

APPENDIX D
PAST SERVICE BENEFIT – LEVEL D

D.1. Past Service Benefit. A Participant's Past Service Benefit, if any, is the sum of (a), (b), and (c) as defined below:

(a) Benefit Accrual for Participation in the Plan Prior to January 1, 1976. Every Participant who participated at Benefit Level D prior to January 1, 1976, shall be entitled to an Accrued Benefit for all of the years of Current and Past Service, as such terms were defined in the Plan then in effect, accrued by the Participant prior to such date calculated in the manner provided in the Plan then in effect.

(b) Benefit Accrual for Participation in any other Benefit Level on or after January 1, 1976 but prior to entry into Benefit Level D. Every Participant shall accrue all of their Hours and Years of Service on or after January 1, 1976 under any other Benefit Level as provided under the terms of such other Benefit Level. If a Participant shall have participated in a lower Benefit Level, then after the Participant has been credited with at least 1000 Hours of Service in a Plan Year in this Benefit Level, their prior accruals shall be recalculated as if all their Hours of Service and Years of Credited Service were credited at this Benefit Level.

(c) Benefit Accruals after entry into Benefit Level D. For Plan Years commencing after December 31, 1975, the Normal Retirement Benefit for a Participant with 20 Years of Service at Normal Retirement Age is \$145 per month. Participants with fewer Years of Service receive a proportionate benefit. In addition, this Benefit Level provides a Social Security bridge payment up to \$175 per month for Participants who retire on or after Normal Retirement Age. This benefit is payable up to and including the month in which the Participant attains age 62 (effective for Annuity Starting Dates on or after January 1, 2004, as well as for Participants in pay status on January 1, 2004, who are receiving the Social Security Bridge Payment, such additional benefit shall be payable for the Participant's lifetime). It also is proportionately reduced for Participants who are credited with less than 20 Years of Service. This Benefit Level provides a maximum monthly benefit of \$320 (in the form of a straight life annuity with three-year certain). The following sections describe this benefit.

(1) Annual Benefit Accruals on or after January 1, 1976.

(i) Accruals for the Social Security bridge benefits (benefit of \$320).

The amount of benefit accruing to any Participant who is participating in this Benefit Level on or after January 1, 1976 for a full Year of Service shall vary according to this attained age on the later of January 1, 1976 or their date of entry into the Plan and shall be the accrual of that part of the Normal Retirement Benefit of \$320 per month which is payable upon Normal Retirement Age or retirement thereafter up to and including the month in which the Participant attains age 62 and which is not payable thereafter (effective for Annuity Starting Dates on or after January 1, 2004, as well as for Participants in pay status on January 1, 2004, who are receiving the Social Security Bridge Payment, payable for the Participant's lifetime); such part of such accrual shall be determined by subtracting the Participant's attained age on the later of January 1, 1976 or their date of entry into the Plan from their Normal Retirement Age and dividing such difference into a sum equal to \$320 less their Accrued Benefit on December 31, 1975 (if any); provided, however, that if the difference in age is 15 to 19 years the amount of such accrual for a full Year of Service shall be determined by using the following amount of \$270:

<u>Difference In Years</u>	<u>Amount</u>
15	\$240.00
16	\$256.00
17	\$272.00
18	\$288.00
19	\$304.00

Notwithstanding the foregoing, no Retirement Benefit shall be payable under this Section D.1(c)(1)(i) to anyone who was age 48 or over upon their first entry into the Plan because in 15 years such person will be over age 62. Such Participant's benefit shall be determined under Section D.1(c)(1)(ii).

(ii) Accruals for benefits payable at age 62 and for life thereafter (Deferred and Minimum Lifetime Benefits). The amount of benefit accruing to any Participant on or after January 1, 1976 under this Benefit Level for a full Year of Service for benefits which are payable at age 62 and for life thereafter shall be a sum equal to \$145 less their Accrued Benefit on December 31, 1975 (if any) divided by the number of years between their attained age on such date (or their age upon entry into this Benefit Level if later than that date) and their Normal Retirement Age; provided, however, that if the difference in age is 15 to 19 years, the amount of such accrual for a full Year of Service shall be determined by using the table set forth in Section D.1(c)(1)(i), instead of \$130. Any Benefit Accrual calculated under this subsection shall not be deemed an accrual in addition to the Benefit Accrual calculated under Section D.1(c)(1)(i).

