



**CONSTRUCTION INDUSTRY LABORERS
SUPPLEMENTAL MEDICAL AND RETIREE TARGETED (SMART) FUND**

6405 Metcalf, Suite 200
Overland Park, KS 66202

**SUMMARY PLAN DESCRIPTION
AS OF
OCTOBER 1, 2015**

**CONSTRUCTION INDUSTRY LABORERS
SUPPLEMENTAL MEDICAL AND RETIREE TARGETED (SMART) FUND**

Dear Participants and Beneficiaries:

We are pleased to distribute this new Summary Plan Description (Booklet) for the Construction Industry Laborers Supplemental Medical and Retiree Targeted (SMART) Fund (Plan). This Booklet explains the various benefits offered by the Plan, how they are determined and when they are paid. The benefits described in this summary are available if you retire, become disabled, terminate your employment or die while you are a Participant. It is very important to keep the Fund Office informed of any changes to your personal information. .

This Booklet is for your use and is intended to help you understand the Plan.

Nothing in this Booklet is intended to interpret or change in any way the provisions of the Plan Document. The Board of Trustees shall have sole and exclusive authority and discretion to interpret and apply all terms of the Plan Document and Summary Plan Description, the Agreement and Declaration of Trust and/or any rules and regulations established by the Board of Trustees including, but not limited to, provisions covering eligibility for, entitlement to and/or nature of, amount and duration of benefits.

No Employer, Union, or any representative of any Employer or Union, in such capacity, is authorized to interpret this Plan. No Employer, Union, or any representative of any Employer or Union in such capacity may bind the Plan or act as an agent of the Trustees or the Plan.

Please review this Booklet thoroughly so that you have a clear understanding of your benefits under the Construction Industry Laborers Supplemental Medical and Retiree Targeted (SMART) Fund. Keep this booklet in a safe place for future reference.

If at any time you have any questions about your Plan, do not hesitate to call or write the Fund Office for assistance.

Sincerely,

THE BOARD OF TRUSTEES

Union Trustees

Jason P. Mendenhall

Tim L. Bell

Mark R. Nidiffer

Employer Trustees

Doug Hall

Mathew J. Bowen

Stephen T. Kellerman

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Only the Board of Trustees and/or its authorized agents are empowered to interpret the Plan of benefits described in this booklet. No Employer, Union, or any representative of an Employer or Union is authorized to interpret the Plan on behalf of the Board of Trustees, nor can any such person or entity act as an agent of the Board of Trustees.
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THE PLAN AND HOW IT WORKS

This Plan was established to provide a defined contribution profit sharing plan for Participants and incidental benefits for their Beneficiaries and surviving Spouses, who meet the eligibility requirements under the Plan. Employers contribute to the Plan on your behalf pursuant to the terms of a collective bargaining agreement (CBA) with the Union. The CBA tells the Employers how much to contribute on your behalf. You are NOT permitted to make voluntary contributions on your own behalf.

ELIGIBILITY AND PARTICIPATION IN THE PLAN

You will automatically become a Participant on the first day on or after April 1, 2014 on which an Employer is required to contribute to the Plan on your behalf. Once you become a Participant, you will remain a Participant until your Participant Account is distributed either upon retirement, disability, terminated work for all contributing Employers or death. You are fully vested in your Participant Account at all times.

PARTICIPANT ACCOUNTS

The Trustees will establish and maintain an account for each Participant (referred to as "Participant Account") to which shall be credited the Employer Contributions made on your behalf, investment gains and other income and reduced by benefits paid, expenses and investment losses.

The value of your Participant Account will be established as of each Valuation Date and will be equal to:

- Employer contributions or "rollovers" received on your behalf;
- Decreased by the amount of any withdrawals;
- Increased (or decreased) by any gains or losses; and
- Decreased by administrative expenses of the Fund based on a flat fee determined by the Trustees prior to each Valuation Date.

Each Participant Account shall be credited with a proportion of the allocable amount of net gains or losses.

INVESTMENT OPTIONS

The investment options are determined and directed by the Trustees.

CREDIT FOR MILITARY SERVICE

IF YOU LEAVE COVERED EMPLOYMENT TO ENTER THE MILITARY, IT IS VITAL FOR YOU TO CONTACT THE FUND OFFICE AS SOON AS POSSIBLE IN ORDER TO PRESERVE YOUR RIGHTS UNDER FEDERAL LAW. If you have any questions about Military Service, please contact the Fund Office.

