SUMMARY PLAN DESCRIPTION FOR THE

EMPLOYERS AND LABORERS LOCALS 100 AND 397 PENSION PLAN

Effective August 1, 1967
Amended August 1, 2005
Amended August 1, 2007

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GENERAL INFORMATION

Here is some general information about the Employers and Laborers Locals 100 and 397 Pension Plan. The main points are explained in more detail later.

The Employers and Laborers Locals 100 and 397 Pension Plan is a Defined Benefit Pension Plan. Such a plan provides a definite monthly pension for each participant at retirement. The contributing Employers make contributions to the Plan based on each participant's Hours of Service for work covered by the Collective Bargaining Agreement. An enrolled actuary must follow accepted actuarial principles, federal laws, and guidelines issued by the Internal Revenue Service and the U.S. Department of Labor to verify that the contributions are sufficient to support the benefits.

The Board of Trustees intends to continue the plan indefinitely; however, since future changes in conditions cannot be foreseen they necessarily reserve the right to change, suspend, or terminate the Plan at any time.

Records for the Plan are kept by Plan Years. The Plan Year is August 1st through July 31st, with the first year beginning on August 1, 1967. All benefits and service calculations are based on the Plan Year. Each Plan Year a calculation is made to find out if the contributions are sufficient to maintain a financially sound Plan.

The type of administration of the Plan is trust administration. Assets of the Plan are accumulated and benefits are paid under the Trust, which is known as Employers and Laborers Locals 100 and 397 Agreement and Declaration of Trust.

Service of legal process may be made upon the Plan Administrator or on any of the Trustees (listed below).

The Plan Administrator is:

Trustees of Employers and Laborers
Locals 100 and 397 Pension Plan
c/o Qualified Benefits Consultants, Inc.
4940 Washington Blvd.
St. Louis, MO 63108
(314) 367-6555

The Board of Trustees:

The plan is jointly sponsored by:

Employers and Laborers Locals 100 & 397	Southern Illinois Builders Association
c/o Qualified Benefits Consultants, Inc.	Signatory Employers
4940 Washington Blvd.	1468 Greenmount Rd.
St. Louis, MO 63108	O'Fallon, IL 62269
(314) 367 – 6555	(618) 624 - 9055

For purposes of identification, the Internal Revenue Service has assigned the Trustees of Employers and Laborers Locals 100 and 397 Pension Plan the Identification Number 37-6085017. The Pension Plan Sponsor Number is 001. If the need arises to write to anyone about this plan, identify it both by name and by the above two numbers.

Benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC) if the plan terminates. Generally, the PBGC guarantees most Normal Retirement Benefits, Early Retirement Benefits and certain Disability and Survivor's pensions. However, PBGC does not guarantee all types of benefits under covered plans, and the amount of benefit protection is subject to certain limitations.

The PBGC guarantees vested Benefits at the level in effect on the date of Plan termination. However, if a Plan has been in effect less than five years before it terminates, or if benefits have been increased within five years before Plan termination, the whole amount of the Plan's Vested Benefits or the benefit increase may not be guaranteed. In addition, there is a ceiling on the amount of monthly benefit that PBGC guarantees, which is adjusted periodically.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call (202) 326–4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

If you are retired, a vested terminated employee, or a beneficiary, your benefits may not be in accordance with this Summary Plan Description.

Your Summary Plan Description is intended as an easily understood explanation of the general provisions of the Plan. The Plan and Trust documents are the last word on all questions. If you have any questions, you have the right to see the Plan Document or to ask the Plan Administrator for clarification of any provisions. Although the language in this Summary Plan Description is not complicated, it may contain terms that are new to you. Section VII, Meaning of Terms, can help you with unfamiliar words.

SECTION I - Eligibility

When am I covered by the Plan?

You are eligible and begin participating on the first day of the month following the date you complete 500 Hours of Service in a Plan Year. You receive credit for an Hour of Service for each hour you work for a contributing Employer.

SECTION II - Retirement

When is Normal Retirement?

Your Normal Retirement Date is the first day of the month coincident with or next following the date you become 62 years old. When you reach your Normal Retirement Date, you may choose to retire and receive a monthly pension benefit.

How are Normal Retirement Benefits figured?

Your pension benefit at Normal Retirement depends on such factors as your service, marital status, and choice of options. The following calculations assume payment on the basis of a life annuity with five years of payments guaranteed, which is the normal form under the Plan (see Section IV for your other options). The amount of the payments on any other basis will be adjusted so that the expected total payments will be equal in value.

