MO-KAN TEAMSTERS PENSION PLAN

Kansas City, Missouri

Summary Plan Description

2006 Edition

MO-KAN TEAMSTERS PENSION PLAN

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To All Participants:

Since the last Pension Plan booklet was printed, some changes have been made to your Plan. The Board of Trustees felt it was appropriate to revise the booklet so that all participants would have an up-to-date Summary Plan Description. We are pleased to present this revised booklet, which covers all changes in the Plan as of January 1, 2006.

This booklet should be kept in a safe place for easy reference. All participants are encouraged to share the information in this booklet with their families so that their family will be familiar with any benefits that might be payable.

If you have any questions about the Plan after reading this booklet you should direct them to the Fund Office. You should make your inquiries in writing whenever possible. This will assure that your question is understood and properly answered. Also, you and the Fund Office will both have a record for future reference.

Sincerely,

BOARD OF TRUSTEES

This booklet replaces and supersedes any prior booklets about the Pension Plan, but it does not replace the Official Plan Document. If there is a conflict between the wording of this booklet and the provisions of the Plan Document, the Plan Document will govern. Participants may review the Plan Document at the Fund Office during regular business hours.

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IMPORTANT TO REMEMBER

- Save this booklet. Put it in a safe place.
- Tell your family, particularly your spouse, about this booklet and where you keep it filed.
- If you lose your copy, you can ask the Fund Office or the Union for another.
- If you have worked in employment covered by the Plan long enough to become vested and you are leaving without definite plans to return in the near future, you may be entitled to a pension, payable when you have reached retirement age. To protect your benefit rights, call or write the Fund Office. Arrangements will be made to furnish you with a statement of your benefit rights. In that case, the Fund will file notice with the government so that the Social Security Administration can remind you at a future time of your vested pension rights.
- Notify the Fund Office promptly if you change your address. If the Trustees are unable to reach you at your last address on record, any benefit payments will be held without interest.
- Nothing in this statement is meant to interpret or change in any way the provisions expressed in the Plan. Only the full Board of Trustees is authorized to interpret the benefits described in this booklet. No employer or Union, nor any representative of any Employee or Union, in such capacity, is authorized to interpret the Plan, nor can any such person act as agent of the Trustees. The Trustees reserve the right to amend, modify or discontinue all or part of the Plan whenever, in their judgment, conditions so warrant.

HIGHLIGHTS OF THE PENSION PLAN

1. The Pension Plan is a Trust Fund set up to provide retirement benefits to participants who perform work that is under the jurisdiction of local Unions participating in the Mo-Kan Teamsters Pension Plan.

2. The Pension Plan provides several types of monthly pensions for qualified Employees who retire from Covered Employment. They are Normal, Early Retirement, Disability, Deferred and Partial Pensions. The eligibility rules for these pensions are explained beginning on page 15.

3. The monthly pension amount payable is based on the number of Pension Credits earned by an Employee and the contribution rates paid on behalf of the Employee. An example is shown on page 17.

4. Once an Employee retires, benefits will be continued for life so long as he remains retired. Upon his death, survivor benefits may be paid. Survivor benefits are described in detail on pages 27 through 31 and include different forms such as the Joint-and-Survivor Pension and the Sixty-Month Guarantee of Pension Payments.

5. An Employee who works at least one hour in Covered Employment after January 1, 1999 and has at least 5 Years of Vesting Service, has a vested right to a pension. An Employee who qualifies will be entitled to a pension at retirement age even though he may have been away from the industry for a number of years.

6. All pension benefits from the Plan are in addition to any amounts that an Employee may receive under the Social Security Law.

7. There is no compulsory retirement age under this Plan.

8. An appeal procedure is provided for a person whose application for benefits is denied (see page 36).

9. The Plan will pay a Partial Pension based on an Employee's combined service under this Plan and the Central States Southeast and Southwest Areas Pension Fund. (See page 24 regarding Partial Pensions).

DEFINITIONS

The following are general definitions of terms used in explaining the Pension Plan. The actual text of the Plan, which is printed in a separate document, includes these and other definitions in greater detail.

Actuarial Equivalent.

The term "Actuarial Equivalent" means a benefit having the same value as the benefit that it replaces. The determination of Actuarial Equivalent is based on the actuarial assumptions and methods that are adopted by the Trustees from time to time.

Association.

Association means The Builders' Association.

Benefit Determination Period.

Your Benefit Determination Period is the most recent consecutive two-year period during which you earned at least 1/2 Pension Credit in each year for which contributions were paid to the Fund.

Calendar Year.

A Calendar Year is a period of twelve consecutive months from January 1 through December 31 and serves as the period for which Pension Credits, Years of Vesting Service and breaks in service are computed and recorded.

Contributing Employer.

This is an employer who, in accordance with collective bargaining agreements or other written agreements, pays contributions to the Pension Fund on behalf of his Employees.

Contribution Period.

Contribution Period is the period during which an employer is required by a written agreement to make contributions to the Fund for work in Covered Employment.

Covered Employment.

If you work for an employer who has a legal obligation to contribute to the Pension Fund for hours worked in a job covered by a written agreement, you are considered working in Covered Employment.

For periods prior to the date contributions to this Pension Fund were first required to be paid, Covered Employment means work, which if performed during the Contribution Period, would have resulted in contributions being paid to the Fund.

Employee.

An Employee is a person who works for a Contributing Employer and for whom the Contributing Employer has a legal obligation to make contributions to the Pension Fund.

Final Contribution Rate.

It is the highest rate for which you qualify during your Benefit Determination Period. The accrual rate for determining the amount of your pension is based on your Final Contribution Rate. This is explained further on page 16.

Hour of Work.

An Hour of Work is each hour for which you are paid or entitled to be paid by a Contributing Employer for the performance of duties, including back pay. In addition, if you work for a Contributing Employer in a job not covered by this Plan and that non-covered employment is continuous with (immediately before or after) employment with that same employer in Covered Employment, your hours of work in that non-covered job on or after January 1, 1976, will also be counted as hours of work. Generally, an Hour of Work is used to determine participation in the Plan, breaks in service and vesting service. Hours of work are also counted for Pension Credits but only if such hours are for work in Covered Employment for which contributions are paid to the Fund.

Normal Retirement Age.

Normal Retirement Age is age *65*, or, if later, your age on the fifth anniversary of your participation. Participation before a permanent break in service will not be counted.

Participating Union.

Participating Union means a collective bargaining unit, other than the Union, which, by action of the Board of Trustees pursuant to the provisions of the Trust Agreement, is permitted to participate in the Plan.

Pension Credits.

Pension Credits are the units used to measure your work in Covered Employment in order to qualify for pension benefits and to determine your benefit amount. You may receive Pension Credit for your work during the Contribution Period and also for work before January 1, 1970, the date contributions to the Pension Plan were first required. This is explained further on page 7.

Retirement.

The period after you qualify for a pension under the Plan and start to receive monthly pension payments is considered Retirement. To be considered in Retirement, there are certain types of employment that are prohibited. These are explained further beginning on page 32.

Union.

Union means Building Material, Excavating, Heavy Haulers, Drivers, Warehousemen and Helpers, Local No. 541, Affiliated with International Brotherhood of Teamsters.

Years of Vesting Service.

Years of Vesting Service are earned by your hours of work during the Contribution Period. You earn a Year of Vesting Service if you have completed 500 or more hours of work in a Calendar Year.

PARTICIPATION

To be a participant means that you are eligible to receive Pension Credit and vesting service credit, with which you can earn a right to benefits provided by the Pension Plan.

INITIAL PARTICIPATION

You become a participant in the Plan on the earliest January 1 or July 1 after you work 500 hours in a 12-consecutive month period (see page 4 for definition of an "Hour of Work").

Example:

Bill started working in Covered Employment on September 9, 2001, and had over 500 hours of work during the next 12 months. Bill is considered a participant in the Plan on January 1, 2003.

Pension credits and vesting service based on work for a Contributing Employer performed prior to participation will be credited to you retroactively once you are a participant.

TERMINATION OF PARTICIPATION

If you are not vested and you fail to work at least 435 hours in covered or continuous non-covered employment in a Calendar Year you will no longer be a participant. This is called a one-year break and is further described on page 11. However, once you have met the requirements for a pension, you cannot lose your status as a participant.

REINSTATEMENT OF PARTICIPATION

If you lose your status as a participant, you may again become a participant by completing 500 hours of work during a 12-consecutive month period after the Calendar Year during which your participation was terminated. You will be reinstated to participation retroactively to the first day you return to work after the Calendar Year in which you had your last one-year break in service.

PENSION CREDIT

You receive Pension Credit on the basis of work in Covered Employment in a Calendar Year. Pension Credit is counted three ways depending upon whether it is earned:

1. during the Contribution Period on and after January 1, 1990,

2. during the Contribution Period between January 1, 1976 and December 31, 1989,

3. during the Contribution Period before January 1, 1976, or

4. before January 1, 1970, the date contributions were first required to be paid.

PENSION CREDIT DURING THE CONTRIBUTION PERIOD

Pension Credit is granted for work for which contributions are paid to the Fund in accordance with the schedules below:

On and After January 1, 1990	
Hours of Work in Covered Employment during a Calendar Year	**Pension Credit**
500 through 599	One-half
600 through 699	Six-tenths
700 through 799	Seven-tenths
800 through 899	Eight-tenths
900 through 999	Nine-tenths
1,000 or more	One

Between January 1, 1976 and December 31, 1989	
Hours of Work in Covered Employment during a Calendar Year	**Pension Credit**
870 through 999	One-half
1,000 through 1,099	Six-tenths
1,100 through 1,199	Seven-tenths
1,200 through 1,299	Eight-tenths

Between January 1, 1976 and December 31, 1989	
Hours of Work in Covered Employment during a Calendar Year	**Pension Credit**
1,300 through 1,399	Nine-tenths
1,400 or more	One

Before January 1, 1976	
Hours of Work in Covered Employment during a Calendar Year	**Pension Credit**
Less than 800	None
800 through 1,399	One-half
1,400 or more	One

PENSION CREDIT BEFORE JANUARY 1, 1970

In order to be granted any Pension Credit for work before January 1, 1970, you must have been working in Covered Employment under a collective bargaining agreement of the Union or a Participating Union. Verification of this work must be provided to the Fund Office (see page 34).

