.

Parental Leave is a period during which you are absent from work immediately following active employment because of your pregnancy, the birth of your child, or the placement of a child with you in connection with the adoption of that child by you, or for purposes of caring for that child for a period beginning immediately following birth or placement.

Participating Employer, see Employer.

Participant means a Pensioner, an Employee who meets the requirements for participation in the Plan, or a former Employee who has not suffered a Permanent Break in Service.

Past Service is service credited prior to January 1, 1969 (which was the date the Plan was originally established) for periods during which you (1) resided and worked within the jurisdiction of a union on the date the union first negotiated a Collective Bargaining Agreement requiring contributions to the Plan, and (2) worked for a Participating Employer who was operating under the terms of a bona fide and signed Collective Bargaining Agreement with a union. Such service is credited for each Plan Year in which you were credited with at least 600 Hours of Service, up to a maximum of 10 years.

Pensioner means a Participant or former Participant who is currently receiving benefits under the Plan.

Permanent Break in Service means five consecutive Break in Service years.

Plan or Pension Plan is the Kansas Construction Trades Open End Pension Trust Fund Plan Document, as amended.

Plan Administrator is the Board of Trustees, Kansas Construction Trades Open End Pension Trust Fund.

Plan Year is the calendar year.

Qualified Joint and Survivor Annuity is a form of payment that pays you a reduced monthly pension during your lifetime and upon your death pays 85% or 50% of that amount to your surviving spouse.

Rehabilitation Plan is a plan that was required by law to be adopted by the Pension Plan to increase the Plan's funded status. The Rehabilitation Plan may be modified by the Trustees as they deem necessary. Part of the Rehabilitation Plan involves the adoption of one of two schedules (the "Preferred Schedule" or the "Default Schedule") by Participating Employers and Unions. Please refer to Appendix A for more information.

Spousal Consent is written consent given by your spouse to your election of a form of pension and/or a Beneficiary other than your spouse. The specified form or specified Beneficiary cannot be changed unless further Spousal Consent is given or your spouse expressly waives the right to consent to any future changes. Spousal Consent must be witnessed by a Plan representative or notary public. Spousal Consent applies only to the particular spouse who provides such consent.

Special Class Employees are (1) full-time salaried and hourly employees of the Trust Fund Office and (2) full-time salaried and hourly employees who are non-collectively bargained employees of a Participating Employer that has entered into a written agreement with the Trustees of the Plan to cover its non-collectively bargained employees under the Plan and satisfies certain other obligations specified in the Plan. You are considered full-time if you are expected to earn at least 1,000 Hours of Service each Plan Year.

Termination Year is a Plan Year in which you are credited with less than 500 Hours of Service.

Trust Agreement means the Agreement and Declaration of Trust creating the Kansas Construction Trades Open End Pension Trust Fund, entered into as of October 3, 1968, as amended from time to time.

Trustees or Board of Trustees means the persons designated in the Trust Agreement to manage and administer the Plan and the Trust Fund, and their successors.

Union means a participating local union that has a Collective Bargaining Agreement with a Participating Employer which provides for pension contributions to the Plan.

Vested means you have a nonforfeitable right to a benefit from the Plan.

HIGHLIGHTS OF THE PLAN

Participation

You become a Participant in the Plan once you have worked one Hour of Service for which contributions are required to be made on your behalf by a Participating Employer. Your participation will end when you are no longer employed by a Participating Employer **if** you are not Vested.

Who Pays for It

Participating Employers contribute to the Plan for each Hour of Service you earn. You do not make any contributions to the Plan.

Retirement Options

Normal Retirement: Retirement at the earlier of age 60 (if Vested) or the date on which you have been credited with at least 30 years of Future Service or combined service credit, *provided* you are at least age 55.

Effective May 22, 2010: If you are younger than 55 and have 30 years of Future Service, you may commence receipt of your benefit only if you stop working in the trades. Benefits accrued prior to May 22, 2010 will not be reduced for early commencement. Benefits accrued on and after May 22, 2010 and paid prior to reaching age 55 will be reduced for early commencement. If you recommence working in the trades, it will be considered disqualifying employment and your pension will be suspended until you reach age 55 or stop working in the trades.

Late Retirement: Retirement after your Normal Retirement Date

Early Retirement: Retirement at age 55 through Normal Retirement Age with 10 years of Future Service

Disability Retirement: Retirement as a result of disability, with 10 years of Future Service at the time of disability. To receive disability retirement, you cannot yet be eligible for normal or late retirement. Disability payments generally cannot start before age 55. However, after September 1, 2005, you may be eligible for disability retirement if you are younger than age 55 but have at least 25 years of Future Service. After January 1, 2010, you may be eligible for disability retirement if you are at least 50 years old and you have at least 20 years of Future Service.

Vested Termination: If you terminate after becoming Vested, but prior to becoming eligible to retire, you will be entitled to a Vested pension starting at your Normal Retirement Date equal to a percentage of your Accrued Benefit, as follows:

If your last year of Future Service was before 1995		If your last year of Future Service was in 1995, 1996 or 1997 OR if your first Hour of Service was on or after January 1, 2017		If your last year of Future Service was 1998 or later (but your first Hour of Service was prior to January 1, 2017)	
Years of Future Service Earned	Percentage Vested	Years of Future Service Earned	Percentage Vested	Years of Future Service Earned	Percentage Vested
5	50%	5	100%	2	25%
6	60%			3	50%
7	70%			4	75%
8	80%			5 or more	100%
9	90%				
10 or more	100%				

Retirement Benefit

Your monthly pension benefit is calculated based on your Past Service, Future Service, the contributions made to your Benefit Accrual Account, and when you retire. Different payment options are available, which can affect the amount of your monthly pension benefit.

Please note that if your Employer has adopted one of the schedules under the Rehabilitation Plan in Appendix A, your benefits may accrue at a different rate. Check with the Plan Administrator to see if your Employer has adopted one of these schedules.

Beneficiary Protection

The Plan provides certain benefits for your spouse or Beneficiary in the event of your death.

ELIGIBILITY AND CONTRIBUTIONS

Eligibility

If you are a member of a Collective Bargaining Unit or are a Special Class Employee, you are eligible to become a Plan Participant if a Participating Employer is required to make contributions to the Plan on your behalf.

The Collective Bargaining Units that participate in the Plan are listed on page 38. You may obtain an updated listing of Participating Employers and Unions at any time from the Trust Fund Office. Prior to changing jobs, you may want to check to see if your new employer is a Participating Employer and if you will be working in Covered Employment to ensure that you will continue to earn benefits under the Plan.

Contributions

You are not required or permitted to make any contributions to the Plan. The cost of the Plan is paid by the Participating Employer(s) for whom you work, based on your Hours of Service. The amount of contributions by Participating Employers is determined by the Collective Bargaining Agreement that governs your employment if you are a collectively-bargained employee and by the Participating Employer's written agreement with the Trustees if you are a Special Class Employee.

Amounts contributed to the Plan on your behalf are reflected in your Benefit Accrual Account, which will be established for you when you become a Participant. Your Benefit Accrual Account is credited for a Plan Year if:

- You are an Active Participant in a Plan Year, or

- For Plan Years prior to January 1, 2017, you have at least 10 years of Future Service at the beginning of the Plan Year and you are credited with 200 or more Hours of Service in the Plan Year. For Plan Years beginning on and after January 1, 2017, your account will be credited with contributions only if you complete at least 500 Hours of Service during the Plan Year, regardless of your years of Future Service.

- In addition, effective January 1, 1999 through December 31, 2016, once you are credited with 10 years of Future Service before January 1, 2017, your Benefit Accrual Account will be credited with contributions that were previously credited on your behalf but which were forfeited due to a Permanent Break in Service.