The amount of your Normal Retirement Benefit is based on the number of Hours of Service that you work in each Plan Year. Be sure to read Section VII of this booklet to see how Hours of Service are counted.

Your Normal Retirement Benefit consists of a Past Service Benefit and a Future Service Benefit. For most participants, Past Service ends and Future Service begins on August 1, 1967. For employees of the Cahokia Water Company, Past Service ends and Future Service begins on August 1, 1985.

The Past Service Benefit is $4.47 per month for each Year of Credited Past Service. The Future Service Benefit is determined from a table which is based on the number of hours worked in each Plan Year. The current table is shown at the end of this Summary Plan Description (Exhibit A).

Take John Doe for example. Suppose that Mr. Doe was employed on 8/1/74.

Let's say his service record from August 1, 1974 to July 31, 2007 looks like this:

Year	Hours	Year	Hours	Year	Hours
74-75	1,000	85-86	1,200	96-97	1,455
75-76	1,000	86-87	870	97-98	1,583
76-77	1,000	87-88	1,000	98-99	1,740
77-78	1,000	88-89	1,300	99-00	750
78-79	1,000	89-90	930	00-01	1,440
79-80	1,000	90-91	1,100	01-02	975
80-81	1,000	91-92	2,000	02-03	2,003
81-82	1,000	92-93	1,800	03-04	1,080
82-83	1,000	93-94	1,894	04-05	1,850
83-84	1,000	94-95	900	05-06	1,680
84-85	1,000	95-96	2,005	06-07	1,000

From the table in Exhibit A of this Summary Plan Description, you can find the benefit credited for each Year of Credited Future Service:

Year	Hours	Benefit	Year	Hours	Benefit	Year	Hours	Benefit
74-75	1,000	10.15	85-86	1,200	56.93	96-97	1,455	86.58
75-76	1,000	25.79	86-87	870	37.01	97-98	1,583	95.64
76-77	1,000	29.66	87-88	1,000	43.65	98-99	1,740	104.69
77-78	1,000	34.10	88-89	1,300	56.93	99-00	750	41.37
78-79	1,000	34.10	89-90	930	39.68	00-01	1,440	86.58
79-80	1,000	36.76	90-91	1,100	45.72	01-02	975	59.45
80-81	1,000	52.36	91-92	2,000	78.41	02-03	2,003	122.78
81-82	1,000	52.36	92-93	1,800	78.41	03-04	1,080	68.52
82-83	1,000	52.36	93-94	1,894	78.41	04-05	1,850	113.74
83-84	1,000	52.36	94-95	900	34.76	05-06	1,680	125.51
84-85	1,000	52.36	95-96	2,005	122.78	06-07	1,000	71.26

Total Future Service Benefit 8/1/74 – 7/31/07	$ 2,081.17
Total Past Service Benefit prior to 8/1/67	0.00
Total Monthly Accrued Benefit	$ 2,081.17

Section IV explains how the method of payment may affect the pension amount.

May I receive retirement benefits before my Normal Retirement Date?

You may retire on the first day of any month before your Normal Retirement Date if you are 55 years old and have completed 5 years of Future Credited Service. (See Section VII for Years of Future Credited Service definition.)

How are Early Retirement Benefits figured?

The calculation for Early Retirement is like that for Normal Retirement with one difference. The monthly pension is first calculated based on your Credited Hours of Service as of your Early Retirement Date. This amount of monthly pension is then reduced by a percentage that reflects the fact that you will receive your pension earlier and for a longer period of time.

Case 1: If a Participant retires from service (i.e.: leaves service and does not incur a one-year Break in Service during the last full Plan Year prior to the effective date of retirement), the amount of the Normal Retirement Pension is unreduced from age 62 to 60, and then reduced 3.0% per year from age 60 to the Participant's Early Retirement Date. The table below shows the reduction:

Age 61	(1 year early)	100.0%
Age 60	(2 years early)	100.0%
Age 59	(3 years early)	97.0%
Age 58	(4 years early)	94.0%
Age 57	(5 years early)	91.0%
Age 56	(6 years early)	88.0%
Age 55	(7 years early)	85.0%

For example, take John Doe's situation. His Accrued Benefit is $2,081.17. If he stops working on July 31, 2007 at age 58 and waits to retire until August 1, 2011 at age 62 his retirement benefit would be $2,081.17.

If he decides to retire early on July 31, 2007 at age 58, an Early Retirement reduction factor of 94.0% is applied. His Early Retirement Benefit would be $1,956.30 (which is $2,081.17 multiplied by 94.0%).