If your credit is verified, you will receive one Pension Credit for each Calendar Year in which you worked at least 1,000 hours or 1/2 Pension Credit for each Calendar Year in which you worked 500 to 1,000 hours.

MAXIMUM NUMBER OF PENSION CREDITS

If the effective date of your pension is on or after April 1, 1988, there is no limit on the number of Pension Credits used to calculate your pension.

If the effective date of your pension was before April 1, 1988, a maximum of 25 Pension Credits was used to calculate your pension.

HOUR BANK

If in any Calendar Year on or after January 1, 1990, you complete more than 1,000 hours of work for which contributions were paid to the Fund, the hours in excess of 1,000 in that year will be recorded as a

Reserve Bank of Hours credited to you. The maximum number of hours that may be accumulated in the Reserve Bank of Hours is 3,000.

In Calendar Years on or after January 1, 1991, during which you complete at least 500 hours of work, but fewer than 1,000 hours for which contributions were paid to the Fund, the hours in the Reserve Bank of Hours, to the extent available, will be withdrawn to increase the number of hours counted for Pension Credit purposes in the Calendar Year to 1,000. The hours in the Reserve Bank of Hours cannot be used for Pension Credit purposes in any Calendar Year in which you were employed for fewer than 500 hours in Covered Employment or in any Calendar Year after the earlier of:

1. the last Calendar Year in which you worked 500 hours in Covered Employment; or

2. the Calendar Year in which you retired.

YEARS OF VESTING SERVICE

You are credited with a Year of Vesting Service if in a Calendar Year on or after January 1, 1990, you complete 500 hours of work in a Calendar Year in Covered Employment or in employment with an employer which is continuous with (immediately before or after) employment with the same employer in Covered Employment. For the period between December 31, 1989 and January 1, 1976, you are credited with a Year of Vesting Service if you completed 870 hours of work in a Calendar Year.

The differences between vesting service and Pension Credit are outlined below:

- Vesting service is earned for all hours of work, whereas Pension Credit is earned only for work in Covered Employment (see definition of an "Hour of Work" on page 4).

- Vesting service is earned only during the Contribution Period; you may earn Pension Credit both before and during that period.

- Vesting service is earned in full years only, unlike Pension Credit where fractions of credit are granted.

- If you are eligible for a pension, your benefit amount is calculated based on Pension Credit, not Years of Vesting Service.

- You may qualify for a Deferred Pension based on Years of Vesting Service. All other kinds of pension require Pension Credits only.

BREAK IN SERVICE

The purpose of the Pension Plan is to provide retirement benefits to you after you have worked in Covered Employment more or less continuously for the required periods of time. A break in service may occur when you fail to earn credit during a specified period of time.

One-year breaks in service are temporary and can be repaired if, before having a permanent break in service, as explained below, you return to work and complete a Year of Vesting Service.

When you repair a one-year break in service, the Pension Credits and Years of Vesting Service you earned before the one-year break in service will be restored.

If you are absent from Covered Employment for a long period of time, you may suffer a permanent break in service. A permanent break in service results in the loss of all Pension Credits and Years of Vesting Service earned before the break.

However, once you have met the requirements for any type of pension from this Plan, you cannot have a permanent break in service.

BREAK IN SERVICE BEFORE JANUARY 1, 1976

In the period **between January 1, 1970 and December 31, 1975,** a Participant had a permanent break if he did not work at least 1,400 hours for which contributions were made in a period of three consecutive Calendar Years.

BREAKS IN SERVICE BETWEEN JANUARY 1, 1976 AND DECEMBER 31, 1989

For the period **between January 1, 1976 and December 31, 1989,** the break in service rule is different. For this period, there are **one-year breaks** and **permanent breaks.**

Beginning January 1, 1976, you have a **one-year break** in any Calendar Year in which you are not credited with at least 435 Hours of Work. If, before you have a permanent break, you later work 870 hours in a year, you get back all your earlier Pension Credits and Years of Vesting Service.

You have a **permanent break** after 1976 if your consecutive one-year breaks equal or exceed your number of Years of Vesting Service unless you have met the requirements for a pension.

However, after 1985, you will not have a permanent break until your consecutive one-year breaks equal five or, if greater, the number of your Years of Vesting Service.

IMPORTANT: One-year breaks will not be added together unless they come one right after the other, without interruption by Calendar Years in which at least 435 hours were worked.

BREAK IN SERVICE ON OR AFTER JANUARY 1, 1990

On or after January 1, 1990, you will have a one-year break in any Calendar Year in which you are not credited with at least 435 hours of work. If, before you have a permanent break, you later work 500 hours in a year, you get back all of your earlier Pension Credits and Years of Vesting Service.

Example 1:

Dave started work in Covered Employment in 1996, and his work record looks like this:

Year	Hours of Work	Vesting Service	Pension Credit	One-Year Breaks
1996	950	1	9/10	0
1997	1,500	1	1	0
1998	400	0	0	1
1999	250	0	0	1
2000	0	0	0	1
2001	0	0	0	1
2002	0	0	0	1

At the close of 2002, Dave had 2 Years of Vesting Service, 1-9/10 Pension Credits and *5* one-year breaks in service. Because he had 5 consecutive one-year breaks and only 2 Years of Vesting Service, Dave had a permanent break, which cancels all Pension Credit and Years of Vesting Service that he earned.

Example 2:

Ed, who started work in 1994 and whose work record is as follows, did not have a permanent break in service:

Year	Hours of Work	Vesting Service	Pension Credit	One-Year Breaks
1994	1,650	1	1	0
1995	1,400	1	1	0
1996	750	1	7/10	0
1997	300	0	0	1
1998	0	0	0	1
1999	0	0	0	1
2000	0	0	0	1
2001	450	0	0	0
2002	870	1	8/10	0

At the end of 2000, Ed had 3 Years of Vesting Service, 2-7/10 Pension Credits and 4 one-year breaks. If he had a one-year break (less than 435 hours) in 2001, his one-year breaks would have equaled five (5) resulting in a permanent loss of all credit.

However, Ed returned to work in 2001 and worked more than 435 hours. He did not have another consecutive one-year break and thus did not incur a permanent break. His credit was restored to him in 2002 when he again became a participant (worked at least 500 hours). At the end of 2002, he had 4 Years of Vesting Service, 3-5/10 Pension Credits and no one-year breaks in service.

PARENTAL LEAVE EXCEPTION

If you are absent from work after January 1, 1986 because of pregnancy or an adoption of a child, or because of caring for the child for the period immediately following the birth or placement, you will be granted up to 435 hours in a plan year to avoid a one-year break. The hours will apply in the year the absence begins if necessary to avoid a break of, if not required in that year, in the immediately following year. The hours will not count as vesting service or Pension Credits.

FAMILY AND MEDICAL LEAVE ACT (FMLA) EXCEPTION

Any leave of absence granted by your employer, up to 12 weeks that qualifies under the Family and Medical Leave Act (FMLA) will not be counted as a break in service for purposes of determining eligibility and vesting.

MILITARY SERVICE EXCEPTION

You will earn Pension Credits for “qualified military service” for up to a maximum period of five years in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) (unless a longer period is required under Federal law). You will be credited with Hours of Service in Covered Employment based on your average hours for all completed calendar months in the year that you entered the military, up to a maximum of 1,000 hours per Calendar Year. If you did not complete months in the current year, the hours for all completed calendar months for the preceding year will be used to calculate the average.

You must make yourself available for Covered Employment within 90 days after being discharged from the U.S. Armed Forces (within 1 day if your period of services was less than 31 days or within 14 days if your period of service was 31 through 180 days) and you must give the Board of Trustees sufficient proof of your honorable discharge from military service.

KINDS OF PENSION BENEFITS

The Plan has several different kinds of pensions if you qualify and retire from Covered Employment. They are Normal, Early Retirement, Deferred, Disability, and Partial Pensions. If you qualify for more than one type of pension at retirement, you will receive the pension that pays you the greatest benefit. You may receive only one type of pension from the Plan.

DEFINITIONS

1. The "Annuity Starting Date" is the date as of which your benefits are calculated and paid under the Plan.

2. The "Benefit Determination Period" is the last two consecutive Calendar Years during which you earn at least 1/2 Pension Credit in each of the years.

3. The "Final Contribution Rate" for you is the highest of the following rates for which you qualify:

   A. The last contribution rate paid on your behalf before retirement if it was paid throughout the Benefit Determination Period (see the Examples that follow).

   B. The last contribution rate paid on your behalf for a full year if there was a change in the rate of no more than 25¢ per hour and the change occurred in connection with work in the same collective bargaining unit (see the Examples that follow).

   C. The average contribution rate paid on your behalf during the period in which you earn your final five Pension Credits if the change in contribution rate during the 36 months before your retirement was more than 25¢ per hour (see the Examples that follow).

NORMAL PENSION

Eligibility for Normal Pension

You may retire with a Normal Pension when:

1. you are age 65 or over, and

2. you have at least five (5) Pension Credits.