You will be granted credit for each month spent in Military Service in accordance with the provisions of the Uniformed Services Employment and Re-employment Rights Act (USERRA) and 26 U.S.C. §414(u).

If you fulfill these requirements, the Plan will credit you for hours under the Plan equal to the actual hours you worked during the "look-back period" not to exceed 1,000 hours per Plan Year. The "look-back period" means the time period before Military Service equal to the calendar time period you actually spent in active Military Service.

Once the number of hours to be credited has been determined, the Fund will notify each Employer in the "look-back-period" and require a pro-rata share of one thousand (1,000) hours of contributions be paid to the Plan.

DISTRIBUTIONS FROM THE PLAN

There are three types of distributions available from the Plan as follows:

- Retirement Benefit
- Death and Disability Benefit
- Small Account Balance

Retirement Benefit

You may apply to the Trustees for a retirement benefit if you satisfy the following conditions:

- (A) You have reached Normal Retirement Age of age sixty-five (65); or
- (B) You have terminated work for all contributing Employers and have reached age fifty-five (55). You must have the present intent to retire and have had no Employer contributions to the Fund for at least ninety (90) days.

The value of your Participant Account under (A) or (B) shall be based upon, (1) the Participant Account balance as of the Valuation Date preceding the date of the initial application for benefits or the date of the Participant's actual termination of work in Industry Employment, whichever is later; and (2) any contributions made on the Participant's behalf since such Valuation Date, and (3) net of any pro-rata share of net expenses.

If you have received any payment from your Participant Account prior to age sixty-five (65) and you later return to Industry Employment prior to age sixty-five (65), you may not receive benefit payments again until you reach age sixty-five (65) and cease Industry Employment.

Death and Disability Benefit

If you should die or become Disabled prior to the distribution of your Participant Account, you, your surviving spouse or other Beneficiary may apply to receive the value of your Participant Account based upon the same formula for determining Retirement Benefits.

Small Account Balance

If your Participant Account balance is less than One Thousand Dollars (\$1,000.00) and you have not had contributions made to the Plan on your behalf for two (2) fiscal years, you are eligible to receive your Participant Account balance.

If it is determined that benefits are to be distributed to you and you cannot be located through reasonable efforts: (1) your Participant Account will be frozen; that is, no earnings will be credited to your Participant Account after December 31 following twenty-four (24) months without Employer contributions on your behalf; and (2) your Participant Account, if less than \$500 when frozen, will be forfeited and reallocated as of the next December 31 after your Participant Account was frozen. If you subsequently return and apply for your Benefit, the forfeiture will be restored from Fund earnings and distributed to you according to Plan rules.

BENEFICIARIES

If you are married, your spouse is your automatic Beneficiary. However, if you are married and your spouse files for a divorce, the Beneficiary designation will become null and void on the date the divorce proceedings become final. At that time, you (the divorced Participant) may file a new designation of Beneficiary. **If you are not married, you may designate anyone as your Beneficiary.** Your Beneficiary designation or change in Beneficiary designation must be in writing on a form available from the Fund Office. Your Beneficiary designation will be effective on the date your form is received by the Fund Office.

If you die without designating a Beneficiary, your Participant Account will be paid to the living legal spouse. If you don't have a living legal spouse, your Participant Account will be paid in equal shares to your children. If you don't have living children, your Participant Account will be paid in equal shares to your living parents. If your parents are not living, your Participant Account will be paid in equal shares to your living siblings. If your siblings are not living, your Participant Account will be paid to your estate.

Any Beneficiary may disclaim the Death Benefit by completing a disclaimer, on a form approved by the Trustees and submitting it to the Fund Office within twelve (12) months after your death. If your Beneficiary disclaims the Death Benefit, said Beneficiary will be deemed to have predeceased you and your Death Benefit will be payable as though you died without designating a Beneficiary.

FORM OF BENEFIT PAYMENT

Upon satisfying the eligibility requirements, your benefit will be paid in a single lump sum (subject to federal tax withholding). In order to receive a distribution, you must complete an application on a form to be provided by the Trustees.

Rollover Distributions

Upon termination of work in Covered Employment you may wish to consider "rolling over" all or a portion of your Participant Account to another tax qualified plan or an Individual Retirement Account (IRA). A "rollover" is a direct trust-to-trust transfer of funds. Most, though not all, lump sum distributions are eligible for favorable rollover tax treatment.