Case 2: If a Participant does not retire from service (i.e.: leaves service and does incur a one-year Break in Service during the last full Plan Year prior to the effective date of retirement), the amount of the Normal Retirement Pension is then reduced by a percentage that reflects the fact that you will receive your pension earlier and for a longer time. The reduction is shown by the table below:

Age 61	(1 year early)	90.2%
Age 60	(2 years early)	81.5%
Age 59	(3 years early)	73.8%
Age 58	(4 years early)	67.0%
Age 57	(5 years early)	60.9%
Age 56	(6 years early)	55.4%
Age 55	(7 years early)	50.5%

For example, assume John Doe worked only 300 hours in the Plan Year August 1, 2006 - July 31, 2007 and he retires early on August 1, 2007 at age 58. He incurred a one-year Break in Service in the Plan Year prior to his retirement date. Because he only worked 300 hours during the 06/07 Plan Year, his Accrued Benefit would be $2,009.91. Therefore, his Early Retirement Benefit would be $1,346.64 (which is $2,009.91 multiplied by 67.0%).

May I retire after my Normal Retirement Date?

You may postpone your retirement until the first day of any month after your Normal Retirement Date.

How are Postponed Retirement Benefits figured?

The calculation is the same as for Normal Retirement. However, Credited Hours of Service as of your Postponed Retirement Date are used.

May I retire because of disability?

Yes. If you become totally and permanently disabled as determined by Social Security Administration and/or a medical doctor and are approved by the Trustees, you are entitled to receive a monthly pension equal to your Accrued Benefit. The benefit is **not** reduced like the Early Retirement Benefit. If your disability continues to age 62, then you will begin to receive your Normal Retirement Benefit.

Disability Benefits will discontinue if (1) you are no longer permanently and totally disabled, (2) you refuse to submit your continued disability, (3) you refuse to give proof of your continued disability, (4) you die, or (5) the plan terminates - unless the Trustees purchase an annuity to provide benefits to age 62.

Is my benefit increased after I retire?

No. Your pension is paid monthly as long as you live with the five years guaranteed. Optional forms of payment are available (See Section IV).

Can I return to work after I retire?

Yes. After you notify the Trustees, you can return to work. If you work 40 hours or less in a month, you will continue to receive your pension check. However, if you work more than 40 hours in a month, your benefits will be suspended for such month.

SECTION III - VESTING

What is vesting?

Vesting is your right to benefits under the Plan. The purpose of a pension plan is to provide benefits when you retire. The amount of your benefits depends on your Hours of Service. Vesting protects your benefits if you leave employment before retirement. Vested Benefits are "non-forfeitable" – that is, they cannot be taken away from you.

When am I vested?

You are vested if you complete 10,000 Hours of Service or if you have earned 5 Years of Vesting Service (i.e. a Year of Vesting Service is a Plan Year with 1,000 hours or more). Plan Years in which you work less than 500 hours are not included and Plan Years before August 1, 1967 are not included. You also become vested if you are employed at the time you reach your Normal Retirement Date.

What is my "Accrued Benefit"?

Your Accrued Benefit is the benefit you have earned at any time. To figure your Accrued Benefit, follow the same procedures used for determining the Normal Retirement Benefit, using all Years and Hours of Service up to the date of determination. (See Section II)

When would I not be vested?

If you terminate employment before Normal Retirement Age (age 62) and you have less than 10,000 Hours of Service or less than 5 Years of Vesting Service (i.e. Plan Years with less than 1,000 hours), you are not vested.

In counting Hours of Service to meet the 10,000 hour requirement, the following Plan Years are **not** included:

(1) Plan Years in which you work less than 500 hours, and
(2) Plan Years before August 1, 1967.

Can I lose my Vested Benefit?

No. Vested benefits can never be lost. Vested benefits are payable at your Normal or Early Retirement Date.

Can I lose my Accrued Benefit?

Yes. If you are **not vested**, you can lose your Accrued Benefit if the number of consecutive One Year Breaks in Service equals or exceed the greater of (1) the Years of Service prior to the One Year Breaks in Service, or (2) five. If you lose your Accrued Benefit, you also lose all Hours and Service used to determine both eligibility and vesting. (See Section VII – Meaning of Terms.)

When would my vested pension start?