- Also effective January 1, 1999 through December 31, 2016, if you work fewer than 500 Hours of Service in the first year you are covered by the Plan and then work five consecutive years in which you complete at least 500 Hours of Service before January 1, 2017, your Benefit Accrual Account will be retroactively credited with contributions for your initial year.

The amount contributed for each Hour of Service varies based on the Collective Bargaining Agreement or other agreement with a Participating Employer under which the work was performed.

Your Benefit Accrual Account is used to calculate the amount of your monthly pension and, in the event of your death, some or all of it may be paid in a lump sum to your Beneficiary. However, you are not permitted to withdraw funds credited to your Benefit Accrual Account. If you stop working in Covered Employment before you are Vested and you incur a Permanent Break in Service, the amount credited to your Benefit Accrual Account will be forfeited.

How Your Service is Calculated

Your Accrued Benefit is calculated based on your service with one or more Participating Employers. There are two different types of service with which you may be credited—Past Service and Future Service. You cannot be credited with both Past Service and Future Service in the same Plan Year.

Past Service

Past Service is credited for service ***prior to January 1, 1969*** (which was the date the Plan was originally established). You are eligible for this type of service if:

- You resided and worked within the jurisdiction of a union on the date the union first negotiated a Collective Bargaining Agreement requiring contributions to the Plan, and
- You worked for a Participating Employer who was operating under the terms of a bona fide and signed Collective Bargaining Agreement with a union.

Past Service is credited for each Plan Year in which you were credited with at least 600 Hours of Service, up to a maximum of 10 years.

Future Service

Future Service is credited for service ***on and after January 1, 1969,*** beginning on the date contributions to the Plan were first required to be made on your behalf – that is, when you first began working for a Participating Employer.

Future Service is credited for each Plan Year in which contributions become payable on your behalf for 500 or more Hours of Service. You receive Future Service credit as long as you remain employed with Participating Employers, even if you work for several Participating Employers during the course of a Plan Year. Future Service includes any "combined service credit" you receive from a related plan, as discussed under the Related Plans subsection below.

Future Service for Plan Years before January 1, 1976, is based on the benefit account statements mailed to you for the period ending December 31, 1975.

Pension Credit during periods of Uniformed Service

- If you perform any Uniformed Service as defined under the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA), the Heroes Earnings Assistance and Relief Tax Act of 2008, as amended and any other relevant laws and regulations, vesting, benefits, and service credit will be provided as required by law and consistent with the Plan and any rules established by the Trustees. For you to receive credit under the Plan for your Uniformed Service, you must follow the law's requirements for notifying the Plan that you are leaving Covered Employment for Uniformed Service and for reporting to work when you return from your Uniformed Service. If you follow these requirements, the service credit you receive for your period of Uniformed Service may prevent you from incurring a Break in Service under the Plan.

Death during Uniformed Service

If you die as a result of your Uniformed Service, your Beneficiary will be granted all benefits required by USERRA even though you did not return to work.

Break in Service

For one reason or another, you may be credited with fewer than 500 Hours of Service in a Plan Year.

Generally, you will incur a one-year Break in Service for any Plan Year in which you do not have at least 500 Hours of Service. However, you will not incur a Break in Service if your failure to complete 500 Hours of Service is due to injury or sickness (not exceeding 24 months), as long as you re-enter employment within 30 days of recovery from sickness or injury. If you are affected by this rule, it is your responsibility to ensure that the Trust Fund Office is informed about the reason you failed to complete 500 Hours of Service in a Plan Year. You will incur a Permanent Break in Service if you incur five or more consecutive one-year Breaks in Service.

Once you become Vested in any portion of your Accrued Benefit, you will not lose prior service credit if you have one or more Break in Service years.

However, if you are not Vested in any portion of your Accrued Benefit and you incur a Permanent Break in Service, you will lose all of your Past Service and Future Service and any amounts credited to your Benefit Accrual Account will be forfeited.

Related Plans

The Trustees have entered into reciprocal agreements with certain other union-sponsored plans ("related plans"). Under these reciprocal agreements, you may be able to have your service under a related plan recognized under this Plan. This credit is computed on the same basis as it was earned and credited under the related plan, and as such amount is certified by the related plan to this Plan. The total service credited under this Plan and related plans is referred to as your "combined service credit" and is included in your Future Service. Not more than one year of combined service credit will be counted for any calendar year.

In addition, contributions made on your behalf to a related plan may be transferred to or accepted from a related plan, provided you sign a valid transfer request and such transfer is approved by the Trustees. You should advise the Plan Administrator if you have prior service under a plan that you think may be a related plan.

Yearly Statement

Each year, you will receive a statement of the number of Hours of Service with which you were credited for the previous Plan Year and the amounts credited to your Benefit Accrual Account. You have 90 days from the date you receive your statement to object to the statement, after which your right to object is waived. A sample statement is included in the back of this SPD.

Types of Pensions and How Your Benefit is Calculated

There are several types of pensions available under the Plan. The type of pension for which you are eligible is based on your age, years of service, the date you retire or terminate and, in some cases, whether you are disabled.

Normal Retirement

You are eligible for a normal retirement pension commencing as of your Normal Retirement Date. As is indicated in the Glossary, you attain Normal Retirement Age on the earlier of the following:

- Your 60^{th} birthday (if Vested), or
- The date on which you have been credited with at least 30 years of Future Service or Combined Service Credit, *provided* you are at least 55.*

*Effective May 22, 2010, special transition rules apply to you if you have 30 years of Future Service and are under the age of 55. If you are younger than 55 and have 30 years of Future Service, you may commence receipt of your benefit only if you stop working in the trades. Benefits accrued prior to May 22, 2010 will not be reduced for early commencement. Benefits accrued on and after May 22, 2010 and paid prior to reaching age 55 will be reduced for early commencement. If you recommence working in the trades, it will be considered disqualifying employment and your pension will be suspended until you reach age 55 or stop working in the trades.

Your monthly Accrued Benefit payable beginning on your Normal Retirement Date is equal to:

$3 per month for each year of Past Service;
plus
A percentage of the amount in your Benefit Accrual Account.

The percentage of the amount in your Benefit Accrual Account varies, based on your last year of Future Service, as follows:

If your last Year of Future Service was:

Prior to 1990	1990-1991	1992-1993	1994-2002	2003-2005	2006	2007 or later
4.52%	4.75%	5.65%	6.3% of contributions before 1999	6.3% of contributions before 1999	6.3% of contributions before 1999	6.3% of contributions before 1999
			Plus: 5.0% of contributions in 1999 or later	Plus: 5.0% of contributions for 1999 – 2002	Plus: 5.0% of contributions for 1999 - 2002	Plus: 5.0% of contributions for 1999 - 2002
				Plus: 3.0% of contributions for 2003 or later	Plus: 3.0% of contributions for 2003 - 2005	Plus: 3.0% of contributions for 2003 - 2005
					Plus: 2.0% of contributions for 2006 or later	Plus: 2.0% of contributions for 2006
						Plus: 1.5% of

If your last Year of Future Service was:

Prior to 1990	1990-1991	1992-1993	1994-2002	2003-2005	2006	2007 or later
						contributions for 2007 or later

Your Benefit Accrual could be different than what is described above if your Employer has adopted one of the schedules under the Rehabilitation Plan described in Appendix A. Please contact the Plan Administrator to determine if your benefits are affected by the Rehabilitation Plan.