If you have received a distribution that was subject to tax withholding, you may still be able to roll it over to another qualified plan or an IRA by making up the amount withheld for taxes from your personal assets. **You should consult a professional tax advisor for information as to how the rollover rules apply to your specific situation.**

Non-Spouse Beneficiaries are permitted to roll over their distribution from a Qualified Plan to an inherited IRA. This allows for the continued tax-deferral of accumulation while mandatory distributions are taken over the Beneficiary's life expectancy.

Rollover Contributions

Upon approval, you may transfer eligible amounts received from another qualified retirement plan or qualified IRA to this Plan. The rollover may be directly from another qualified plan but in any event must be completed within sixty (60) days of your receipt of the distribution.

Required Distributions

Unless you elect an earlier distribution, benefit payments must begin by the 60th day following the close of the Plan Year in which you reach Normal Retirement Age and termination of work in Industry Employment.

Whether or not you are still working, you will be required to begin receiving distribution of your benefits beginning on the April 1 following the close of the calendar year in which you attain age 70½.

TAXES ON BENEFIT PAYMENTS

When any benefit is paid as a single amount or "lump sum distribution", the Plan will provide information regarding options the Participant or the Beneficiary might use to reduce or to postpone a tax liability on that payment. These options include the ability to re-deposit or "rollover" the payment into an Individual Retirement Account (IRA) or

other qualified retirement plans. **Please contact your professional tax advisor for more information.**

Distributions that qualify as "eligible rollover distributions" will be subject to a 20% withholding assessment for federal income tax purposes unless a "direct rollover" is made. An example of a direct rollover would be a distribution with a direct transfer made from the Fund to an Individual Retirement Account (IRA).

The Fund Office must withhold 20% of an eligible rollover distribution if you elect to have it paid to yourself. Participants who receive payment to themselves have **sixty (60) days upon receiving payment** to rollover the entire amount (including an amount equal to the 20% withheld) into an Individual Retirement Account (IRA) or another qualified employer plan that accepts rollovers. The amount paid to you, including the portion withheld for taxes, must be rolled over to avoid taxation. Other sources such as your personal savings account may be used to replace the 20% withheld amount. These rules apply to all Participants, spouses or former spouses pursuant to a Qualified Domestic Relations Order (QDRO).

Example

Tom Jones receives an eligible rollover distribution of \$5,000 from the Fund that is paid directly to him. The Fund will pay Tom \$4,000 and withhold \$1,000 (20% of \$5,000) for federal income tax purposes.

If Tom elects to rollover the \$5,000 into an IRA within 60 days, he can withdraw \$1,000 from his savings account and apply it to the \$4,000 for a total of \$5,000 and avoid any tax liability on the distribution. Tom will then report the \$1,000 withheld on his tax return and it will be credited against any income tax that he might owe for the year.

If Tom has elected a direct rollover, the full \$5,000 would have been rolled over on his behalf to an IRA or other qualified retirement plan eligible to receive the rollover, with no federal tax withholding.

PLAN ADMINISTRATION AND CLAIMS

Under federal law, the Plan administrator is the Board of Trustees who are responsible for the administration and interpretation of the Plan in a uniform and nondiscriminatory basis. The Trustees have appointed a third party administrator to carry out many of the day-to-day functions of the Fund.

The Trustees of the Plan have full discretion and authority to revise, interpret, construe and apply the provisions of the Plan and matters pertaining to its administration, including, but not limited to, provisions relating to the eligibility for, entitlement to and/or the nature, amount and duration of benefits, and their decisions will be final. Benefits under the Plan will be paid only if the Trustees decide in their discretion that the applicant is entitled to them.

Submitting an Application for Benefits

In order to receive benefit payments, you or your Beneficiary must complete a required application and submit it, along with necessary documents, to the Fund Office. You may file for a Disability Benefit any time after the date the Disability occurred. Your Beneficiary or estate may apply for Death Benefits at any time following your death. Please contact the Fund Office to obtain an application for benefits.

Claims Decisions and Appeals

Prior to a determination on your appeal, you may review and copy any pertinent documents, submit any issues and comments in writing and/or request a hearing before the Board of Trustees or Claims Appeal Committee. The Plan's review of your claim on appeal will take into account all comments, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

Claims Other than Disability Claims

If your claim is denied, in whole or in part, other than a claim for Disability Benefits, you will be notified in writing within ninety (90) days of the receipt of the claim. The notification will give specific reasons for the denial, reference the specific Plan provisions on which the denial is based, describe any additional materials necessary to resubmit the claim, and explain the Plan's claims review procedures.