Amount of Normal Pension

The monthly amount of your Normal Pension is calculated by multiplying your Pension Credits times an accrual rate based on your Final Contribution Rate and Benefit Determination Period.

If your Annuity Starting Date is on or after January 1, 1999, and you have earned as a result of employment for which contributions are required to be paid, at least one Pension Credit within any two Calendar Years beginning on or after January 1, 1997, the monthly amount of your Normal Pension will be determined by adding 1, 2 and 3 as follows:

1. The amount determined under Appendix A by determining the appropriate accrual for each Plan Year after December 31, 1998 based on the Contribution hours for that year and adding all accrual rates; and

2. The amount determined by multiplying the number of your Pension Credits earned on or after January 1, 1989 and prior to January 1, 1999 by the accrual rate appropriate to the Final Contribution Rate in accordance with the following:

Chart A	
Final Contribution Rate	**Accrual Rate per Pension Credit**
$2.75	$79.75
2.50	75.75
2.25	71.75
2.00	68.00
1.75	59.50
1.50	51.00
1.25	42.50
1.00	34.00
.75	25.50
.50	17.00
.25	8.50

3. The amount determined by multiplying the number of your Pension Credits prior to January 1, 1989 by the accrual rate appropriate to the Final Contribution Rate in accordance with the following:

Chart B	
Final Contribution Rate	**Accrual Rate per Pension Credit**
$2.75	$70.50
2.50	67.00
2.25	63.50
2.00	60.00
1.75	52.50
1.50	45.00
1.25	37.50
1.00	30.00
.75	22.50
.50	15.00
.25	7.50

Example:

Larry retired on January 1, 2003 (and met the requirements for the accrual rates in effect on or after that date) at age 65 with 35 Pension Credits. During his Benefit Determination Period, the following contribution rates were used on his behalf:

Time Period	Pension Credits	Contribution Rate	Accrual Rate
Service prior to 1989 See Chart B above	21	2.25	63.50
Service from 1989 to 1998 See Chart A above	10	2.25	71.75
Service after 1998 (assuming 1,500 hours worked per Plan Year)	4	2.25	80.82

His pension amount, therefore, is $2,374.28 per month (21 Pension Credits X $63.50 + 10 Pension Credits X $71.75 + 4 Pension Credits X $80.82).

NOTE: If you are married, your pension benefit will be paid in the form of a Joint and Survivor Pension unless you reject this form of payment before your pension begins and your spouse consents in writing to the rejection. The Joint and Survivor Pension amounts are lower than the Normal Pension amounts in the preceding examples. For more information on the Joint and Survivor Pension, see page 27.

EARLY RETIREMENT PENSION

Eligibility for Early Retirement Pension

You are eligible to retire with an Early Retirement Pension when:

1. you are at least 55, and

2. you have earned at least five (5) Years of Vesting Service, or

You are also eligible to retire with an Early Retirement Pension when:

1. you are at least age 50, and

2. you have earned at least 20 Pension Credits, and

3. you have worked in Covered Employment for at least 7,000 hours for which contributions were paid to the Fund.

Amount of Early Retirement Pension

The monthly amount of the Early Retirement Pension is the amount of the Normal Pension reduced by three and one-half percent (3.5%) for each complete year by which you are under age 65 and further reduced by an additional one percent (1%) for each complete year by which you are under age 57 at the time of your Annuity Starting Date.

If you retire on or after January 1, 2001 and you earned at least one Pension Credit in two consecutive Calendar Years beginning on or after January 1, 1999 and you retire at age 55 or older with 30 or more Pension Credits, you will receive a pension that is unreduced for age.

Early Retirement Level Benefit

The amount of the Early Retirement Pension under the Level Benefit form of payment is less than the amount of the Normal Retirement Pension because you are younger when your pension begins, which means that you most likely will be paid a pension for a longer time.

The first step is to determine the amount of the Normal Pension you would receive if you were age 65 when your pension starts. This amount is then reduced by 3-1/2% for each complete year by which you are younger than age 65 and further reduced by an additional 1% for each complete year by which you are younger than age 57.

Example:

Ted retires at age 52 with more than 20 Pension Credits on January 1, 2003. He is eligible for a Normal Pension in the amount of $1,829.94.

Because Ted is age 52, he is 12 complete years younger than age 65 and 4 complete years younger than age 57. Therefore, the Normal Pension benefit must be reduced 3.5% for each of the 12 complete years plus 1% for each of the 4 complete years.

12 x 3.5%	=	42%
4 x 1.0%	=	4%
Percentage reduction	=	46%
46% x $1,829.94	=	$841.77
$1,829.94 minus $841.77	=	$988.17

The resulting figure for Ted's monthly Early Retirement Pension as a level benefit is $988.17.

NOTE: If you are married, your pension benefit will be paid in the form of a Joint and Survivor Pension unless you reject this form of payment before your pension begins and your spouse consents in writing to the rejection. The Joint and Survivor Pension amounts are lower than the Normal Pension amounts in the preceding example. For more information on the Joint and Survivor Pension, see page 27.

Early Retirement Unlevel Income Option

Instead of receiving an Early Retirement Pension payable in a level amount, you may select the Unlevel Income Option. This option provides a monthly benefit higher than the level payment for five years and an amount lower for the remainder of your life.

These high and low amounts are calculated from the early retirement level benefit amount in accordance with factors that depend on your age at the time of retirement. The Level Benefit and Unlevel Income options have been designed to be "equivalents." "Equivalent" means that the average pensioner will, over the course of his lifetime, receive similar total payments. Following is a table showing the amounts by age of a benefit for an Employee with 25 Pension Credits and a $2.50 Final Contribution Rate, both as a Level Benefit and as an Unlevel Income Option.

EARLY RETIREMENT BENEFIT AMOUNTS

(Based on 25 Pension Credits and $2.50 Final Contribution Rate*)

		Unlevel Income Option**	
Age* **	**Level Income**	**High Amount**	**Low Amount**
65	1,829.94	2,635.11	1,151.03
64	1,765.89	2,592.33	1,101.92
63	1,701.84	2,547.65	1,051.74
62	1,637.80	2,497.65	1,003.97
61	1,573.75	2,445.61	956.84
60	1,509.70	2,388.35	911.86
59	1,445.65	2,327.50	870.28
58	1,381.60	2,264.44	838.63
57	1,317.56	2,196.37	805.03
56	1,235.21	2,059.10	762.12
55	1,152.86	1,921.82	715.93
54	1,070.51	1,784.54	669.07
53	988.17	1,647.28	627.49
52	905.82	1,510.00	583.35
51	823.47	1,372.72	536.90
50	741.13	1,235.46	489.15

* Retires on or after January 1, 1999 and is eligible for the accrual rates payable on or after that date.

** High amount is payable for the first *5* years of benefit payments and the low amount is then payable for life thereafter.

*** Age is determined as of a participant's next birthday except for age 65.

Example 1:

John, who will be age 57 on his next birthday, retired on January 1, 2003 with 25 Pension Credits and a $2.50 Final Contribution Rate. He rejected the Joint and Survivor Pension and decided to receive his Early Retirement benefit in the Unlevel Income Option. The amount of his benefit was $2,196.37 for five years and $805.03 thereafter for the remainder of his lifetime.

Example 2:

Dan, age 60 on his next birthday, had 20 Pension Credits and a $2.50 Final Contribution Rate upon retirement. The amount of his pension is calculated by multiplying the benefit amount for 25 Pension Credits in the table by a ratio of Dan's Pension Credits (20) to 25. Therefore, his pension payable as an Early Retirement Pension in the Unlevel Income Option is $1,910.68 (20/25 x $2,388.35) for five years and $729.49 (20/25 x $911.86) thereafter for the remainder of his lifetime.

NOTE: If you are married, your pension benefit will be paid in the form of a Joint and Survivor Pension unless you reject this form of payment before your pension begins and your spouse consents in writing to the rejection. The Joint and Survivor Pension amounts are lower than the Normal Pension amounts in the preceding example. For more information on the Joint and Survivor Pension, see page 27.

DISABILITY PENSION

Eligibility for Disability Pension

If you are totally and permanently disabled, you may retire with a Disability Pension if:

1. you have earned at least 10 Pension Credits (15 Pension Credits prior to October 1, 2000), and
2. you have worked for at least 7,000 hours for which contributions were made to the Fund, and
3. after December 31, 1989, you worked in Covered Employment for at least 500 hours in one of the two consecutive Calendar Years before the year in which you became disabled.

What "Disability" Means

Disability means that because of bodily injury or disease, you are completely unable to work in any type of employment or gainful pursuit. Your disability must be permanent and continuous during the remainder of your life. On the basis of medical evidence, the Trustees alone have the right to decide if you are disabled within this meaning.

Proof of Disability

The Board of Trustees' decision as to whether you are totally and permanently disabled will be based on proof of disability. If you apply for a Disability Pension, you must submit to the Board of Trustees a statement by a licensed medical doctor describing the disability. You may also be required to submit to an examination by a physician or physicians selected by the Trustees. The Trustees may also require that you submit to medical examinations periodically following the issuance of a Disability Pension. However, you will not be required to submit to a medical examination more than twice a year.

Amount of Disability Pension

Determination of the monthly amount of the Disability Pension is the same as for the Early Retirement Pension (see page 18). If you retire on a Disability Pension, however, you may not elect the Unlevel Income Option.

If you are under age 50 when your pension becomes effective, the benefit will be calculated as if you were age 50. In no event will the monthly amount be less than $100.00.

A Disability Pension is payable for life, as long as you remain totally and permanently disabled. Payment of a Disability Pension will begin on the first day of the seventh month following the month in which the disability began.