Your vested pension will start on your Normal Retirement Date (see Section II) unless you elect to have it start at an Early Retirement Date. In order to elect Early Retirement, you must meet the requirements outlined in Section II. If you elect Early Retirement, your vested pension may be smaller because payments will start sooner and be made for a longer period time.

SECTION IV - METHODS OF PAYMENT

Before your Retirement Date you must elect the method of payment you want. You must do this in writing to the Plan Administrator before you retire. If you are married and if you do not make an election, or your spouse **does not** waive his or her right to the Joint and Surviving Spouse benefit (see *"What is a Spousal Waiver?"*), you will receive the Joint and Surviving Spouse Benefit. If you are unmarried, you first need to sign an affidavit as to your unmarried status (in order to protect spouse's rights), then you will be able to select any annuity option. Both of these options are described below.

What is the standard method of payment?

If you are married on your Retirement Date, you will receive a Joint and Surviving Spouse Benefit as required by IRS regulations. This means you will receive a pension for your lifetime equal in value to, but in a smaller monthly amount than what it would be as a life annuity with 5 years guaranteed. After your death, if your spouse is still living, one-half (50%) of your pension will be continued for his or her lifetime. This benefit form is one variation of the Joint and Survivor Annuity Option, which is explained more fully under *"What other methods of payment are there?"* Also see the special "pop-up" benefit described below.

Prior to your retirement, your Plan Administrator will ask you to elect or refuse the 50% Joint and Surviving Spouse Benefit. If you refuse it, you may choose another method of payment at that time. You will have the right to request additional information in order to compare the financial effects of the Joint and Surviving Spouse Benefit and other methods of payment.

If you have not elected another method of payment, and you are unmarried on your Retirement date, you will receive your pension for as long as you live; there will be no continuing payments to anyone past the guaranteed 5 year period.

What is a Spousal Waiver?

If you **refuse** the Joint and Surviving Spouse Benefit, your spouse must consent to the method of payment you choose. By consenting to your election, your spouse is waiving (or giving up) any rights to the Joint and Surviving Spouse Benefit. If your spouse does not consent to (rejects) your election, the Joint and Surviving Spouse Benefit will be payable.

What other methods of payment are there?

Life Annuity with No Continuation

This form of payment provides a monthly benefit for your lifetime. There are no payments due to anyone after your death.

Life Annuity with 10 Years Certain

This form of payments provides a monthly benefit for your lifetime. However, if you should die before 10 years of payments have been made, payments will continue for the remainder of the 10-year period to your spouse or designated beneficiary.

100% Joint & Survivor Annuity

This form of payment provides a monthly benefit for your lifetime. If your spouse or other selected beneficiary is still living upon your death, then 100% of the monthly benefit you were receiving will continue to your spouse or other beneficiary for his or her lifetime.

66 2/3% Joint & Survivor Annuity

This form of payment provides a monthly benefit for your lifetime. If your spouse or other selected beneficiary is still living upon your death, then 66 2/3% of the monthly benefit you were receiving will continue to your spouse or other beneficiary for his or her lifetime.

50% Joint & Survivor Annuity

This form of payment provides a monthly benefit for your lifetime. If your spouse or other selected beneficiary is still living upon your death, then 50% of the monthly benefit you were receiving will continue to your spouse or other beneficiary for his or her lifetime.

What is the special "pop-up" benefit?

Under all of the Joint and Survivor Annuity options listed above, if your spouse predeceases you, your monthly benefit will “pop-up” to the level of the Normal Form of Benefit under the Plan (5 Years Certain & Life Annuity.) This increased benefit will be effective the first of the month following the date of your spouse’s death.

What happens if I die before I retire?

If you die while employed, or if you have a non-forfeitable (vested) right to your Accrued Benefit (see Section III) and die as a terminated-vested participant, the Plan provides your spouse (or beneficiary, if you are single) with a death benefit equal to your monthly Accrued Benefit, payable for a period of 60 months.

Alternatively, the following death benefit will be provided to your spouse, if greater: a monthly benefit payable at Normal or Early Retirement Date equal to the benefit if you had retired, elected the 50% Joint & Survivor Annuity, and then died.

If you die during Postponed Retirement but have already elected a method of payment for your upcoming retirement, you will be considered to have retired immediately prior to your death. The benefit you elected will be payable beginning on the first day of the month that comes on or after the date of your death.

If you die during Postponed Retirement and have not elected a method of payment you will be considered to have retired immediately prior to your death and the 50% Joint & Survivor Annuity will be paid to your Spouse.

What happens if I die after I retire?