Effective January 1, 2003, if you incur a Break in Service and return to work in Covered Employment on or after January 1, 2003 and have amounts credited to your Benefit Accrual Account, your normal retirement pension will be calculated separately for each period of employment which is separated by a Break in Service. This will be done by applying the formula in effect as of the date you incur a Break in Service. However, in no event will your benefit be less than the benefit you had earned as of December 31, 2002.

> ***For example:*** Assume you worked for six years in Covered Employment and had a final year of Future Service for 1993. You then return to work in Covered Employment in 2003 and earn years of Future Service for 2003 and 2004. Because your periods of Covered Employment were separated by a Break in Service and you returned to work after January 1, 2003, your normal retirement Pension will be calculated in two pieces. The first portion, which is based on your first period of Future Service, will be calculated using the 5.65% factor for amounts credited to your Benefit Accrual Account before 1994. The second portion, which is based on your second period of Future Service, will be calculated using the 3.0% factor for amounts credited to your Benefit Accrual Account in 2003 and later.

If you start receiving your normal retirement pension as of your Normal Retirement Date and continue to work in Covered Employment, you can continue to receive your monthly pension payments with respect to benefits accrued prior to January 1, 2017. Benefits accrued on and after January 1, 2017, are subject to suspension under the Plan's disqualifying employment rules both before and after your Normal Retirement Date. If you work enough Hours of Service in any Plan Year to earn an additional year of Future Service, your normal retirement pension will be recalculated effective as of the following January 1 to reflect your additional pension accrual. However, additional accruals earned on and after January 1, 2017 shall be suspended until you cease working in disqualifying employment.

Late Retirement

You can elect to postpone starting your pension until the first day of any calendar month following your Normal Retirement Date. One effect of postponing your pension is that you will delay your Annuity Starting Date, which is the date that irrevocably determines the form of payment of your pension. For example, assume you started your pension on your Normal Retirement Date, were married at that time and you elected the Qualified Joint and Survivor Annuity form of payment. You continue to work for several years and your spouse dies before you stop working. You would not be able to elect another form of payment because your pension would have already started in the form of the Qualified Joint and Survivor Annuity. You need to consider carefully when you should start your pension, based on your personal circumstances.

If you delay starting your pension until after your Normal Retirement Date, when you start your pension payments, your late retirement pension will be payable retroactive to your Normal Retirement Date. You may receive monthly payments in an amount that is increased to reflect the retroactive amounts you were entitled to receive beginning on your Normal Retirement Date. Alternatively, you can elect to receive a lump sum payment of your retroactive monthly payments and receive an unadjusted monthly benefit. Regardless of the manner in which you elect to receive your late retirement pension, your late retirement benefit will not take into account any Pension payments that were suspended for work in disqualifying employment performed after your Normal Retirement Date.

If you continue working after your Normal Retirement Date and elect to defer payment of your pension, you will receive a "suspension of benefits" notice from the Trust Fund Office that explains the effect of your suspension of payments on your future benefits.

You may start your late retirement pension once you stop working. If you are under age 62 when you stop working, you can postpone the start of your late retirement pension. However, once you have reached age 62, the Plan Administrator will no longer need your consent to start your late retirement pension and your late retirement pension will begin on the first day of the month following the month in which you last had contributions credited to your Benefit Accrual Account.

Early Retirement

You are eligible for an early retirement pension once you have completed at least 10 years of Future Service and have reached age 55 but not your Normal Retirement Date.

You may elect to start receiving your early retirement pension beginning as of the first day of any calendar month before your Normal Retirement Date after leaving employment with all Employers. If you start payments prior to your Normal Retirement Date, your Accrued Benefit will generally be reduced by 6.0% for each full and partial year that your pension starts before your Normal Retirement Date, to reflect the fact that payments will be made over a longer period of time. You may wait until your Normal Retirement Date to commence your pension, in which case there will be no reduction for early commencement. If you wait to begin your payments until after you have reached age 55 but before your Normal Retirement Date, payment of your pension may be retroactive to the earliest date you were eligible to begin receiving a pension, but only for up to three months before the month of your application. If you apply less than three months after the start of the year, payment of your pension will only be retroactive until the first of the year.

If your Employer has not adopted the Preferred Schedule under the Rehabilitation Plan (see Appendix A), your Early Retirement benefit will be different than what is described in this Section. Under the Preferred Schedule, Early Retirement is no longer subsidized; the benefit reduction for Early Retirement is changed from 1.5% for each year you begin receiving the benefit before your Normal Retirement Date to 6% for each year you begin receiving the benefit before your Normal Retirement Date. Please check with the Plan Administrator to determine if your Early Retirement is affected by the Rehabilitation Plan.

Disability Retirement

If you become disabled, have at least 10 years Future Service, and are not yet eligible for a normal retirement pension, you may be eligible for a disability pension. The Plan considers you disabled if you are eligible for, and are continually receiving, a Social Security disability benefit. You may receive your disability pension on the first day of the month following the later of:

(a) your 55^{th} birthday (if you have already submitted an application and proof of disability)
(b) the date you apply for a disability pension and submit proof of your disability

Beginning September 1, 2005, you may receive a disability benefit before age 55 if you have at least 25 years Future Service at the time of your disability. After January 1, 2010, you may be eligible for disability retirement if you are at least 50 years old and you have at least 20 years of Future Service. To receive any disability pension, you must file a written application for benefits and provide proof of disability. You may also be required to provide evidence of ongoing disability at any point during the period between the date of your disability retirement and your Normal Retirement Date.

The amount of your disability pension will be actuarially equivalent to the Normal Retirement Pension. This means that a calculation will be done to determine how many more years or months you will receive a benefit than if you had retired on your Normal Retirement Date. Your disability benefit will then be reduced to account for the longer amount of time you will receive a benefit. Over your lifetime you will generally receive the same amount you would have received had you retired on your Normal Retirement Date. You will simply receive a smaller monthly benefit because you began receiving benefits sooner.

If you retire under a disability pension, your disability pension will convert to a normal retirement pension as of your Normal Retirement Date. You will not be required to submit any evidence of ongoing disability after your Normal Retirement Date.

Vested Pensions

If you stop working for any Participating Employers prior to becoming eligible for an early, normal, late or disability pension, you will still be eligible for a pension if you are ***Vested***, which means that you have earned a nonforfeitable right to a benefit from the Plan. The amount of your vested pension will be a percentage of your Accrued Benefit (calculated as described in the section on normal retirement pensions), based on your number of years of Future Service, as follows:

If your last year of Future Service was before 1995		**If your last year of Future Service was in 1995, 1996 or 1997 OR if your first Hour of Service was on or after January 1, 2017**		**If your last year of Future Service was 1998 or later (but your first Hour of Service was prior to January 1, 2017)**	
Years of Future Service Earned	Percentage Vested	Years of Future Service Earned	Percentage Vested	Years of Future Service Earned	Percentage Vested
5	50%	5	100%	2	25%
6	60%			3	50%
7	70%			4	75%
8	80%			5 or more	100%
9	90%				
10 or more	100%				

If you have fewer than 10 years of Future Service, your Vested pension will be payable as of your Normal Retirement Date. If you have 10 or more years of Future Service, you may elect to start receiving your Vested pension as of the first day of any calendar month after your 55th birthday and before your Normal Retirement Date. If you start your Vested pension early, the amount you receive will generally be reduced 6.0% for each full year and partial year that payments start before your Normal Retirement Date, to reflect the fact that it will be paid over a longer period of time. If you wait to begin your payments until after you have reached age 55 but before your Normal Retirement Date, payment of your pension may be retroactive to the earliest date you were eligible to begin receiving a pension, but only for up to three months before the month of your application. If you apply less than three months after the start of the year, payment of your pension will only be retroactive until the first of the year. If you delay starting your pension until after your Normal Retirement Date, when you start your pension payments, your pension will be payable retroactive to your Normal Retirement Date.