NOTE: If you are married, your Disability Pension will be paid in the form of a Joint and Survivor Pension unless you reject this form of payment and your spouse consents in writing to the rejection before your pension begins. For more information on the Joint and Survivor Pension, see page 27.

DEFERRED PENSION
(VESTED PENSION)

Eligibility for Deferred Pension

A Deferred (or vested) Pension is provided if you have worked in Covered Employment for an extended period of time but leave Covered Employment before meeting the age, or in some cases, the Pension Credit requirements for a Normal or Early Retirement Pension.

A Deferred Pension is payable to you if you have left Covered Employment:

1. after January 1, 1976 if:

    a. you have at least 5 Years of Vesting Service (10 Years of Vesting Service for a non-bargained Employee who does not have an hour of service on or after January 1, 1989, or for a collectively bargained Employee who does not earn at least one Pension Credit in two consecutive Calendar Years beginning on or after January 1, 1999), **OR**

    b. you have at least 10 Pension Credits earned during the Contribution Period, **OR**

    c. you have worked in Covered Employment before January 1, 1976, had not suffered a permanent break in service as of January 1, 1976 and had at least 10 Pension Credits, **OR**

2. after January 1, 1973 and before January 1, 1976 if:

    a. you are at least age 50,

    b. you have at least 20 Pension Credits,

    c. you have worked in Covered Employment for at least 9,600 hours for which contributions were made to the Fund, and

    d. you first earned Pension Credit during the Contribution Period on or after January 1, 1973, **OR**

3. after January 1, 1970 and before January 1, 1973 if:

    a. you are at least age 50,

    b. you have at least 20 Pension Credits,

    c. you have worked in Covered Employment for at least 4,800 hours for which contributions were made to the Fund, and

    d. you first earned Pension Credits during the Contribution Period before January 1, 1973, **OR**

4. You are a non-bargained Employee participating in the Plan and you have five (5) or more Years

of Vesting Service.

The Deferred Pension is payable at age 65 (or, if later, your age on the fifth anniversary of your participation in the Plan), except if you meet the requirements of an Early Retirement Pension or you are eligible under 2 or 3 above, you may retire with a pension as early as age 55.

Amount of Deferred Pension

The Deferred Pension amount is determined in the same way as a Normal Pension if you are age 65 or older at retirement, or as an Early Retirement Pension if you retire before age 65.

NOTE: If you are married, your Deferred Pension will be paid in the form of a Joint and Survivor Pension unless you reject this form of payment and your spouse consents in writing to the rejection before your pension payments begin. For more information on the Joint and Survivor Pension, see page 27.

PARTIAL PENSION

Eligibility for Partial Pension

The Pension Fund Trustees have entered into a reciprocal agreement with the Central States Southeast and Southwest Areas Pension Fund Trustees. A reciprocal agreement is an understanding between this Fund and the other fund that each fund will recognize your work while you are participating in the other's plan. The reciprocal agreement makes it possible for you to combine your service credits under the two pension plans in order for you to become eligible for a benefit for which you would not otherwise qualify under one or both plans. This is because your years of employment, if not combined under the reciprocal agreement, are not enough for you to earn a pension under one or both of the plans that are subject to the reciprocal agreement.

If you qualify for benefits under the reciprocal agreement, it is called a Partial Pension and you receive part of your pension from this Fund and part from the other fund. Each fund pays you a pension based upon the credit you earned while working within the jurisdiction of that plan, and you will receive separate benefit checks from each pension fund.

If you retire and you believe you have service credits earned in both the Mo-Kan Teamsters Pension Plan and the Central States Southeast and Southwest Areas Pension Fund, you should file an application for a pension with each pension fund, and notify each pension Fund Office that you have service credits earned in the other pension plan.

A Partial Pension is payable if you:

1. have two or more years of Pension Credit earned in each fund for which contributions were paid, and

2. are, when all Pension Credits are combined, eligible for a pension from each Fund, and

3. meet the age requirements for any type of pension from each fund.

Partial Pension Amount

The Partial Pension amount is calculated as follows:

1. All service credits earned in the Mo-Kan Teamsters Pension Plan and the Central States Teamsters Pension Plan are totaled.

2. The monthly amount of the pension you would receive if all of the service credits were with the Mo-Kan Teamsters Pension Plan is determined.

3. The amount of the pension determined from step 2 is multiplied by a fraction. The top number of the fraction is the total service credits earned by you under the Mo-Kan Teamsters Pension Plan, and the bottom number is the total number of service credits earned under both funds. The result of this multiplication is the Partial Pension payable under the Mo-Kan Teamsters Pension Plan.

The Partial Pension to which you will be entitled from the other fund will be calculated in the same way as your Partial Pension payable under the Mo-Kan Teamsters Pension Plan is calculated.

Example:

John retires after January 1, 1999 at age 65 with 20 Pension Credits earned under the Mo-Kan Teamsters Pension Plan. He had a $2.50 Final Contribution Rate under the Mo-Kan Plan. He also earned 5 Pension Credits under the Central States Southeast and Southwest Areas Pension Fund. By combining service credits for both Funds, he will meet the vesting requirements of each Fund. His Partial Pension is calculated as follows:

1. Pension under the Mo-Kan Pension Plan based on 25 Pension Credits:

   $1,675.00 (25 Pension Credits x $67.00)

2. Calculation of Partial Pension:

   a. Total Pension Credits earned under both plans: 25.

   b. The Mo-Kan Teamsters Pension is multiplied by a fraction, with the numerator being the total Pension Credits earned under the Mo-Kan Teamsters Pension Fund, and the denominator being the total Pension Credits earned under both pension funds.

   c. $1,675.00 x 20/25 = $1,340.00

   d. The single-life Partial Pension payable under the Mo-Kan Teamsters Pension Plan is $1,340.00.

SURVIVOR BENEFITS AFTER RETIREMENT

The two types of survivor benefits, the **Joint and Survivor Pension and the 60-Month Guarantee of Pension Payments,** are described below.

JOINT AND SURVIVOR PENSION

If you are married when you retire, your pension benefit is automatically payable in the form of the Joint and Survivor Pension, unless you reject this form of payment and your spouse consents to the rejection in writing. The rejection and spousal consent must be witnessed by a notary public or designated Plan representative. The Joint and Survivor Pension provides that, upon your death, 50% of your monthly benefit amount will be paid to your surviving spouse for life. To provide this benefit, the amount of the monthly benefit payable to you is reduced.

Pension Reduction

Because the Joint and Survivor Pension provides retirement benefits to two people for two lifetimes (the husband's and wife's), more monthly checks may be paid out than would be if only one lifetime were covered. Spreading the available money over a longer period of time requires a reduction in the monthly benefit you are paid. The amount of the reduction is actuarially determined and depends on the ages of you and your spouse. The reduction factors are determined by the following formulas:

For a non-Disability Pension, the monthly amount that would be paid to you in the single life form is reduced to a percentage equal to 100% minus .4 of 1% (.004) for each year that your spouse is younger than you.

For a Disability Pension the percentage is equal to 82% minus .4 of 1% (.004) for each year that your spouse is younger or plus .4 of 1% (.004) for each year that your spouse is older than you are.

Election or Rejection of Joint and Survivor Pension

If you are married and you apply for a pension, the Fund Office will inform you of the amounts of your pension under the forms of payment for which you may be eligible.

If you are retiring with a Normal, Early, Deferred or Disability Pension, the Fund Office will calculate the pension as an unreduced benefit and as a reduced benefit under the Joint and Survivor form. If you retire on or after January 1, 2001, and you earned at least one Pension Credit in two consecutive Calendar Years beginning on or after January 1, 1999, your Joint and Survivor Pension benefit will pop-up to the unreduced amount (amount prior to reduction for the Joint and Survivor form of payments) in the event your spouse dies before you. The increase is effective on the first day of the month following your spouse's death.

If you are retiring with an Early Retirement Pension, the Fund Office will also determine the amount of the benefit as an Unlevel Income option. This will give you a comparison of the benefits available to you.

The election period in which you can decide in what form your pension will be paid begins 90 days before your pension effective date and ends 30 days before your pension effective date.

You can waive the 30-day waiting period between the time you get the information from the Fund Office and the pension effective date if you and your spouse (if applicable) consent in writing. Please note that if you want to reject the Joint and Survivor Pension, your rejection will not be valid if it is made more than 90 days before your pension effective date.

The following is an example of how the amount of a single-life pension is reduced when a Joint and Survivor Pension is elected.

Example:

You are age 65 and eligible for a Normal Pension of $1,312.50 and you choose the Joint and Survivor Pension. Your spouse is age 62. The Joint and Survivor Pension is calculated as follows:

Monthly single-life pension	$1,312.50
Percentage of pension payable under Joint and Survivor Pension (you are age 65, your spouse is age 62, the adjustment is equal to 100% minus .4% per year younger) =	98.8%
Total monthly Joint and Survivor Pension payable to you for life	1,296.75
Total monthly surviving spouse benefit payable for life (50% x $1,296.75) =	648.38

Rules for the payment of the Joint and Survivor Pension:

1. You and your spouse must have been legally married at your retirement and for at least one year before your death.

2. If you retire on or after January 1, 2001, and you earned at least one Pension Credit in two consecutive Calendar Years beginning on or after January 1, 1999, your Joint and Survivor Pension benefit will pop-up to the unreduced amount (amount prior to reduction for the Joint and Survivor form of payments) in the event your spouse dies before you. The increase is effective on the first day of the month following your spouse's death.

3. No other spouse may become eligible for the Joint and Survivor Pension, except that the Plan, in accordance with the law, must recognize a qualified domestic relations order (QDRO) which is described on page 43.