(2) Higher Benefits to be Paid.

(i) Upon attaining Normal Retirement Age and retiring before the month in which the Participant attains age 62, the Retirement Benefit payable up to such month (effective for Annuity Starting Dates on or after January 1, 2004, as well as for Participants in pay status on January 1, 2004, who are receiving the Social Security Bridge Payment, payable for the Participant's lifetime) shall be (i) the Normal Retirement Benefit provided under Section D.1(c)(1)(i), or (ii) if as a consequence of many years of participation in the Plan the sum of the Annual Accrued Benefits as provided in Section D.1(c)(1)(ii), plus their Accrued Benefit on December 31, 1975 shall be greater than their Normal Retirement Benefit, then the Participant shall be paid such greater amount.

(ii) If a Participant is eligible to receive a Normal Retirement Benefit but elects to continue in employment, the Participant shall be entitled to a greater lifetime retirement Benefit upon retiring and payable at age 62 and monthly thereafter for life which shall be the greater of (i) the sum of the Annual Accrued Benefits as provided in Section D.1(c)(1)(ii), plus their Accrued Benefit on December 31, 1975 or (ii) the Retirement Benefits which are payable according to the table below and which vary with this age when the Participant actually retires with 20 Years of Service instead of 15 (shown in the table) and the age at which the Participant could have retired and received their Normal Retirement Benefit (shown in the horizontal column) as follows:

Actual Ret.	Age Reached Normal Retirement Date With 20 Years of Service*							
	57	58	59	60	61	62	63	64
57	\$145							
58	\$170	\$170						
59	\$190	\$190	\$190					
60	\$220	\$220	\$220	\$220				
61	\$245	\$245	\$245	\$245	\$245			
62	\$270	\$270	\$270	\$270	\$270	\$270		
63	\$295	\$295	\$295	\$295	\$295	\$295	\$295	
64	\$320	\$320	\$320	\$320	\$320	\$320	\$320	\$320
65 & after	\$320	\$320	\$320	\$320	\$320	\$320	\$320	\$320

* Dependent upon 1,800 Hours of Service per year; if less, the above percentages apply.

<u>Years of Service</u>	<u>Percentage of Benefits</u>
15 Years	75%
16 Years	80%
17 Years	85%
18 Years	90%
19 Years	95%

(3) Upon attaining Normal Retirement Age and retiring the sum of the Annual Benefit Accruals under this Benefit Level calculated as provided above shall be the Participant's Normal Retirement Benefit and payable as set forth above (subject to the provisions below relating to Joint and Survivor and Three-Year Certain Benefits).

(4) Maximum Pension Benefit. The maximum monthly retirement benefit payable hereunder shall not exceed \$320.

(5) The amount of annual benefit accrued for a Participant for each year of employment (whether or not under this Benefit level, or any other Benefit Level, or service before becoming an Employee) until either their termination of participation in the Plan or retirement requires at least 1800 Hours of Service. If a Participant is credited with less than 1800 Hours of Service in a given year, their Benefits shall be prorated according to the following Table:

<u>Hours of Service Per Year</u>	<u>Percentage of Benefits</u>
Less than 1000	None
1000 to 1199	60%
1200 to 1399	70%
1400 to 1599	80%
1600 to 1799	90%
1800 and over	100%

(6) Change To Benefit Level With Lower Benefit.

(i) If a Participant shall have retired or terminated service under any higher Benefit Level and thereafter shall become reemployed by any Employer under this Benefit Level, the monthly retirement Benefit for each full Year of Service which the Participant shall accrue under this Benefit Level shall be limited to an annual accrual of \$10.00 per year.

(ii) A Participant shall be subject to all of the other provisions of the Benefit Level in which the Participant was participating upon such change in Benefit Level or reemployment, except that the Annual Benefit Accrual which the Participant shall earn thereafter shall be limited as set forth above.

(iii) All determinations relating to changes in Benefit Levels, either to a higher or lower Benefit Level, or reemployment after retirement, shall be made in reference to the Benefit Level in which the person is participating on December 31 of the year in which such change or reemployment occurs.