If your Employer has adopted one of the schedules under the Rehabilitation Plan described in Appendix A your benefit could be different than what is described above. Please contact the Plan Administrator to determine if your benefit is affected by the Rehabilitation Plan.

Required Beginning Date

Unless you are still working in Covered Employment, benefits must be distributed to you beginning no later than April 1 of the year following the calendar year in which you attain age 70 ½. If you are still working in Covered Employment, then benefits must be distributed to you beginning no later than April 1 of the year following the calendar year in which you incur a Break in Service.

Accrued Benefit Calculation Examples

Following are some sample pension calculations. It is important to note that these examples are for illustration purposes only. Your retirement situation and benefit will differ from these examples. These calculations reflect the amount payable in the form of a single life annuity, which is the automatic form of payment for single participants and is an optional form for married participants. If your pension is paid in another form (e.g., a Qualified Joint and Survivor Annuity or a life annuity with a ten-year guaranteed period), your pension amount will be reduced to reflect that it will be paid over two lifetimes or is guaranteed for a longer period of time.

Normal Retirement Pension

Jim has 5 years of Past Service and 29 years of Future Service. He retires at age 60. His Benefit Accrual Account as of January 1, 1999 is $20,000. The portion of his Benefit Accrual Account contributed beginning January 1, 1999 and before January 1, 2003, is $5,000. The portion of his Benefit Accrual Account contributed beginning January 1, 2003 and before January 1, 2006, is $1,000. The portion of his Benefit Accrual Account contributed beginning January 1, 2006 and before January 1, 2007, is $2,000. The portion of his Benefit Accrual Account contributed beginning January 1, 2007, is $2,000. Jim's monthly Accrued Benefit would be calculated as follows:

$3	x	5 years of Past Service	=	$ 15.00
6.3%	x	$20,000 (Benefit Accrual Account at 12/31/1998)	=	1,260.00
5.0%	x	$5,000 (Benefit Accrual Account from 1/1/1999 and before 1/1/2003)	=	250.00
3.0%	x	$1,000 (Benefit Accrual Account from 1/1/2003 and before 1/1/2006)	=	30.00
2.0%	x	$2,000 (Benefit Accrual Account from 1/1/2006 and before 1/1/2007)	=	40.00
1.5%	x	$2,000 (Benefit Accrual Account after 12/31/2006)	=	30.00
Monthly Accrued Benefit				**$ 1,625.00***

Early Retirement Pension

Sally has 22 years of Future Service (and no years of Past Service). She decides to retire early at age 55 and start pension payments right away. Her Benefit Accrual Account is $19,000 as of December 31, 1998. The portion of her Benefit Accrual Account contributed beginning January 1, 1999 and before January 1, 2003, is $5,000. The portion her Benefit Accrual Account accumulated beginning January 1, 2003 and before January 1, 2006, is $1,000. The portion of her Benefit Accrual Account contributed beginning January 1, 2006 and before January 1, 2007, is $2,000. The portion of her Benefit Accrual Account contributed beginning January 1, 2007, is $2,000.

An early retirement pension is calculated in the same way as a normal retirement pension, except that a 6.0% reduction applies for every year and partial year that payments commence prior to the Participant's Normal Retirement Date. Since Sally is retiring and starting payments at age 55, which is 5 years before her Normal Retirement Date, her monthly benefit will be reduced by 30% (6.0% times 5 years) to adjust for the additional years the benefit will be paid.

6.3%	x	$19,000 (Benefit Accrual Account at 12/31/1998)	=	$ 1,197.00
5.0%	x	$5,000 (Benefit Accrual Account from 1/1/1999 and before 1/1/2003)	=	250.00
3.0%	x	$1,000 (Benefit Accrual Account from 1/1/2003 and before 1/1/2006)	=	30.00
2.0%	x	$2,000 (Benefit Accrual Account from 1/1/2006 and before 1/1/2007)	=	40.00
1.5%	x	$2,000 (Benefit Accrual Account after 12/31/2006)	=	30.00
Monthly Accrued Benefit Payable at Normal Retirement Date			=	$ 1,547.00
		Less 30% early reduction ($1,547.00 x 30%)	=	- 464.10
Net early retirement benefit payable at age 55			=	**$ 1,082.90***

* The manner in which your benefits are calculated may be different than those listed above if your Employer has adopted one of the schedules under the Rehabilitation Plan described in Appendix A. Please check with the Plan Administrator to determine if your benefits are impacted by the Rehabilitation Plan.

Disability Retirement Pension

Kevin has 17 years of Future Service (and no years of Past Service). He becomes disabled at age 52. His Benefit Accrual Account is $15,000 as of January 1, 1999. The portion of his Benefit Accrual

Account accumulated after January 1, 1999 and before January 1, 2003, is $5,000. The portion of his Benefit Accrual Account accumulated beginning January 1, 2003 and before January 1, 2006, is $1,000. The portion of his Benefit Accrual Account contributed beginning January 1, 2006 and before January 1, 2007, is $2,000. The portion of his Benefit Accrual Account contributed beginning January 1, 2007, is $900 beginning January 1, 2007.

6.3%	x	$15,000 (Benefit Accrual Account at 12/31/1998)	=	$	945.00
5.0%	x	$5,000 (Benefit Accrual Account from 1/1/1999 and before 1/1/2003)	=		250.00
3.0%	x	$1,000 (Benefit Accrual Account from 1/1/2003 and before 1/1/2006)	=		30.00
2.0%	x	$2,000 (Benefit Accrual Account from 1/1/2006 and before 1/1/2007)	=		40.00
1.5%	x	$900 (Benefit Accrual Account after 12/31/2006)	=		13.50
Monthly Accrued Benefit			=	**$**	**1,278.50***

Because disability pensions are not payable until age 55 unless the Participant has been credited with at least 25 years of Future Service, Kevin's disability pension will not be payable until the first day of the month following attainment of 55. However, Kevin's disability pension will be reduced for commencement prior to Normal Retirement Age.

Vested Pension

Christy leaves the trade in 2009, was credited with fewer than 500 hours in 2009, and had 4 years of Future Service (and no years of Past Service). Her Benefit Accrual Account as of December 31, 2005 is $1,500. The portion of her Benefit Accrual Account accumulated beginning January 1, 2006 and before January 1, 2007, is $1,500. The portion of her Benefit Accrual Account contributed beginning January 1, 2007 is $3,000. She is 75% Vested in her Accrued Benefit because she only has 4 years of Future Service.

3.0%	x	$1,500 (Benefit Accrual Account at 12/31/2005)	=	$	45.00
2.0%	x	$1,500 (Benefit Accrual Account from 1/1/2006 and before 1/1/2007)	=		30.00
1.5%	x	$3,000 (Benefit Accrual Account after 12/31/2006)	=		45.00
Monthly Accrued Benefit			=		120.00
		Multiplied by vesting percentage		x	75%
Vested Monthly Accrued Benefit Payable at Normal Retirement Date			=	**$**	**90.00***

* The manner in which your benefits are calculated may be different than those listed above if your Employer has adopted one of the schedules under the Rehabilitation Plan described in Appendix A. Please check with the Plan Administrator to determine if your benefits are impacted by the Rehabilitation Plan.

Partial Pensions

Some Participants with service under related plans with which the Trustees have reciprocal agreements (as previously discussed) may be eligible for partial pensions. To qualify for a partial pension, you must satisfy all of the following requirements:

- You would be eligible for a fully vested pension if your combined service credits were treated as credited service under this Plan; and

- You have at least one year (and no more than four years) of Future Service (based on employment since January 1, 1972).