4. Payments are made to your surviving spouse for life, even if your surviving spouse remarries.

60-MONTH GUARANTEE

If you are married when you retire and you die before 60 monthly payments have been made in the amount you are receiving, your surviving spouse will continue to receive your monthly pension until a total of 60 monthly payments have been made to you and your spouse.

To be eligible for payment of the 60-Month Guarantee, you must meet the following conditions:

1. You must have retired at or after age 50 with at least 20 Pension Credits,

2. You must have worked at least 7,000 hours in Covered Employment for which contributions were made to the Fund,

3. You and your spouse must have been legally married throughout the year immediately preceding your death, and

4. You must have rejected the Joint and Survivor Pension at retirement and your spouse must have consented in writing to the rejection.

If you are retired and you receive your benefit in the Unlevel Income Option form (see page 19), the guarantee equals 60 times the maximum benefit payable under the Option. If you receive a Level Benefit form of payment, the guarantee equals 60 times the benefit you were receiving prior to your death.

SURVIVOR BENEFITS BEFORE RETIREMENT

There are several types of survivor benefits if you die prior to your retirement on a pension. If you qualify for more than one of these survivor benefits, only one is payable. If your spouse survives you and your surviving spouse is eligible for benefits under the Plan, the Fund Office will furnish your surviving spouse with a written explanation describing the amount and form of each survivor benefit and will provide a form on which to elect the choice of benefit.

PRE-RETIREMENT SURVIVING SPOUSE PENSION

Your surviving spouse will receive a Pre-retirement Surviving Spouse Pension if you die prior to becoming a pensioner if at the time of your death:

1. you had at least 5 Pension Credits, including one earned in two consecutive Calendar Years beginning on or after January 1, 1999,
2. you were age 55 or older, and
3. you were married to your surviving spouse for the year preceding your death.

If you die when you are eligible for payment of a pension, your surviving spouse will receive 50% of the Joint and Survivor Pension amount that would have been payable to you had you retired on the day before you died. This is called a Pre-retirement Surviving Spouse Pension. As with the Joint and Survivor Pension, there is an adjustment in the Pre-retirement Surviving Spouse Pension amount for each full year in age difference between you and your spouse.

Before Age 50

If you die before you are old enough to receive a pension, your surviving spouse will receive 50% of the Joint and Survivor Pension amount that would have been paid to you if you had retired at the age you would have qualified for payment of a pension and the survivor’s pension will begin following the month you would have reached that age had you lived. This means that if you were younger than age 50 on the date of death and you had the service required for an Early Retirement Pension (at least 20 Pension Credits), the benefit for your spouse will be determined as if you were age 50 at the time of death and will begin when you would have reached age 50 had you lived. If upon your death you do not have the service required for an Early Retirement Pension but have at least 5 Years of Vesting Service, the benefit for your spouse is payable when you would have reached age 55 had you lived.

On or After Age 50

Your surviving spouse may elect, in writing, to defer commencement of the Pre-retirement Surviving Spouse Pension until a specified date that is no later than the first of the month on or immediately before the date upon which you would have reached age 65.

Upon your death, the monthly amount of the benefit payable will be calculated as if you had retired on the day before your death. If you die before age 65, the benefit under the 60-month Guarantee will be the higher benefit provided under the Unlevel Income Option. If you die on or after age 65, the benefit payable under the 60-month Guarantee will be the Level Benefit amount.

The Pre-retirement Surviving Spouse Pension will be paid on a monthly basis for the remainder of your eligible surviving spouse’s lifetime, except that if the total value of the benefit is $1,000 ($3,500 prior to January 1, 1998) or less, the Board of Trustees will make a lump-sum payment to your surviving spouse.

DEATH BENEFIT

You are eligible for a death benefit if you have at least 10 Pension Credits and have worked at least 7,000 hours in Covered Employment for which contributions were made to the Fund, provided you have earned at least 1/2 Pension Credit in the Calendar Year in which you died or in the immediately preceding Calendar Year.

This death benefit is equal to the total of your number of Pension Credits times $100, up to a maximum of $2,000.

The death benefit is payable to your surviving spouse or any dependent children as designated in writing by you. If your designated beneficiary is not your spouse, and you are married, your spouse must give written consent to the designation. If there is no designated beneficiary, the death benefit will be paid to your surviving spouse, or, if none, in equal shares to your dependent children. If there are no dependent children, the benefit will be paid to your estate.

This death benefit does not apply if the Joint and Survivor Pension or the 60-month Guarantee is in effect.

RETIREMENT

EMPLOYMENT PROHIBITED AFTER RETIREMENT

You must be retired to receive monthly pension payments. To be considered retired, you cannot be employed or self-employed in disqualifying employment. Disqualifying employment means work of 40 hours or more per month in an industry, occupation and geographic area covered by the Plan while you are receiving pension payments.

In Missouri, the Plan has jurisdiction in all counties except Lincoln, Warren, Franklin, St. Charles, St. Louis and Jefferson Counties and the City of St. Louis.

In Kansas, the Plan has jurisdiction only in Leavenworth, Wyandotte, Johnson, and Miami Counties.

For purposes of applying the 40-hour rule, all paid hours are counted, including paid non-work hours.

If you are a Disability Pensioner, you are not entitled to a pension if you work in any type of employment.

You may request a ruling from the Trustees on whether a particular type of contemplated employment will be in violation of retirement.

SUSPENSION OF BENEFITS

If you take a job in disqualifying employment, or if you are a Disability Pensioner who takes any job, you will then be required to give up your pension benefits for the month during which you are employed. You will also be required to notify the Fund Office, in writing, within 21 days after you start work, regardless of the number of hours you intend to work. If you do not provide the required information, the Trustees will assume that you are working in disqualifying employment and your pension will be stopped until you prove such work was not disqualifying.

BENEFIT PAYMENTS FOLLOWING SUSPENSION

If you work in disqualifying employment and then want to again receive your pension benefits, you must notify the Fund Office in writing of your re-retirement. The notice to the Fund Office to reinstate the pension must include your name, social security number and the date on which you stopped working in disqualifying employment. Payments will begin the first of the month following the latest of:

1. the date you stopped working in disqualifying employment, or

2. the date your notice to resume payments is filed with the Fund Office.

If you work in disqualifying employment and earn a Year of Vesting Service, your pension benefit will be recalculated and will include additional Pension Credits earned. A new election of the Joint and Survivor Pension or any other optional form of payment can be made when you resume retirement if you earn at least one consecutive Year of Vesting Service. If you originally retired with an Early Retirement Pension and your benefit was suspended for three months, your pension will be recalculated for your increased age. This recalculation will take effect January 1 following each year in which you worked in disqualifying employment. In addition, your recalculated pension will be actuarially adjusted based on your age when you retired for the second time and to take into account the benefit payments you received before you returned to disqualifying employment.

Repayment Provisions

It is important to understand that if you work in disqualifying employment and receive a pension, you are obligated to repay the pension amounts received during the months of disqualifying employment. The Pension Fund has the right to recover pension payments which were improperly received during a period of disqualifying employment, including the right to use offsets against future benefits payments.

If you are age 65 or older, the Trustees will withhold the entire amount of the first benefit payment due upon your later return to retirement plus, if necessary, an amount from your future checks equal to 25% of the subsequent pension payments to recover any benefits paid to you while you worked in disqualifying employment.

If you are younger than age 65, the Trustees will withhold 100% of your monthly benefit for the first three payments, then 25% of your monthly benefit thereafter until the entire amount owed is repaid.

If you die before the entire amount owed is recovered, benefits payable to your surviving spouse will be reduced by 25% until the overpayment is repaid.

APPLICATION FOR AND PAYMENT OF PENSION BENEFITS

APPLICATION FOR A PENSION

You can receive a pension application by writing, calling, or visiting the Fund Office at the address and telephone number shown on the inside front cover of this booklet. If you need any help in filling out your pension application, the staff at the Fund Office will assist you.

You should file your application for pension benefits in advance of the date you expect to retire. Instructions describing the types of acceptable proof of age will be given with your application. If you want your pension paid as a Joint and Survivor Pension, you will be asked to submit proof of your age, your spouse's age and proof of your marriage. The Trustees may rely on the documentation you submit.

You must verify your work in Covered Employment before January 1, 1970, the date contributions were first paid to the Fund. In most cases, you must submit a form to the Social Security Administration. Obtaining the information from Social Security may take several months. Therefore, in planning for your retirement, you should get in touch with the Fund Office within six months to one year before you want your monthly benefits to begin. Otherwise, your payments may be delayed.

EFFECTIVE DATE OF PENSION

Pensions are usually effective on the first day of the month following the month all conditions for the pension are met, including the filing of a pension application.

Your payment will begin at least 30 days, but not more than 90 days, after the Fund Office has received your completed application for benefits. Benefits for a Joint and Survivor Annuity may begin as early as the eighth (8^{th}) day provided you and your spouse waive the 30-day minimum waiting period in writing, and submit the waiver according to the Fund Office procedures.

The effective date of a Disability Pension is the later of the first day of the seventh month following the month in which the total and permanent disability began, or the first day of the month after the pension application is filed.

You may not postpone the start of your monthly pension past the April 1st of the year following the year in which you turn age 70 1/2.

APPLICATION FOR SURVIVOR BENEFIT

As soon as possible after your death, your spouse or beneficiary should contact the Fund Office to request instructions about filing an application for survivor benefits. A copy of the death certificate will be required and if the beneficiary is your surviving spouse, a copy of the marriage license may be required.

LUMP-SUM PAYMENT OF SMALL BENEFITS

If the actuarial present value of a monthly benefit payable to you or to your surviving spouse is $5,000 ($3,500 prior to January 1, 1998) or less, but is $1,000 or greater, the Trustees will pay the value of the benefit in a lump-sum with your consent.