In specific circumstances, a response to a claim may take more than ninety (90) days. If such extension is needed, you will receive written notice before the end of the ninety (90)-day period. In no event will the extension be more than ninety (90) days.

Disability Claims

If your claim for Disability Benefits is denied, in whole or in part, you will be notified in writing within forty-five (45) days after receipt of the claim by the Plan. In specific circumstances, a response to a claim may take more than forty-five (45) 45 days. If such an extension is needed by the Plan, you will receive written notice before the end of the forty-five (45)-day period.

The extension shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to make the benefit determination. The time to make a benefit determination may be extended by the Plan for up to thirty (30) days. If, prior to the end of the first thirty (30)-day extension period, the Plan determines that, due to matters beyond the control of the Plan, a decision cannot be made within that extension period, the period for making the determination may be extended for up to an additional thirty (30) days, provided that the Plan notifies you, prior to the expiration of the first thirty (30)-day extension period, of the circumstances requiring the extension and the date as of which the Plan expects to make a decision.

In the case of any extension under this paragraph, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and that you shall be afforded at least forty-five (45) days within which to provide the specified information.

If your claim for Disability Benefits is denied and an internal rule, guideline, protocol or other similar criterion was relied upon in making the denial, either the specific rule, guideline, protocol or other similar criterion; or a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the denial and that a copy of such rule, guideline, protocol or other criterion will be provided free of charge to you upon request.

Appeal Procedures

Within sixty (60) days of receiving written notice of the claim denial or one hundred eighty (180) days of receiving written notice of the claim denial for a claim for Disability Benefits, you or your authorized representative may submit a written request for reconsideration. This request for review should be directed to:

Board of Trustees
Construction Industry Laborers SMART Fund
6405 Metcalf, Suite 200
Overland Park, KS 66202

No requests for appeal will be considered after the sixty (60)-day period for claims other than Disability claims or the one hundred eighty (180)-day period for claims for Disability claims.

The Trustees will make a benefit determination no later than the next regular quarterly meeting following receipt of your request for review. However, if your request was received within thirty (30) days prior to the next regular meeting, the Board of Trustees may consider your appeal at the second regular meeting following receipt. If special circumstances (such as the need to hold a hearing) require a further extension of time for processing, a benefit determination will be made no later than the third Trustee's meeting following the Plan's receipt of your request for appeal. If such an extension of time for the Trustee's to review your appeal is required because of special circumstances, the Plan shall provide you with written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension.

The Trustees will notify you of their decision on the appeal following the meeting at which they considered it. The decision on the review will be in writing and will include the specific reasons for the decision, as well as specific references to the appropriate Plan provisions on which the decision is based. In the case of a denial of your claim for benefits on appeal, the notice shall state:

1. The specific reason or reasons for the denial;
2. Reference to the specific Plan provisions on which the benefit determination is based;
3. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits;
4. A statement of your right to bring an action under Section 502(a) of ERISA; and
5. In the case of a claim for Disability Benefits, if an internal rule, guideline, protocol or other similar criterion was relied upon in making the denial, either the specific rule, guideline, protocol or other similar criterion; or a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the denial and that a copy of such rule, guideline, protocol or other criterion will be provided free of charge to you upon request.

The written decision of the Board of Trustees or Committee is final and binding. You must follow and exhaust all review procedures described above before you may institute legal action of any type.

QUALIFIED DOMESTIC RELATIONS ORDERS (QDRO)

Generally, your pension payments **cannot** be assigned, transferred, pledged or attached by creditors. However, the Plan must honor the terms of any Qualified Domestic Relations Order (QDRO) issued by a court. For the purpose of the Plan, a QDRO is any judgment, order, decree or approval of a property settlement agreement made on the basis of a domestic relations law. The order may relate to child support, alimony or marital property rights to a spouse, former spouse, child or other dependent and may direct payment of all or a part of your pension benefit to another person.

Note that a QDRO cannot assign more than 100% of your Participant Account balance to another person.

Participants and Beneficiaries can obtain, without charge, a written copy of the procedures used by the Fund to determine whether a domestic relations order is a QDRO upon written request to the Fund Office.