If your combined service credit would be sufficient to establish rights under this Plan, your benefits will be based only upon your Benefit Accrual Account under this Plan.

There are additional requirements. If you have worked in a related plan and think you may be eligible for a partial pension, contact the Plan Administrator for more information.

Suspension of Benefits for Disqualifying Employment

If you begin receiving pension payments prior to your Normal Retirement Date (for example, if you are receiving an early retirement pension or a Vested pension) and you work in Disqualifying Employment, your monthly benefit may be suspended if you work or are paid for 40 or more Hours of Disqualifying Employment in a month. Beginning on your Normal Retirement Date, you are entitled to receive the portion of your monthly pension benefit that was earned prior to January 1, 2017, even if you continue to work. For benefits accrued on and after January 1, 2017, your monthly benefit may be suspended even after your Normal Retirement Date if you work or are paid for 40 or more Hours of Disqualifying Employment in a month.

Disqualifying Employment is any employment, including self-employment, in the industry covered by the Plan within the geographic area covered by the Plan (the Eastern one-half of the State of Kansas and the Kansas City, Missouri Standard Metropolitan Statistical Area) and which involves the use of or supervision of the skills of the trade covered by the Plan. Any work for which contributions to your Benefit Accrual Account are made is automatically Disqualifying Employment.

Pay for non-work time such as vacation, holiday, illness or other incapacity, leave of absence, jury duty, or layoff counts towards the 40-hour monthly limit. Time compensated under a workers' compensation or temporary disability law will not be counted.

Suspension means you do not receive benefits for the month(s) in question. Payments may later be resumed if you are not being paid for 40 or more hours of Disqualifying Employment. If you are paid benefits for a month in which it is later determined that you engaged in Disqualifying Employment, then such payments may be deducted from your future benefit amount.

It is important that you notify the Plan Administrator if you are engaged in or are planning to engage in employment that may be disqualifying. Failure to do so may result in suspension of benefits until such a time as proper notification and determination can be made. In addition, you are expected to notify the Plan when Disqualifying Employment has ended. The Trustees have the right to presume you are continuing in Disqualifying Employment until such notice is filed with the Plan.

In any event, you are entitled to review any suspension of benefits (or anticipated suspension of benefits if you think that your employment may be disqualifying) by making a written request to the Plan Administrator within 60 days of the notice of suspension.

Your benefit payments following a suspension of benefits are calculated based on the formula in effect after the period of suspension and will reflect any additional amounts credited to your Benefit Accrual Account. This amount may be reduced if you received payments prior to your restoration of benefits (or your Normal Retirement Date).

The Trustees may also waive suspension of benefits at their discretion. The Trustees have adopted a simplified procedure to determine how much, if anything, should be deducted from your benefit payments for suspensions prior to your Normal Retirement Date. This procedure is similar to the one used to determine if your Social Security benefits should be reduced because you earned more than the Social Security earnings test. The Trustees reserve the right to modify this procedure in the future. However, any simplified procedure will never suspend more of your benefit than if the more complex procedure is used.

Benefits Payable If You Die Before Pension Payments Start

If you die **before** you begin receiving an early, normal, late or Vested pension, certain benefits may be payable to your spouse or another Beneficiary. Benefits may also be payable if you die while receiving a disability pension.

If you die **after** you begin receiving your early, normal, late or Vested pension, the determination of whether any benefits are payable upon your death will be based on the form of your pension. See the section entitled "How Your Pension Is Paid" for details on the types of pensions payable under the Plan.

Surviving Spouse's Benefit for Vested Married Participants

If you are married and are Vested at the time of your death, your spouse will be entitled to a surviving spouse's pension starting on the first day of the month following what would have been the earliest retirement date for which you would have been eligible to start pension payments. Your spouse must submit a written application to the Plan Administrator for this benefit.

The amount of your surviving spouse's benefit will be 50% of the amount you would have received if you had retired when first eligible (or on your date of death if later) and received your pension in the form of a Qualified Joint and Survivor Annuity. If a surviving spouse's pension starts before your Normal Retirement Date, it will be reduced 6.0% for each full or partial year that it starts before your Normal Retirement Date.

If your Employer has adopted one of the schedules under the Rehabilitation Plan described in Appendix A your benefit could be different than what is described above. Please contact the Plan Administrator to determine if your benefit is affected by the Rehabilitation Plan.

Other Survivor Benefits

Prior to the adoption of the Rehabilitation Plan in 2010, the Plan provided that a lump-sum benefit would be payable if you were an active/inactive unmarried Participant at the time of your death. Under the Rehabilitation Plan, no lump-sum death benefit will be payable.

How Your Pension Is Paid

When you retire, there are several benefit payment options for you to consider. At the time of your retirement, you (and your spouse, if applicable) will need to decide which form of payment best suits your personal circumstances.

Lump Sum Payment of Small Amounts

If the present value of the pension payable to you is $5,000 or less, you shall be entitled to elect to receive a lump sum payment of Equivalent Actuarial Value. This payment will be made as soon as is administratively practicable. If the present value of the pension payable to you is $1,000 or less, a lump sum payment of Equivalent Actuarial Value will be made. If the present value of the pension payable to you pursuant to your rights under a Qualified Domestic Relations Order is $5,000 or less, a lump sum payment of Equivalent Actuarial Value will be made.

Single Participants

If the present value of your pension is greater than $5,000 and you are single on your Annuity Starting Date, the automatic form of payment of your pension under the Preferred Schedule is a ***single life annuity***, with no survivor benefit payable to your beneficiary.

Prior to your Annuity Starting Date, you may waive the automatic form of payment and elect an optional form of payment.

Prior to adoption of the Rehabilitation Plan in 2010, the automatic form of payment if you were single on your Annuity Starting Date was the ***single life annuity with a three year certain*** guaranteed period. The three-year certain payment is not available if your Employer has adopted the Preferred Schedule under the Rehabilitation Plan outlined in Appendix A. If your Employer has adopted the Preferred Schedule, no survivor benefit will be paid to a beneficiary upon your death under the single life annuity form of payment. Check with the Plan Administrator to see if the Rehabilitation Plan affects your benefits.

Married Participants

If the present value of your pension is greater than $5,000 and you are married on your Annuity Starting Date, the automatic form of payment of your pension is a ***Qualified Joint and Survivor Annuity***. Under this form of payment, you receive a reduced monthly Accrued Benefit during your lifetime. Upon your death, your surviving spouse will receive payments for his or her lifetime equal to 85% or 50% of the amount of your reduced monthly benefit. The amount of your monthly benefit under this form will be actuarially reduced based on your age and your spouse's age, and will be of Actuarial Equivalent Value to the Pension otherwise payable.

Prior to your Annuity Starting Date, you may, with Spousal Consent, waive the automatic form of payment and elect an optional form of payment.

Optional Forms of Payment

Instead of the automatic form of payment that applies to you, if the present value of your pension exceeds $5,000, you may elect in writing to waive the automatic form and receive your pension in an optional form of Equivalent Actuarial Value, as follows:

Option 1 ***Single Life Annuity***

Under this form of payment, you will receive a monthly Pension during your lifetime.

Option 2 ***Single Life Annuity with a Ten-Year Certain***

Under this form of payment, you will receive a reduced monthly Pension during your lifetime. If you die within 120 months of the date your pension starts, your Beneficiary will receive the same amount for the remainder of the 120-month guaranteed period. The amount of your reduced Accrued Benefit is the Equivalent Actuarial Value to the Qualified Joint and Survivor Annuity. If you die after the 120-month guaranteed period, no benefits will be payable upon your death.