If the actuarial present value of a monthly benefit payable to you or to your surviving spouse is less than $1,000, the Trustees will pay the value of the benefit in a lump sum. Consent from you or your spouse is not required for this form of payment.

However, this provision does not apply after payment of a monthly retirement benefit has begun.

NOTE: You should refer to the question: "Can I Roll My Distribution Tax-Free to an IRA or Other Qualified Plan?" (page 48) for more information concerning lump-sum payments.

INCOMPETENT PENSIONER OR BENEFICIARY

If the Trustees determine that you are unable to take care for your affairs or your beneficiary is so unable because of mental or physical incapacity, the Trustees may apply any payment due to your or your beneficiary's maintenance and support or make such payment to the person that the Trustees find to be an object of your natural bounty or your beneficiary's natural bounty. However, if a legally appointed guardian, committee, or other legal representative makes a claim for payment, the Trustees will make payments to that guardian, committee or legal representative on behalf of you or your beneficiary.

TRUSTEES RIGHT TO RECOVER PAYMENTS

If the Plan makes inadvertent, mistaken or excessive payments of benefits, the Trustees or their representatives, have the right to recover such payment.

APPEAL OF DENIAL OF BENEFITS

PROCEDURES WHEN YOUR BENEFITS ARE DENIED (OTHER THAN DISABILITY PENSION BENEFITS)

If a claim is denied in full or in part, you or your duly authorized representative may request a review of the denial of the claim to the Board of Trustees or the Claims Appeal Committee, each of which has authority to make the final decision on review. The Board or Committee will conduct a full and fair review. **The request for review must be made by written application and within 60 days after you receive written notification of denial of a claim.**

No requests for review will be considered by the Board or the Committee following the 60-day period.

You or your duly authorized representative may:

(a) request a review of the denial of such a claim upon written application to the Plan,

(b) review and copy pertinent documents,

(c) submit issues and comments in writing, and

(d) as part of your written request for review, you may request a hearing before the Board or Committee.

If a hearing is not requested, the Board or Committee will make a prompt decision on the review of the claim and notify you of the decision within 60 days after receiving the request for review, unless special circumstances, such as the need to hold a hearing, requires an extension of time for processing, in which case a decision will be rendered as soon as possible, but not later than 120 days after receipt of a request for review.

The Board or Committee will hold regularly scheduled meetings.

A decision will be made by the Board or the Committee no later than the date of the regularly scheduled meeting of the Committee or Board which immediately follows the Plan's receipt of your request for review, unless the request for review is filed within 30 days before the date of such meeting following the Plan's receipt of the request for review. If special circumstances (such as the need to hold a hearing) require a further extension of time for processing, a decision will be rendered not later than the third meeting of the Committee or Board following the Plan's receipt of your request for review. If such an extension of time for review is required because of special circumstances, written notice of the extension will be furnished to you prior to the commencement of the extension.

The decision on review or upon hearing will be in writing and will include specific reasons for the decision written in a manner calculated to be understood by you as well as specific references to the pertinent Plan provisions on which the decision is based. The decision on review or upon hearing will be furnished to you within the times set forth above. If the decision is not furnished within such time, the claim will be deemed denied on review.

PROCEDURES WHEN YOUR DISABILITY PENSION BENEFITS ARE DENIED

You must file your application for a Disability Pension in writing. You may contact the Fund Office for a Disability Pension application form. The Trustees are required to advise you of their initial decision within 45 days from the time that the Trustees receive your written application, unless an extension applies.

The Trustees may extend the 45-day deadline for making their initial decision. There may be two separate extension periods of 30 days each in the case of circumstances beyond the control of the Plan. Such circumstances may include a delay in obtaining medical information from a physician or other provider. The Plan will notify you in writing before the end of the 45-day period if the first extension is used and before the 75-day period (the initial 45 days plus the first 30-day extension period) if the second extension is used.

If the Trustees need additional information to process your Disability Pension application, they will request it from you within the initial 45-day period. You then have 45 days to obtain the additional information. If you do not provide the requested information, your claim for a Disability Pension will be denied within 30 days of your deadline for submitting the additional information.

The Trustees may delegate their responsibilities to decide your claim for a Disability Pension to any committee or individual, including a Claims Review Committee.

If the Trustees deny your claim or any part of your claim for a Disability Pension, you will receive a notice entitled “Denial of Claim for Disability Pension.” The notice will include the following:

1. Specific reason or reasons for the denial or adverse determination,

2. Reference to the specific Plan provisions on which the determination is based,

3. Description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary,

4. Description of Plan's review procedures and applicable time limits,

5. Statement of your right to bring a civil action under ERISA Section 502(a),

6. If the denial is based on an internal rule, guideline, protocol or other similar criteria, a statement that you may obtain a free copy of such rule, guideline, protocol or other similar criteria upon request, and

7. If the denial is based on medical necessity or experimental treatment or similar exclusion or limit, a statement that you may obtain a free copy of an explanation of the scientific or clinical judgment for the determination upon request.

You may file a written appeal of the denial of your claim for a Disability Pension with the Trustees within 180 days after you receive notice of the denial of your claim. You may authorize a representative to act on your behalf by providing the Trustees with your written authorization. You may contact the Fund Office for the authorization form. Your appeal will be reviewed and decided by a named fiduciary of the Plan. The named fiduciary will not be the same individual or committee that made the initial decision on your application or a subordinate of that individual or committee.

The Trustees may delegate their responsibilities to decide your appeal to any committee or individual, including a Claims Review Committee. The individual or committee so delegated will not be the same person or persons who initially decided your claim or anyone subordinate to that person or persons.

If you file a timely written appeal, you are entitled to the following rights and procedures:

1. The right to submit additional materials, including any comments, statements or documents,

2. The right to review all relevant information (free of charge) upon reasonable request to the Trustees. A document, record or other information is relevant if:

    - it was relied upon by the Plan in making the decision,
    - it was submitted, considered or generated in the course of making the benefit determination (regardless of whether it was relied upon), or

- it demonstrates compliance with the claims processing requirements that the determination be consistent when applied to similarly situated claimants, and

3. The right to be advised of the identity of any medical experts.

The Board of Trustees or other person or committee reviewing your appeal will consider all comments, documents, records and other information that you submit without regard to whether the information was submitted or considered in the initial claim decision. The person or committee deciding your appeal cannot defer to the initial benefit determination. They must make a new determination based on their consideration of the materials submitted to them.

If the determination is based on medical necessity or appropriateness, the Trustees must consult a medical professional who is not the same individual consulted on the initial claim review or a subordinate of that individual.

In deciding an appeal of any benefit determination that is based in whole or in part on a medical judgment, the Trustees must consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.

The Trustees will make their decision on your appeal within 45 days after receiving your written appeal. However, if special circumstances require a delay in the decision, the Trustees will notify you of the reasons for the delay within the 45-day period. The Trustees will issue a delayed decision no later than 90 days after the date they receive your request for review.

Alternatively, the Trustees may also make their decision at their next quarterly meeting. If they receive your appeal request within 30 days of their quarterly meeting, then they may make their decision at the subsequent quarterly meeting or if there are special circumstances, by the third meeting following their receipt of your appeal.

You will receive a written statement of the decision within five days of the date that the decision is made.

The Trustees' written decision on your appeal will:

1. Contain the reason or reasons for the adverse decision,

2. Refer to specific Plan provisions on which the decision is based,

3. Notify you of your right to access and copy (free of charge) all documents, records and other

information relevant to the claim,

4. Notify you of the right to bring a civil action under ERISA, and

5. Notify you of any additional voluntary appeal procedures offered by the Plan, if any.

The determination of your appeal under these procedures is binding upon all parties to the decision.

HEARING PROCEDURE

The following procedures are established for hearings by the Board of Trustees or Claims Appeal Committee.

(a) You and/or your duly authorized representative will be afforded an opportunity to appear before the Board or Committee and will have the right and opportunity to examine witnesses, produce documents and other evidence material to the claim.

(b) The proceedings of the hearing will be preserved by means of tape recordings, stenographic or court reporter's records.

(c) In conducting the hearing, the Board or Committee will not be bound by the usual common law or statutory rules of evidence.

(d) You or your representative will have the right to review the tape recording of the hearing and obtain a reproduced copy thereof and obtain a copy of all documents and records introduced or referred to. The cost of copies of documents will be $.25 per page. The tape recording will be furnished for the actual cost of the tape cassette.

(e) There will be copies made of all documents and records introduced at the hearing, and same will be attached to the record of the hearing and made a part thereof. In lieu of attaching copies of the documents and records, reference may be made to them on the tape recording, and same will be retained in your claim file.

(f) All information upon which the Board or Committee bases its decision will be disclosed to you or your representative at the hearing.

(g) In the event that additional evidence is introduced by the Board, which is not made available to you prior to the hearing, you will be granted a continuance of so much time as you desire, not to exceed thirty (30) days. (For the purposes of this section, evidence discovered upon examination of your own witnesses will not be considered "new evidence.")

(h) You will be afforded the opportunity of presenting any evidence in your behalf. If you offer new evidence, the hearing may be adjourned for a period of not more than thirty (30) days so that the

Board or Committee may investigate and determine whether additional evidence or the accuracy of your new evidence will be considered.

The written decision of the Board or Committee will be final, binding and conclusive upon you. All review procedures described above must be followed and exhausted before you may institute any legal action including an action or proceedings before any court, administrative agency or arbitrator.

PROCEDURES FOR QUALIFICATION OF DOMESTIC RELATIONS ORDERS

The Plan, in accordance with the law, must recognize a qualified domestic relations order.