RECIPROCITY AGREEMENTS

The Fund may enter into such reciprocity agreements providing for the transfer of contributions by and between any pension or qualified retirement funds as they shall deem appropriate to achieve the purposes of the Trust Agreement. Any contributions received under such agreements shall be credited in the same manner as contributions received from an Employer. If you work in the geographical area within the jurisdiction

of any local Union who is signatory to this agreement, your contributions may be transferred to your home fund. In order to have your contributions transferred, you must sign an authorization card with your home fund. When you work outside the jurisdiction of your home fund you should contact either your local Union or the Fund Office for the proper forms and information to have your contributions transferred back to your home fund.

CIRCUMSTANCES AFFECTING YOUR BENEFIT

The following events may result in the loss of your benefits:

- The Fund's investment earnings, after deducting Plan expenses, may be negative. Such losses are allocated to all Participant Accounts and may result in a decrease in your Participant Account.
- Plan expenses are deducted from your Participant Account on a proportionate or individual share basis. As a result, your Participant Account may decline in value.
- If you become divorced, some or all of your Participant Account may be assigned to your former spouse via a QDRO.
- The Trustees may execute reciprocity agreements with other union pension funds. Employer contributions made on your behalf may be transferred to another plan pursuant to such an agreement.
- Contributions which are not collected by the Plan will not be included in your Participant Account.

PLAN MODIFICATION OR TERMINATION

While the Union and the Employers expect to continue the Plan indefinitely, they have the joint right to amend or terminate the Plan at any time. However, no amendment can reduce your Participant Account.

In the event of the termination of the Plan or in the event of the discontinuance of Employer contributions each Employee will have non-forfeitable rights, and the assets then remaining, after providing for the expenses of the Plan and for the payment of any Participant Account will be distributed among the Employees. Each Participant will receive the part of the total remaining assets at the same ratio as his Participant Account bears to the aggregate amount of the Participant Accounts of all Employees. No part of the assets will be returned to any Employer or inure to the benefit of any Employer or Union.

RIGHT OF RECOVERY

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

BENEFITS NOT INSURED BY THE PBGC

Certain types of pension plans, known as defined benefit plans, are insured by the Pension Benefit Guaranty Corporation (PBGC), a government agency, if the plan terminates. Since this Plan is classified as a defined contribution plan, its benefits are not insured by the PBGC.

For more information on PBGC benefit guarantees and restrictions contact the PBGC at:

PBGC Technical Assistance Division
1200 K Street, NW, Suite 930
Washington, DC 20005-4026
(202) 326-4000

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>.

ERISA RIGHTS

As a Participant in the 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 shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts 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 Benefit Security Administration.

Obtain, upon written request to the Plan administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The administrator may make a reasonable charge for the copies.

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

Obtain a statement telling you whether you have a right to receive a benefit at Normal Retirement Age and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every three 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 Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries. No one, including your Employer, your Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a retirement 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 this decision without charge, and to appeal any denial, all within certain time schedules.

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

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you 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, you should contact the nearest office of the Employee Benefit Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefit 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 Benefit Security Administration.

IMPORTANT PLAN INFORMATION

To assist you in understanding the Plan, the following is some information which all plans are required to furnish to you by ERISA:

Name of Plan

Construction Industry Laborers Supplemental Medical and Retiree Targeted (SMART) Fund

Employer Identification Number (EIN)

47-1182916

Plan Number

001

Plan Year

January 1 through December 31

Type of Plan

This is a defined contribution profit sharing plan. Under this type of plan, contributions made on your behalf are credited to a Participant Account in your name. Your benefit is your Participant Account balance including Employer contributions together with net earnings, gains and losses thereon. The assets of the Fund are maintained in trust for the exclusive benefit of Participants and Beneficiaries according to the terms of the Plan. Your Trustees have the responsibility and discretion to invest all Plan assets.

Type of Plan Administration

The Plan is administered by a joint Board of Trustees, three of whom are appointed by the Union and three of whom are appointed by the Employers. The Trustees have delegated many of the day-to-day functions of the Fund to a third party administrator.

The third party administrator keeps eligibility records, accounts for Employer contributions, processes applications, informs Participants of Plan changes and performs other routine administrative functions in accordance with Trustee decisions.