Option 3 ***Joint and 85% Survivor Annuity with Pop-Up Feature***

Under this form of payment, you will receive a reduced monthly Pension payable for your lifetime and, upon your death, a monthly Pension payable to your spouse for your spouse's lifetime. Your spouse's monthly lifetime benefit will be 85% of the monthly benefit which was paid to you during your lifetime. Your lifetime monthly benefit is calculated by taking the amount which would have been payable to you as an unmarried Participant reduced actuarially based on your age and your spouse's age at retirement and the value of the pop-up feature.

If you elect this benefit form and your spouse dies before you do, your lifetime monthly benefit will be increased to the monthly amount you would have received if you were unmarried and had elected the applicable automatic form of payment.

Option 4 ***Joint and 50% Survivor Annuity with Pop-Up Feature***

Under this form of payment, you will receive a reduced monthly Pension payable for your lifetime and, upon your death, a monthly Pension payable to your spouse for your spouse's lifetime. Your spouse's monthly lifetime benefit will be 50% of the monthly benefit which was paid to you during your lifetime. Your lifetime monthly benefit is calculated by taking the amount which would have been payable to you as an unmarried Participant reduced actuarially based on your age and your spouse's age at retirement and the value of the pop-up feature.

If you elect this benefit form and your spouse dies before you do, your lifetime monthly benefit will be increased to the monthly amount you would have received if you were unmarried and had elected the applicable automatic form of payment.

Option 5 ***85% Joint and Survivor Annuity Benefit***

Under this form of payment, you will receive a reduced monthly Pension payable for your lifetime and, upon your death, a monthly Pension payable to your spouse for your spouse's lifetime. Your spouse's lifetime monthly benefit will be 85% of the benefit that was paid to you during your lifetime. This benefit form does not have a pop-up feature, and your monthly benefit will not increase if your spouse dies before you.

Option 6 ***50% Joint and Survivor Annuity Benefit***

Under this form of payment, you will receive a reduced monthly Pension payable for your lifetime and, upon your death, a monthly Pension payable to your spouse for your spouse's lifetime. Your spouse's lifetime monthly benefit will be 50% of the benefit that was paid to you during your lifetime. This benefit form does not have a pop-up feature, and your monthly benefit will not increase if your spouse dies before you.

Special Rules for Disability Pensioners

If you go out on a disability pension, the automatic forms of payment and optional forms of payment rules described above will apply when your disability pension starts.

Special Rules If You Start Your Pension After Your Normal Retirement Date

You are eligible to commence your pension at your Normal Retirement Date, even if you continue working. If you delay starting your pension, it will be payable retroactive to your Normal Retirement Date. You may receive monthly payments in an amount that is increased to reflect the amounts you were entitled to receive beginning on your Normal Retirement Date. Alternatively, you can elect to receive a lump sum payment of your retroactive monthly payments and receive an unadjusted monthly benefit.

Your Beneficiaries

If you receive the Single Life Annuity with a Ten-Year Certain and your designated Beneficiary dies before the guaranteed period ends, you may name a new Beneficiary. Be sure to contact the Plan Administrator to make such changes. If you are married and your pension is paid as a Qualified Joint and Survivor Annuity and your spouse dies before you, you cannot name another Beneficiary.

APPLYING FOR BENEFITS

How To Apply For A Benefit

You should contact the Plan Administrator at least 60 days before you plan to retire. You and your spouse (if applicable) will consult with a Plan Administrator representative about your options. Your benefits will be explained to you and you will need to choose the payment option best suited to your retirement needs by returning the signed and dated forms to the Plan Administrator. You can change your mind about the form of payment you want to receive any time during the 180-day period before your Annuity Starting Date. If you are married and wish to receive a pension in any form other than the Qualified Joint and Survivor Annuity, your spouse must consent to your election and the designation of any Beneficiary other than your spouse by submitting written Spousal Consent to the Plan Administrator witnessed by a notary public or a Plan representative.

Decision on Initial Claim

If your claim for benefits is denied in whole or in part, the Plan Administrator will notify you of the denial in writing within a reasonable period of time, but not later than 60 days, after receipt of your claim. The denial will provide an explanation of the following:

(1) the reasons for the denial,

(2) the Plan provisions on which the denial is based,

(3) an explanation of what other material or information is needed and why it is needed, and

(4) a description of the Plan's review procedures, including a statement of your rights to bring civil action following an adverse determination on appeal, and the applicable time limits to appeal the denied claim.

Under special circumstances, the Plan Administrator is permitted an additional 90 days to rule on your claim. If this is necessary, the Plan Administrator will send you a written notice, before the end of the initial 60-day review period, indicating the reason for the delay and the date you should expect a final decision.

You will also be notified of the standards used in determining your eligibility for benefits, the unresolved issues that prevent a decision on your claim, and the additional information needed to resolve those issues. You will have at least 45 days to respond to the Plan Administrator's request for additional information.

If you do not receive a notice of delay or a notice of denial within the applicable deadlines described above, you have the following two options:

(1) You can assume that your claim was denied and you may proceed to the appeal stage described below.

(2) You may consider yourself to have exhausted your administrative remedies under the Plan and can file a lawsuit in state or federal court.

In addition, if the Plan Administrator fails to follow the claims procedures described above, you may be able to consider yourself to have exhausted your administrative remedies under the Plan and can file a lawsuit in state or federal court. For purposes of the preceding sentence, ***minor*** mistakes in following the Plan's claims procedures may not rise to the level of excusing you from exhausting your administrative remedies by following the appeal procedure shown below. If a court determines that the Plan Administrator fulfilled its responsibilities under the initial claims procedures, you may have forfeited your right to use the appeal procedure because the time deadlines for appealing your claim expired. If the Plan Administrator responded to your initial claim but you do not believe it adequately followed the initial claims procedures, you should consider carefully whether to proceed with a lawsuit instead of following the appeal procedure.

Appeal Procedure

If you disagree with the decision, you may appeal the denial by notifying the Plan Administrator in writing within 60 days of the date you receive your notice of denial. You will be able to request any relevant documents free of charge and examine all pertinent materials. You also will be able to submit to the Plan Administrator in writing comments and other applicable information that will be considered in the appeal process. You may have a representative at this review.

The Plan Administrator will decide on your appeal within a reasonable period of time, but not later than 60 days after it is received. There may be times when this 60-day period has to be extended. However, this extension is allowed only when there are special circumstances, which must be communicated to you in writing within the initial 60-day period

The extension may not exceed 120 days after the Plan Administrator receives your appeal. The notice of extension will indicate the date by which the Plan Administrator expects to make a determination on review.

If your appeal is not granted, you will receive written notification that will include:

1. The specific reason for denial;
2. Reference to the specific Plan provisions on which the benefit determination is based;
3. A statement that you are entitled to received, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits;
4. A statement that you are entitled to bring action under Section 502(a) of ERISA.

Arbitration Rights

If you believe that your rights under the Plan have not been properly handled, you may send a certified letter to the Plan Administrator within 60 days after notification of the disputed benefit decision.

The Plan Administrator (or an authorized committee) shall have 60 days to determine the validity of any properly reported dispute. The Plan Administrator shall state the decision about the claim in writing to the person disputing the claim. Within 10 days of receipt (or 12 days of mailing, whichever is shorter), an objection requesting arbitration may be filed with the Plan Administrator. If the Plan Administrator agrees, at its discretion, to arbitrate the decision, the Plan Administrator will request the Federal Mediation and Conciliation Service to provide a list of five experienced arbitrators who have worked with employee benefit plans.