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

A “domestic relations order” is a “qualified domestic relations order” (QDRO) if it creates or recognizes the existence of an alternate payee’s right to, or assigns to an alternate payee the right to, receive all or a portion of the benefits payable to a participant under a plan, specifies required information, and does not alter the amount or form of plan benefits.

An “alternate payee” is a spouse, former spouse, child or other dependent of a participant who is recognized by a domestic relations order as having a right to receive all, or a portion of, the benefits under a plan with respect to the participant.

PROCEDURE FOR QUALIFIED DOMESTIC RELATIONS ORDERS

1. In the event that a participant is involved in a divorce action and the parties need or want to obtain information concerning the participant’s pension benefits, the participant and/or alternate payee and/or their designated representatives must submit a request for information, in writing, to the Fund Office. An Authorization to Release Information should be sent with the letter requesting information. The Authorization to Release Information form may be obtained from the Fund Office.

2. If the participant is obtaining a divorce or has obtained a divorce, and a domestic relations order (usually referred to as a Divorce Decree or Decree of Dissolution) is to be entered or has been entered, the following process should be followed:

    a. The participant, alternate payee and/or their designated representative, must submit a copy of the domestic relations order or proposed order to the Pension Fund Office as soon as possible. It is suggested that a proposed domestic relations order be sent to Fund

Counsel prior to obtaining the Court's approval so that the necessary revisions can be made to the order before it is entered by the Court.

b. Fund Counsel will review the domestic relations order to determine if it contains all of those items required by the Retirement Equity Act of 1984 (REA). The Fund consultant and/or Fund actuary will issue a benefits report that will include a calculation of benefits to be paid to the participant and/or to the alternate payee, an actuarial analysis and a determination as to whether the order conforms to the provisions of the Plan.

c. For a domestic relations order to be qualified it must meet the requirements of Subsections (i) through (viii), below:

   i. The order must specify the name and the last known mailing address of the participant and the name and mailing address of each alternate payee covered by the order.

   ii. The order must specify the social security numbers of the participant and each alternate payee.

   iii. The order must specify the amount or percentage of the participant's benefits to be paid by the Fund to each alternate payee, or the manner in which the amount or percentage is to be determined.

   iv. The order must specify the number of payments or period of time to which the order applies.

   v. The order must state the proper legal name of each plan (or predecessor plan) to which the order applies.

   vi. The order must not require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan.

   vii. The order must not require the Plan to provide benefits in excess of the benefits to which the participant would otherwise be entitled under the Plan (determined on the basis of actuarial value).

   viii. The order must not require the payment of benefits to an alternate payee that are required to be paid to another alternate payee under another order previously determined to be a QDRO.

d. Fund Counsel will contact the participant and alternate payee and/or their designated representatives to resolve any issues that prevent the domestic relations order from being qualified.

e. The domestic relations order will then be submitted to the Pension Fund's QDRO committee for final approval as a qualified order.

f. A copy of the final order entered by the court will be retained in the Fund's permanent files for both the participant and the alternate payee.

g. If the review process is not completed within eighteen (18) months after benefit payments are to be made in accordance with a QDRO, the Fund will distribute the pension benefits as if a QDRO concerning the distribution of pension benefits was never entered.

h. During the period that a QDRO is being reviewed, the Pension Fund will not distribute any pension benefits, unless the pension benefits are not in dispute.

3. If the participant or alternate payee has any questions concerning the interpretation of the order, after a domestic relations order has been qualified, he/she should contact the Pension Fund Office, in writing, to request a clarification. Any requests for clarification concerning QDROs will be submitted to the Pension Fund's QDRO committee for a decision. The committee will have the authority to interpret, construe and apply the provisions of the QDRO and to make all decisions concerning the participant's or alternate payee's entitlement to benefits.

Thus, if a QDRO requires the distribution of all or part of your benefits under the Plan to an alternate payee, the Trustees are required to comply with the order.

SOME GENERAL QUESTIONS AND ANSWERS

The following may answer some of your questions about the Pension Plan.

What is the Pension Fund?

The Pension Fund is a legal trust fund set up for the purpose of providing retirement benefits. The Agreement and Declaration of Trust, dated January 1, 1970, and as amended thereafter, establishes the Pension Fund. The Trust Agreement and the Pension Plan govern the Pension Fund's operation.

What is the Pension Plan?

The Pension Plan is a document that sets forth the various types of pensions provided by the Fund and the benefit amounts and eligibility requirements for each type of pension.

Who Administers the Fund?

A Board of Trustees, which serves without any compensation, acts on behalf of you and your fellow Employees in managing the Pension Fund's operations. This Board is made up of Union and employer representatives whose powers and duties are set forth in a legal document called the Agreement and Declaration of Trust.

How were the Benefit Amounts for the Various Types of Pensions Determined?

The Pension Plan was set up on the basis of detailed actuarial studies so that the persons approved for pensions are assured that they will receive the promised benefits for the remainder of their lives following retirement.

Who Pays the Cost of the Pension Plan?

The entire cost of the Plan is paid by the participating employers who contribute to the Pension Fund in accordance with their collective bargaining or other written agreements. No Employee contributions are required or accepted.

Who is Covered by the Pension Plan?

All Employees for whom employers are obligated to make contributions to the Pension Fund in accordance with collective bargaining agreements or other written agreements are covered by the Pension Plan.

Can the Benefits Under the Plan be Changed?

Yes. As experience under the Plan develops, the Trustees have the authority to change the benefit amounts payable under the Plan. Any change will be made upon the recommendations of an actuary who has made necessary calculations to assure the validity of such change.

Can I Receive Social Security Benefits in Addition to the Benefits Provided by this Plan?

Yes. Social Security benefits are paid by the Social Security Administration independently of this Plan. You should file for any Social Security benefits to which you are entitled.

May I Obtain a Statement of the Pension Credit, Vesting Service and Benefits I Have Earned?

Yes. Once each year, you may receive a statement of Pension Credit, vesting service and benefits earned by submitting a written request to the Fund Office.

What Happens if I am Too Ill to Manage my Own Affairs?

Any benefits due you may be paid to your legal guardian, committee, or legal representative, or, in their absence, to any blood relative or connection by marriage the Trustees consider entitled to receive them for you.

May I Receive a Pension from this Plan and Accident and Sickness Benefits from the Health and Welfare Plan at the Same Time?

You will not be entitled to a pension in any month in which you receive Loss of Time Benefits from the Mo-Kan Teamsters Health and Welfare Plan.

If I Owe Money, Can I Sign Over my Pension Benefit?

No. Benefits cannot be sold, assigned, or pledged as a security for a loan and to the extent permitted by law, benefits are not subject to garnishment or attachments.

Can I Roll My Distribution Over Tax-Free to an IRA or Other Qualified Plan?

Generally, all distributions, including death benefits paid to your spouse, are eligible for tax-free rollover except for distributions that are:

1. substantially equal periodic payments over

   a. the life (or life expectancy) of a participant, or joint lives of a participant and beneficiary, or

   b. a scheduled period of at least 10 years, or

2. mandatory minimum distributions after age 70½.

The only distributions that are eligible for tax-free rollover to an IRA or another qualified plan under provisions of this Plan are a lump sum cashout of $5,000 or less or a lump sum death benefit payment to a surviving spouse, or the 60-month guarantee benefit payment to a surviving spouse.

A payment that is eligible for rollover can be taken in two ways. You can have all or any portion of your payment either (1) paid in a direct rollover or (2) paid to you. This choice will affect the tax you owe.

If you choose a direct rollover:

1. your payment will not be taxed in the current year and no income tax will be withheld,

2. your payment will be made directly to your IRA or, if you choose, to another qualified retirement plan that accepts your rollover, and

3. your payment will be taxed later when you take it out of the IRA or the qualified retirement plan.

If you choose to have your benefit paid to you:

1. you will receive only 80% of the payment, because federal law requires that the Fund withhold 20% of the payment and send it to the Internal Revenue Service as income tax withholding to be credited against your taxes,

2. your payment will be taxed in the current year unless you roll it over (you may be able to use special tax rules that could reduce the tax you owe, however, if you receive the payment before

age 59½ you also may have to pay an additional 10% tax),

3. you can roll over the payment by paying it to your IRA or to another qualified retirement plan that accepts your rollover within 60 days of receiving the payment, and the amount will not be taxed until you take it out of the IRA or other qualified retirement plan, and

4. if you want to roll over 100% of the payment to an IRA or another qualified retirement plan that accepts your rollover, you must find other money to replace the 20% that was withheld (if you roll over only the 80% that you received, you will be currently taxed on the 20% that was withheld and not rolled over).

Federal law requires the Fund Office to provide you with a timely "Special Tax Notice Regarding Plan Payments" which describes your rights and obligations regarding rollovers and withholding requirements.

IMPORTANT FACTS ABOUT THE PLAN

The following information provides important facts about the Plan, which you should know.

1. **Plan Name.** This Plan is known as the Mo-Kan Teamsters Pension Plan.