If you die after you retire and have selected a form of benefit which provides a continuing monthly benefit for your spouse or designated beneficiary, this continuing benefit will be paid according to the option selected.

In addition, if a retiree dies and he is not eligible for a death benefit under the Health & Welfare Plan, his beneficiary (or beneficiaries) will receive a single lump sum death benefit in the amount of $5,000.

Could I lose benefits if the plan is changed or terminated?

If the Plan is changed or terminated, the benefits described in this Summary Plan Description could be affected if they are not guaranteed under the Employee Retirement Income Security Act of 1974 (ERISA). To give priority to guaranteed benefits if the Plan is terminated, benefits that are not guaranteed may be reduced or canceled. See the General Information Section concerning the PBGC.

SECTION V - CLAIM PROCEDURES

How are claims made?

All inquiries and requests should be submitted, in writing, to the Trustees. About three months before your Retirement Date, you should file a written request to receive benefits. Within 60 days of your request, you will be notified of its acceptance or denial.

What if my claim is denied?

If your claim is denied you will be given, in writing:

- the specific reasons for denial,
- the specific Plan provisions on which the denial is based,
- a description and reason for needing any additional material or information needed to reconsider the claim, and
- an explanation of the review procedure and time limits applicable, including your right to bring a civil action under ERISA following an adverse determination on review.
- With respect to a claim for disability benefits, to the extent such decision was based on medical considerations, an explanation of the reasons, applying the terms of the Plan to your medical circumstances, or a statement that the explanation will be furnished free of charge to you upon request.

What if I disagree with the reasons for denying my claim?

If a claim is denied, you or your authorized representative will have 60 days (180 days for disability claims) to submit a written appeal to the Board of Trustees after receiving the denial. You may submit additional documents and information. You will be provided upon request and free of charge copies of documents and information relevant to your claim. Claim appeals for the Pension Plan should be submitted to:

Trustees of Employers and Laborers Locals 100 and 397 Pension Plan
c/o Qualified Benefits Consultants, Inc.
4940 Washington Blvd.
St. Louis, MO 63108
(314) 367-6555

The Trustees will consider all information submitted in connection with your request for review and make a final written decision on a claim review within 60 days. The Trustees must give specific reasons and references to the Plan provisions on which the decision was based. The 60 days may be extended for another 60 days if the Trustees find that special circumstances require an extension of time. The decision of the Trustees shall be binding on all parties.

With respect to claims for disability benefits that are denied based upon medical reasons, the Trustees will not defer to the original decision maker; will have the decision on appeal made by a named fiduciary who is neither the original decision-maker nor his subordinate; will consult with a health care professional who was not consulted in connection with the original decision and is not the subordinate of a professional who was consulted, and who has experience and training in the field of medicine involved in the decision; and shall identify the experts whose advice was obtained in connection with the original decision.

You have the right to receive free copies of all documents the Trustees have with regard to your claim and appeal. You must make a written request for such copies. You also have the right to file a civil action under Section 502 of ERISA if you are unhappy with the Trustees' decision on your appeal. You must file any such action no later than two years after the date the Trustees notify you of their decision on your appeal. If you do not file the action within that time period, you will lose your right to do so.

SECTION VI - YOUR RIGHTS UNDER ERISA

As a Participant in this 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:

<u>Receive Information About Your Plan and Benefits</u>

(1) Examine, without charge, at the Plan Administrator's office and at other specified locations all Plan documents, including collective bargaining agreements, and a copy of the latest annual report (Form 5500) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

(2) Upon written request to the Plan Administration, obtain copies of all Plan documents and other Plan information including collective bargaining agreements, latest annual reports (Series 5500), and updated summary plan description request to any Plan. The Administrator may make a reasonable charge for the copies.

(3) 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.

(4) Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age, (age 62) and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to earn a right to a pension. This statement must be requested in writing and is not required to be given more than 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. No one, including your employer or any other person, may dismiss you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored in whole or in part, you have the right to receive a written explanation of the reason for the denial, 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 example, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision 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 Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits 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 Pension and Welfare Benefits Administration.

SECTION VII - MEANING OF TERMS

Be sure that you understand each of the following terms.

Hour of Service - each hour for which you are paid or entitled to payment for:

1) actual work for a Contributing Employer;
2) such periods as vacation, holiday, layoff, jury duty, illness, military duty, or leave of absence; and
3) periods for which back pay is awarded.

-- according to Company rules and U.S. Department of Labor regulations.