You will have the right to strike two names, and the Plan Administrator will strike two names. The remaining name will be the neutral arbitrator, who will make a final, absolute and binding decision on the matter.

YOUR RIGHTS UNDER ERISA

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA).

ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

You have the right to examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and 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.

You have the right to 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 an updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

You have the right to 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.

You have the right to obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to earn a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties on the people who are responsible for the operation of this 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 retirement benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain without charge copies of documents relating to the decision, 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 it 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 Plan Administrator.

If you have a claim for benefits that 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 have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

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:

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 also may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 866-275-7922 or by going online at www.dol.gov/ebsa.

SPECIAL RULES AND ADMINISTRATION OF THE PLAN

Taxation of Your Benefits

The money contributed on your behalf is not treated as income to you until you receive your benefits from the Plan. Federal income taxes will be withheld automatically from your monthly pension checks unless you elect otherwise. When you apply for your pension, you will be given current information on the taxability of your pension payments.

Rollover Distributions

If the lump sum value of your pension is $5,000 or less, it will be paid in a lump sum to you or your Beneficiary. You or your Beneficiary may be able to defer paying taxes on some or all of your lump sum payment by rolling it over to an eligible retirement plan (for example, another employer's plan or an individual retirement account ("IRA")). You will be given information about your rollover rights when you apply for your benefits.

Effect on Social Security Benefits

Your pension payments from the Plan are additional and supplemental income and will not reduce or affect your Social Security payments. Your pension does not count towards your annual earning allowance.

Loss and Limitation of Benefits

The Plan is designed to provide benefits to you after you retire. Because the Plan is a "qualified" plan, under federal law, your Vested rights to your benefits are protected in a number of ways. However, there are some circumstances under which your benefits may be forfeited, delayed, or decreased as follows:

- **Forfeitures**: If you stop working for any Participating Employers before you are Vested in any portion of your benefits and you incur a Permanent Break in Service, you will forfeit the amounts credited to your Benefit Accrual Account and will not be entitled to any benefits under the Plan unless you are subsequently reemployed by one or more Participating Employers and work long enough to become Vested.

- **Inability to locate you or your Beneficiary**: If the Plan Administrator is unable to locate you or any other person to whom payments are to be made, benefit payments may be delayed. It is very important that you and/or your Beneficiary notify the Plan Administrator whenever there is a change of address. The address and telephone number of the Plan Administrator are on page 35.

- **Qualified domestic relations orders**: In general, your benefits under the Plan belong to you and, under most circumstances, may not be sold, assigned, transferred, pledged, or garnished. However, if you become divorced or separated, certain court orders could require that part of your benefits be paid to someone else—(for example, your former spouse or your children). These court orders are known as domestic relations orders. Such orders must be submitted to the Plan Administrator to determine whether they are "qualified domestic relations orders"

(QDROs). You may obtain a copy of the Plan's procedures for processing QDROs by calling or writing the Plan Administrator. As soon as you are aware of any court proceedings that may affect your benefits, contact the Plan Administrator. If you disagree with the Plan Administrator's decision, or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court.

- **Federal limits**: Regardless of any other provision of the Plan, the annual retirement benefit that you are entitled to cannot exceed the maximum amount under Section 415 of the Internal Revenue Code and the regulations thereunder. You will be advised if this law affects you.

Amendment and Termination of the Plan

Future of the Plan

Although the Trustees expect to continue the Plan indefinitely, they have the right to amend the Plan or terminate the Plan at any time. No amendment to the Plan can reduce benefits that have already accrued to Participants. You will be advised of any Plan amendments.

If the Trustees were to decide to terminate the Plan, all participants in the Plan would be fully Vested in their benefits, to the extent then funded or protected by law, if greater, as of the date of termination. Plan assets would be applied for the benefit of Participants and their Beneficiaries as prescribed by law, as follows:

- If there is enough money in the Plan to provide retirement benefits earned to the date of the Plan's termination, Plan assets would be used to buy annuities, payable at retirement, for each Participant. Small benefits may be cashed out in a lump sum if annuities are not otherwise payable.

- If the assets are not sufficient to provide these annuities and cashouts, Plan money would be used, as provided by law, first to pay expenses, then to provide benefits for retired participants and Beneficiaries, Vested active participants, terminated Vested participants, and other participants, in that order. If the assets are not sufficient to provide all these benefits, the Pension Benefit Guaranty Corporation takes over, as explained next.

Insurance for the Plan

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 annual guarantee for a retiree with 30 years of service would be $12,870.00.

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 5 years at the earlier of: (i) the date the plan terminates or (ii) 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, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, Customer Service Center, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/ TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

PLAN IDENTIFICATION INFORMATION

Plan Name Kansas Construction Trades Open End Pension Trust Fund

Plan Sponsor The Plan is a multiemployer plan maintained by the Board of Trustees of the Kansas Construction Trades Open End Pension Trust Fund.

Plan Administrator The Board of Trustees
Kansas Construction Trades
Open End Pension Trust Fund
P.O. Box 5168
Topeka, Kansas 66605-0168
(785) 267-0140
(800) 432-3595

As Plan Administrator, the Trustees are responsible for the general administration of the Plan and for carrying out the provisions of the Plan. Subject to the limitations of the Plan, the Trustees shall from time to time establish rules for the administration of the Plan. The Trustees have discretionary authority to interpret the Plan (including, but not limited to, determination of an individual's eligibility for Plan participation, the right and amount of any benefit payable under the Plan and the date on which any individual ceases to be a Participant). The determination of the Trustees as to the interpretation of the Plan or any disputed question shall be conclusive and final to the extent permitted by applicable law. In providing for the operation and administration of the Plan, the Trustees may delegate responsibilities for the operation and administration of the Plan to the Trust Fund Office and other parties, as they, in their sole discretion, deem appropriate.

Day-to-Day Contact Gary Muckenthaler
Plan Manager
Kansas Construction Trades
Open End Pension Trust Fund
4101 SW Southgate Drive
Topeka, Kansas 66609
(785) 267-0140
(800) 432-3595

Plan Identification The Plan is identified by **EIN 48-6171387** which is the Employer Identification Number assigned to the Trust Fund by the IRS.

The Plan Number is **001**.

Plan Year January 1 through December 31.

Plan Type Under ERISA, this Plan is considered a defined benefit pension plan.

Resident Agent Gary Muckenthaler is agent for the service of legal process and may be served at the same address shown above for the Board of Trustees.

Named Fiduciary The Board of Trustees is the "named fiduciary" as defined in Section 402(a) of ERISA, and shall carry out the duties of the plan administrator of the Plan as imposed under ERISA.

Funding Agent All the funds of the Plan shall be held by the Trustees or by a Funding Agent appointed from time to time by the Trustees under a trust instrument or an insurance or annuity contract adopted, or as amended, by the Trustees for use in providing the benefits of the Plan and paying its expenses.

Board of Trustees Following are the members of the Board of Trustees, as of January 1, 2018:

Labor Trustees

Copies of Plan Documents

This booklet only summarizes the main features of the Plan. **In the event of any dispute or question, the Plan Document and Trust Agreement(s) govern the Plan's actual operation and payment of all benefits.** Copies of these documents, together with any pertinent labor agreement and the Plan description and annual report filed with the U.S. Department of Labor, are available for review by any Plan participant or Beneficiary at the Trust Fund Office.

Plan participants and Beneficiaries can get copies of these documents by writing to the Trust Fund Office. The Trust may charge a reasonable cost to cover reproduction costs.