Fund Office/ Third Party Administrator

TIC International Corporation
6405 Metcalf, Suite 200
Overland Park, KS 66202
(913) 236-5490 (800) 542-4482

Fund Counsel /Agent for Service of Legal Process

Any legal papers requiring some action by the Plan Administrator should be presented to the Fund Counsel:

Arnold, Newbold, Winter & Jackson, P.C.
1100 Main Street, Suite 2001
Kansas City, Missouri 64105

Service of legal process may also be made on any Plan Trustee.

Collective Bargaining Agreements

The Plan is maintained pursuant to provisions of collective bargaining agreements which set forth the obligations of Employers to contribute to the Fund as well as other matters concerning the Fund. Upon written request from a Participant, the Fund will advise whether any particular employer is a sponsor of the Plan. Copies of particular collective bargaining agreements may be obtained upon written request to the Fund Office and are available for examination during normal business hours.

Funding Medium for the Accumulation of Plan Assets

All contributions and investment earnings are accumulated in a Trust Fund. Retirement benefits are paid directly from this Trust at the present time.

DEFINITIONS

Alternate Payee

The term "Alternate Payee" means any spouse, former spouse, child or other dependent of a Participant who is recognized by a Domestic Relation Order as having a right to receive, all or a portion of the benefits payable under the Plan to such Participant.

Beneficiary

The term "Beneficiary" means any person or persons designated by a Participant or by the terms of the Plan, as described in the Death and Disability Benefit section on page 3, to receive a benefit on or after the death of a Participant.

Disability or Disabled

A Participant is considered to be totally and permanently disabled if the Board of Trustees finds, on the basis of medical evidence of either a determination by the Social Security Administration that the Participant is totally and permanently disabled, or with two (2) independent doctors' reports stating that the Participant is totally and permanently disabled.

A Participant is not eligible for a Disability distribution when the Disability is caused by alcohol, drugs, intentional self-inflicted injury while sane or insane, or as a result of engaging in the commission of a felony.

Employer

The term "Employer" means each employer who has or is subject to a collective bargaining agreement or any other separate written agreement approved by the Board requiring contributions and payments to the Trust Fund in accordance with applicable provisions thereof. For the purposes of the Plan and subject to the approval of the Trustees, the Union, the Fund office or the office of any welfare, apprenticeship or related funds covering persons represented by the Union shall also be considered to be Employers for those officers and employees not represented by a bargaining agent (other than the Union); provided, they contribute to the Trust Fund as provided in a written participation agreement duly executed by such Employer. Employers are subject to the provisions of this Plan and Trust Agreement.

Industry Employment

The term "Industry Employment" means **any** employment which occurs within the jurisdictional area of the Union and is in a trade activity for which an Employer contributing to the Fund would have been required to make contributions on **any**

worker's behalf, whether or not contributions are actually made. Industry Employment includes, but is not limited to, supervisory positions or self-employment.

Military Service

"Military Service" means service in any branch of the uniformed services of the United States of America for which an honorable discharge is received, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty for training, or full-time National Guard duty, the Commissioned Corp. of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or emergency including natural disasters and civil disturbances.

Normal Retirement Age

"Normal Retirement Age" means age sixty-five (65).

Participant

"Participant" means any person who has become eligible to participate in the Plan and who has not ceased to have rights to a benefit in the Plan.

Participant Account

"Participant Account" means the individual account maintained for a Participant for the accumulation of contributions and investment earnings allocated thereto.

Plan

"Plan" means the Construction Industry Laborers Supplemental Medical and Retiree Targeted (SMART) Fund as set forth herein and as it may be amended from time to time.

Plan Year

"Plan Year" means the twelve (12) month period beginning on January 1 and ending on December 31. The initial "Plan Year" shall begin April 1 and end December 31.

Spouse

"Spouse" means a person to whom a Participant is considered married, including a same-sex spouse, under applicable law of the state in which the marriage ceremony occurred, or the Participant's former spouse (to the extent provided in a Qualified Domestic Relations Order).

Union

“Union” means the Western Missouri & Kansas Laborers’ District Council of the Laborers International Union of North America AFL-CIO and successor thereto, and any other union that may, subject to the Trustees’ approval, become a part to the Plan and Trust.

Valuation Date

“Valuation Date” means the last business day of the calendar quarter during which the Trustees invest all account balances.

Every effort has been made to avoid any conflict between the text of this Summary Plan Description booklet and other legal documents that create and define this Plan. In the event there is or there appears to be a conflict, the text of the Plan Document will govern.