2. **Board of Trustees.** A Board of Trustees is responsible for the operation of the Plan. The Board of Trustees consists of employer and Union representatives. If you wish to contact the Board of Trustees, you may use the address and telephone number below:

   Board of Trustees
   Mo-Kan Teamsters Pension Plan
   3100 Broadway - Suite 805
   Kansas City, Missouri 64111
   Telephone: (816) 756-3313
   Toll Free: (866) 756-3313

   The Board of Trustees is both Plan Sponsor and Plan Administrator. The Trustees of this Plan are:

UNION TRUSTEES	EMPLOYER TRUSTEES
Mr. Jed L. Cope, Chairman Teamsters Local Union No. 541 4501 Emanual Cleaver II Blvd. Kansas City, Missouri 64130-2334	Mr. Jeffrey L. Chaikin, Secretary The Builders Association 632 West 39th Street Kansas City, Missouri 64111-2910
Mr. Lyle Farrand Teamsters Local Union No. 541 4501 Emanual Cleaver II Blvd. Kansas City, Missouri 64130-2334	Mr. James R. Miller J.E. Dunn Construction Company 929 Holmes Street Kansas City, Missouri 64106
Mr. C. Sean Gillihan Teamsters Local Union No. 541 4501 Emanual Cleaver II Blvd. Kansas City, Missouri 64130-2334	Mr. Daniel R. Beutler George J. Shaw Construction Co. 1601 Walrond Avenue Kansas City, Missouri 64127
ALTERNATE TRUSTEE Mr. Larry Ballew Teamsters Local Union No. 833 No. 2 Bunker Road Eldon, Missouri 65026	

3. **Identification Numbers.** The number assigned to this Plan by the Board of Trustees, pursuant to instructions of the Internal Revenue Service, is 001.

   The Employer Identification Number (EIN) assigned to the Board of Trustees by the Internal Revenue Service is 43-6142288.

4. **Agent for Service of Legal Process.** Michael C. Arnold of Arnold, Newbold, Winter & Jackson, P.C. is the agent for service of legal process. Accordingly, if legal disputes involving the Plan arise, any legal documents should be served upon Mr. Arnold at the offices of counsel, located at 1125 Grand Avenue, Suite 1600, Kansas City, Missouri 64106-2503. In addition, any Trustee may be served legal documents at the Fund Office address.

5. **Collective Bargaining Agreements.** This Plan is maintained pursuant to collective bargaining agreements between the employers and Participating Unions.

   The Fund Office will provide you, upon written request, information as to whether a particular employer is contributing to the Plan on behalf of participants working under collective bargaining agreements.

   The Fund Office will also provide you, upon written request, a complete list of all sponsoring employers of the Plan; this list is also available for examination at the Fund Office, the Union hall, and at worksites where at least 50 Plan participants are customarily employed.

6. **Source of Contribution.** The benefits described in this booklet are provided through employer contributions. The amount of employer contributions and the Employees on whose behalf contributions are made are determined by the provisions of the collective bargaining agreements.

7. **Pension Trust's Assets and Reserves.** All assets are held in trust by the Board of Trustees for the purpose of providing benefits to eligible participants and defraying reasonable administrative expenses. The Pension Trust's assets may be invested in certificates of deposit, Federal treasury notes and bills, corporate bonds, equities and real estate.

8. **Type of Plan.** This is a defined benefit plan maintained for the purpose of providing retirement benefits to eligible participants.

9. **Eligibility and Benefits.** The types of benefits provided and the Plan's requirements with respect to eligibility, as well as circumstances that may result in disqualifications, ineligibility, or denial or loss of any benefits, are fully described in this booklet.

10. **Interpreting the Plan.** Only the Board of Trustees has the authority and discretion to interpret the Plan and to determine your eligibility for benefits and your right to participate in the Pension Fund. The Trustees have the authority, in their sole discretion, to exercise all the other powers specified in this Plan. No employer, Union, or other representative is authorized to interpret this

Plan or speak for or commit the Board of Trustees on any matter relating to the Pension Fund or Plan.

Any information you request about the Plan will be provided in writing and signed by the Trustees or the Administrator for the Pension Plan. Decisions of the Trustees (or of those acting for the Trustees) are final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. If a decision of the Trustees or those acting for the Trustees is challenged in court, it is the intention of the parties to the Trust that such decision is to be accorded judicial deference and be upheld unless it is determined to be arbitrary or capricious.

11. **Amendment of the Plan.** While the Trustees fully intend to continue the Plan, they reserve the right to alter or, if necessary, discontinue the Plan. The Plan may be amended or terminated under circumstances allowed by ERISA and the terms of the governing Trust Agreement. If the Trustees amend or terminate the Plan, they will notify you in writing of the changes to your benefits.

If the Plan terminates or ends, the money in the Trust Fund, to the extent possible, will be used to provide the benefits that are due according to the priority required by law and stated in the Plan Document. Generally, the funds would first be used to provide the benefits of retired Participants and Participants with longer service, and then would be used to provide the benefits of shorter service Participants.

Benefits may be paid as soon as the Plan termination has been approved by government agencies, or payment may be deferred to a later time. The Board of Trustees will determine when benefits are to be paid and will obtain government approval, if necessary.

12. **Mistaken, Excessive, Erroneous, or Fraudulent Payments.** If the Plan makes any inadvertent, mistaken, excessive, erroneous, or fraudulent payment of benefits, the Trustees or their representative(s) will have the right to recover such inadvertent, mistaken, excessive, erroneous, or fraudulent payments.

13. **Government Insurance Program (PBGC).** 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.

The PBGC guarantee generally covers,

- Normal and early retirement benefits,
- Disability benefits if you become disabled before the Plan becomes insolvent, and
- Certain benefits for your survivors,

The PBGC guarantee generally does not cover,

- Benefits greater than the maximum guaranteed amount set by law,
- Benefits based on Plan provisions that have been in place for fewer than five years at the earlier of,
    - The date the Plan terminates, or
    - The time the Plan becomes insolvent,
    - Benefits that are not vested because you have not worked long enough,
- Benefits for which you have not met all of the requirements at the time the Plan becomes insolvent, and
- 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 Technical Assistance Division
1200 K Street N.W., Suite 930
Washington, D.C. 20005-4026

You may also call the PBGC at 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 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.

14. **Top Heavy Rules.** This information is being provided in compliance with ERISA and Labor Department requirements; however, it is very unlikely that these rules will apply to participants of this Pension Plan.

Under a complicated set of rules and mathematical calculations, as required by the Internal Revenue Code, the Plan may be a Top Heavy Plan. The Plan Administrator each year is responsible for determining whether the Plan is a Top Heavy Plan.

If the Plan becomes Top Heavy in any year, your non-forfeitable right to benefits from employer contributions made to the Plan will be determined according to the following schedule:

Years of Service	Percentage
Less than 2 years	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%
5 but less than 6	80%
6 or more years	100%

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

The same basic rights have now been incorporated in the Employee Retirement Income Security Act of 1974. Those rights are set forth in the following section.

16. **Plan Year.** The Plan Year is the Calendar Year. December 31 of each Calendar Year is considered the plan's year end for purposes of maintaining the plan's fiscal records.

ERISA RIGHTS

As a Participant in the Mo-Kan Teamsters Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants are entitled to the following rights:

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. These include 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 (EBSA).

- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan. These include insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

- Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (age 65 or the age of the Participant as of the fifth (5) anniversary of participation and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 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 upon the people who are responsible for the operation of the Employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the 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, 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 (EBSA), U.S. Department of Labor, listed in your telephone directory or:

The Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue N.W.
Washington, D.C. 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration. For single copies of publications, contact the Employee Benefits Security Administration Brochure Request Line at 800-998-7542 or contact the EBSA field office nearest you.

You may also find answers to your Plan questions at the website of the EBSA at www.dol.gov/dol/ebsa/. A list of EBSA Field Offices is located at www.dol.gov.

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APPENDIX A

ACCRUAL RATES FOR YEAR BEGINNING

ON OR AFTER JANUARY 1, 1999

Contribution Hours* Required to be Paid in a Plan Year	**$2.75 and up**	**$2.50**	**$2.25**	**$2.00**	**$1.75**	**$1.50**	**$1.25**	**$1.00**	**$.75**	**$.50**	**$.25**
0 – 499	0	0	0	0	0	0	0	0	0	0	0
500 – 599	$35.25	$34.05	$32.80	$31.55	$26.35	$22.60	$18.80	$15.10	$11.30	$7.60	$3.80
600 – 699	42.30	40.85	39.35	37.85	31.65	27.10	22.55	18.10	13.55	9.10	4.55
700 – 799	49.35	47.65	45.90	44.20	36.90	31.60	26.30	21.10	15.80	10.65	5.30
800 – 899	56.40	54.45	52.45	50.50	42.15	36.10	30.05	24.15	18.05	12.15	6.10
900 – 999	63.45	61.25	59.00	56.80	47.45	40.60	33.80	27.15	20.30	13.65	6.85
1,000 – 1,099	70.50	68.05	65.60	63.10	52.70	45.15	37.55	30.15	22.60	15.15	7.60
1,100 – 1,199	73.78	71.21	68.64	66.03	55.15	47.24	39.29	31.55	23.64	15.86	7.95
1,200 – 1,299	77.06	74.37	71.69	68.97	57.60	49.34	41.04	32.95	24.69	16.56	8.30
1,300 – 1,399	80.33	77.53	74.73	71.90	60.05	51.43	42.78	34.35	25.73	17.27	8.65
1,400 – 1,499	83.61	80.69	77.78	74.83	62.50	53.53	44.53	35.75	26.78	17.97	9.00
1,500 – 1,599	86.89	83.86	80.82	77.77	64.95	55.62	46.27	37.15	27.82	18.68	9.35
1,600 – 1,699	90.17	87.02	83.87	80.70	67.40	57.72	48.02	38.55	28.87	19.38	9.70
1,700 – 1,799	93.44	90.18	86.91	83.63	69.85	59.81	49.76	39.95	29.91	20.09	10.05
1,800 – 1,899	96.72	93.34	89.96	86.57	72.30	61.91	51.51	41.35	30.96	20.79	10.40
1,900 or more	100.00	96.50	93.00	89.50	74.75	64.00	53.25	42.75	32.00	21.50	10.75

*Banked hours may not be used to bring the total in any year above 1,000 hours.