Participating Local Unions

The following is a list of the unions currently participating in the Kansas Construction Trades Open End Pension Trust Fund as of January 1, 2018:

Bricklayers & Allied Craftsman
International Union of America, Local #15

United Brotherhood of Carpenters and
Joiners of America, Local #201

United Brotherhood of Carpenters and
Joiners of America, Local #918

United Brotherhood of Carpenters and
Joiners of America, Local #1445

Laborers International Union of North
America, AFL-CIO, Local #1290

Office & Professional Employees International, Local #320

Truckdrivers & Helpers Local #696

Cement Masons Local #518

DC3 #2014

SAMPLE STATEMENT

John J. Doe
1234 S.W. West St.
Your Town, USA 20052

SS# 987-65-4321
Birth Date 4-3-1951

This report is for the calendar year 2009. If the information in this report does not agree with your records, you must file a written objection with the Board of Trustees by 9-30-2010, at the above address. Your failure to make a timely objection waives all future rights of objection or rights to have any changes made in the information shown.

Year	Hours	Employer Name	Rate	Benefit Accrual Account	Credit
69	.00		.0000	.00	7.00
70	870.00		.2500	217.50	1.00
71	2,088.00		.2500	522.00	1.00
72	2,088.00		.2500	522.00	1.00
73	2,088.00		.2500	522.00	1.00
74	2,088.00		.2500	522.00	1.00
75	2,088.00		.2500	522.00	1.00
76	2,088.00		.2500	522.00	1.00
77	522.00		.2500	130.50	1.00
78	696.00		.2500	243.60	1.00
92	2,088.00	A & B Constr.	.7500	1,566.00	1.00
93	2,088.00	A & B Constr.	.7500	1,566.00	1.00
94	2,088.00	A & B Constr.	.7500	1,566.00	1.00
95	2,088.00	A & B Constr.	.7500	1,566.00	1.00
96	2,088.00	Builders	.7500	1,566.00	1.00
97	2,088.00	Builders	.7500	1,566.00	1.00
98	2,088.00	Builders	.7500	1,566.00	1.00
99	2,088.00	Builders	1.0000	2,088.00	1.00
00	2,088.00	Builders	1.0000	2,088.00	1.00
01	2,088.00	Builders	1.0000	2,088.00	1.00
02	2,088.00	Builders	1.0000	2,088.00	1.00
03	2,088.00	Builders	1.0000	2,088.00	1.00
04	2,088.00	Builders	1.0000	2,088.00	1.00
05	2,088.00	Builders	1.0000	2,088.00	1.00
06	2,088.00	Builders	1.0000	2,088.00	1.00
07	2,088.00	Builders	1.0000	2,088.00	1.00
08	2,088.00	Builders	1.0000	2,088.00	1.00
09	2,088.00	Builders	1.0000	2,088.00	1.00
	52,200.00			$37,653.60	

Status in the Pension Plan as of 12-31-2009: **ACTIVE VESTED**
Past Service Credit: 7.00 Future Service Credit: 27.00

Your benefits could be different than those detailed in the statement above if your Employer has adopted one of the schedules under the Rehabilitation Plan described in Appendix A. Please contact the Plan Administrator to determine if your benefits are impacted by the Rehabilitation Plan.

APPENDIX A – Rehabilitation Plan

Congress passed the Pension Protection Act of 2006 (PPA) to make sure that pension plans were able to pay the benefits due to participants. The economic downturn of 2007 impacted the Plan and its assets. As a result, the Board of Trustees adopted a Rehabilitation Plan to comply with the terms of the PPA and insure that the Plan will remain healthy. Under the Rehabilitation Plan, the Unions and the Employers the Unions bargain with could adopt one of two schedules: the "Preferred Schedule" or the "Default Schedule." Details about both schedules are listed below. If you have questions about whether your Employer has adopted one of these schedules, or if you have questions about how these schedules affect your benefits, contact the Plan Administrator.

Benefit Changes Under the "Preferred Schedule"

Pre-retirement Death Benefits: The Plan currently provides if you are an active/inactive unmarried Participant, and you die, a lump-sum benefit is payable to your Beneficiary. Under the Preferred Schedule, beginning ninety days after your Employer and Union agree to adopt the Preferred Schedule, no lump-sum death benefit will be payable.

Disability Benefits: The Plan currently provides that under a disability pension, you receive the same monthly benefit you would have received as of your Normal Retirement Date. Under the Preferred Schedule, any employee who becomes disabled ninety days or later after your Employer and Union agree to adopt the Preferred Schedule will receive a reduced disability pension. The amount you receive will be actuarially equivalent to the Normal Retirement Pension. This means that a calculation will be done to determine how many more years or months you will receive a benefit than if you had retired on your Normal Retirement Date. Your disability benefit will then be reduced to account for the longer amount of time you will receive a benefit. Over your lifetime you will generally receive the same amount you would have received had you retired on your Normal Retirement Date. You will simply receive a smaller monthly benefit because you began receiving benefits sooner.

Additional Changes to Pension benefits: For pension benefits beginning ninety days or more after the Employer and the Union agree to adopt the Preferred Schedule, or as soon after that date as possible as allowed by the Internal Revenue Code, the following changes will apply:

(a) Normal form of retirement benefits:

i. The normal payment form for an unmarried Participant will be payable for the Participant's life only with no survivor benefit payable to a beneficiary.

ii. The normal payment form for a married Participant will no longer include a subsidy from the Plan.

(b) Subsidized Early Pension: The benefit reduction for Early Pension (age 55 with at least 10 years of future service) is changed from 1.5% for each full year you begin receiving the benefit before your Normal Retirement Date to 6% for each year you begin receiving the benefit before your Normal Retirement Date; and,

(c) Qualified Pre-retirement Survivor Annuity: The pre-retirement death benefit payable to the spouse of a vested participant will be based on a 50% joint and survivor annuity instead of a 85% joint and survivor annuity.

The Preferred Schedule also requires Employer contribution rates to increase at the rate of 10% annually (compounded) through 2016, and at the rate of 5% annually (compounded) in 2017 and 2018. These increased contributions are not credited to Participants and do not accrue any benefits and instead are strictly to increase the health of the Plan.

Benefit Changes Under the "Default Schedule"

Pre-retirement Death Benefits: The Plan currently provides if you are an active/inactive unmarried Participant, and you die, a lump-sum benefit is payable to your Beneficiary. Under the Default Schedule, beginning ninety days after your Employer and Union agree to adopt the Default Schedule, no lump-sum death benefit will be payable.

Disability Benefits Under New Schedule: The Plan currently provides that under a disability pension, you receive the same monthly benefit you would have received as of your Normal Retirement Date. Under the Default Schedule, any employee who becomes disabled ninety days or later after your Employer and Union agree to adopt the Default Schedule will receive a reduced disability pension. The amount received will be actuarially equivalent to the Normal Retirement Pension. This means that a calculation will be done to determine how many more years or months you will receive a benefit than if you had retired on your Normal Retirement Date. Your disability benefit will then be reduced to account for the longer amount of time you will receive a benefit. Over your lifetime you will generally receive the same amount you would have received had you retired on your Normal Retirement Date. You will simply receive a slightly smaller monthly benefit because you began receiving benefits sooner.

Benefit Formula Under the New Schedule: Under the Default Schedule, beginning ninety days after your Employer and your Union agree to adopt the Default Schedule, the Benefit Accrual Rate will be 1% of the contributions required to be made as of January 1, 2010 for each Participant.

Under the Default Schedule, Employer contributions will increase at the rate of 10.5% annually (compounded) through 2016 and at the rate of 5% annually (compounded) in 2017 and 2018. These increased contributions are not credited to Participants and do not accrue any benefits and instead are strictly to increase the health of the Plan.