If you are working under the Plan, leave a contributing Employer and engage in qualified military service, and then return to employment under the Plan, pursuant to the rules set out in Federal law, you will receive credit under the Plan for the period of qualified military service based on your pre-employment work levels. In addition, you will not incur a Break-in-Service during your period of qualified military service. You must notify the Board of Trustees when you leave Covered Employment to enter the military and when you return to Covered Employment after military service.

One Year Break in Service - a Plan Year in which you earn less than 500 Hours of Service.

Qualified Domestic Relations Order (QDRO) -

A Qualified Domestic Relations Order (QDRO) is an order entered by a state court or agency pursuant to a state's domestic relations laws that requires the Plan to pay part or all of your benefits to your spouse, former spouse, child or other dependent. Such orders must meet certain requirements of federal law in order to be deemed "qualified." If the Board of Trustees receives such an order and determines it is qualified, the Board of Trustees must pay out your benefits as required by the order.

Service - the period of your employment with a Contributing Employer. If you have any questions, see your Plan Administrator.

Years of Credited Future Service - Years of Credited Future Service are based on the number of hours you work in each Plan Year beginning August 1, 1967. Years are credited according to the following table:

Hours Worked	Future Service Credited
Less than 500	0
500 through 639	1/6
640 through 779	1/3
780 through 919	1/2
920 through 999	2/3
1,000 or more	1

Years of Credited Service - consist of Years of Credited Future Service and Years of Credited Past Service.

The following will not be counted, however:

1) All Service before a One-Year Break in Service if you have no vesting and the number of your consecutive One-Year Breaks in Service is equal to, or more than, your Years of Service before the Break. However, if you terminated after August 1, 1985 and your Years of Breaks in Service are less than 5, you do not lose your Service.

   For Plan Years before August 1, 1976, service prior to two consecutive One-Year Breaks in Service will not be counted.

2) All Plan Years for which you received a cash payment at termination of employment before your Retirement Date and repayment of this cash payment with interest has not been made.

3) All Plan Years in which you were not classified as a Covered Employee.

Year of Vesting Service – A Plan Year during which a Participant works at least 1,000 hours.

EXHIBIT A

EMPLOYERS AND LABORERS 100 & 397 PENSION PLAN
PAST SERVICE PENSION
FUTURE SERVICE PENSION

EFFECTIVE AUGUST 1, 2007

PAST SERVICE: $4.47 for each Year of Credited Service prior to August 1, 1967 in which the employee was working - max. 25 years credit.

FUTURE SERVICE: Based on hours worked in each plan year as shown below:

PLAN YEAR BEGINNING:		08/01/67	08/01/75	08/01/76	08/01/77	08/01/78	08/01/79	08/01/80	08/01/85	08/01/89	08/01/91	08/01/95	08/01/05
PLAN YEAR ENDING:		07/31/75	07/31/76	07/31/77	07/31/78	07/31/79	07/31/80	07/31/85	07/31/89	07/31/91	07/31/95	07/31/05	---
HOURS WORKED: AT LEAST	LESS THAN												
0	500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500	640	2.54	6.44	16.18	18.55	18.55	19.95	28.44	23.71	21.55	22.26	32.28	38.71
640	780	5.08	12.88	20.66	23.74	23.74	25.58	36.45	30.36	27.60	28.52	41.37	49.56
780	920	7.61	19.33	25.17	28.91	28.91	31.16	44.42	37.01	33.64	34.76	50.42	60.41
920	1060	10.15	25.79	29.66	34.10	34.10	36.76	52.36	43.65	39.68	40.99	59.45	71.26
1060	1200	12.71	32.22	34.19	39.34	39.34	42.34	60.35	50.28	45.72	47.24	68.52	82.11
1200	1340	15.24	38.67	38.67	44.53	44.53	47.92	68.32	56.93	51.75	53.48	77.56	92.96
1340	1480	15.24	38.67	38.67	44.53	49.73	53.53	76.26	63.58	57.78	59.69	86.58	103.81
1480	1620	15.24	38.67	38.67	44.53	54.94	59.15	84.25	70.21	63.83	65.94	95.64	114.66
1620	1760	15.24	38.67	38.67	44.53	60.11	64.70	92.21	76.85	69.85	72.18	104.69	125.51
1760	1900	15.24	38.67	38.67	44.53	65.32	70.30	100.18	83.50	75.89	78.41	113.74	136.36
1900	9999	15.24	38.67	38.67	44.53	65.32	70.30	100.18	83.50	75.89	78.41	122.78	147.22

ADOPTED ON JULY 19, 2007