(iv) Any Participant who has a Vested interest under this Benefit Level and who thereafter becomes a Participant in another Benefit Level with a lower scale of Benefits, or with a later Normal or Early Retirement Date, shall be eligible to retire at the Normal or Early Retirement Date provided in this Benefit Level.

D.2. \$25 Increase for Certain Participants. The Plan shall provide an increase in the monthly pension benefit of \$25 for a Participant whose Normal, Vested, or Disability Retirement Pension attributable to Past Service only is less than \$500 per month. A Participant who elects to receive an Early Retirement Pension and whose Normal Retirement Pension would be less than \$500 per month also is entitled to the \$25 increase, which shall be added after the early retirement actuarial reduction. The \$25 increase shall be payable for life for the several forms of the above retirement benefits, or until the termination of Disability when a Disability Retirement Pension has been awarded. This increase shall be added to the Participant's annuity and shall be subject to all the rights, privileges and conditions provided elsewhere in this Benefit Level relating to Qualified Joint and Survivor Annuities and the 3-Year Certain Benefit (as such terms are defined in Article IV), but shall not apply to the Death Benefit. With respect to Partial Pension benefits pursuant to Article XIII, a Participant who is receiving total reciprocal pension benefits from this Plan and Related Funds (as such total reciprocal benefit is computed in Article XIII) which exceed \$500 per month shall not be entitled to the \$25 increase or any portion thereof, even if their benefit from this Plan is less than \$500 per month. However, a Participant receiving a Partial Pension under this Plan whose total reciprocal pension benefit is less than \$500 shall receive a fraction of the \$25 increase equal to the fraction of their total reciprocal pension benefit paid under this Plan. No part of the \$25 contingent pension benefit shall be reported to a Participant as part of their Accrued Benefit in their annual report but such Participant shall be informed that if their total benefit when payable is less than \$500 per month that it will be increased by \$25 per month.

D.3. Thirteenth Check. For certain retired Participants and their Beneficiaries, an additional retirement benefit check in the form of a bonus check shall be paid. It is payable only to those retired Participants (and surviving Spouses who are receiving a Qualified Pre-Retirement Survivor Annuity or the survivor portion of a Qualified Joint and Survivor Annuity, as those terms are defined in Article IV) who are entitled to receive a monthly benefit check for each month of the calendar year with respect to which the thirteenth check is being paid.

The amount of the thirteenth check for any Plan Year shall be reduced, but not below \$0, by the Actuarial Equivalent value of a Participant's Future Service monthly benefit.

Notwithstanding the preceding, the thirteenth check shall be payable only if the Plan's actuary certifies that the unfunded Vested liability of the Plan, as calculated for purposes of the

Multiemployer Pension Plan Amendments Act of 1980 as of the last day of the calendar year preceding distribution of the thirteenth check, does not exceed \$85,000,000.00.

D.4. Additional Alternative Benefit.

(a) Eligibility. The Additional Alternative Benefit is available to Participants in this Plan (i) who elect to receive a Straight Life Annuity with a 3-Year Certain Benefit or a Qualified Joint and 50% or 100% Survivor Annuity (as such terms are defined in Article IV); (ii) who have an account balance in the RIP; and (iii) who are not excluded under the provisions of paragraph (b) below.

(b) Exclusions.

(1) Participants. The Additional Alternative Benefit is not available to a Participant

(i) who elects Partial Pension benefits pursuant to Article XIII;

(ii) who does not have a balance in the RIP; or

(iii) who separates from this Plan and then returns to the Plan pursuant to employment with an Employer that only has participated in RIP.

(2) Beneficiaries. Beneficiaries of Qualified Pre-Retirement Survivor Annuities (whether payable to widows of Participants who died before or after reaching Normal Retirement Age) and of 3-Year Certain Benefits are ineligible to elect the Additional Alternative Benefit.

(c) The Additional Alternative Benefits increases the amount of the Past Service portion of the monthly benefit the Participant otherwise would receive under this Plan, and is computed by determining the additional benefit that the Participant would have accrued under this Plan through February 28, 2002 (and not beyond such date) if the Participant had remained an active Participant in this Plan and continued to accumulate vesting and benefit accrual service through February 28, 2002 at the same rate and under the same conditions that existed as of the effective date of their participation in the RIP. In order to elect this benefit, a Participant must elect to have a trustee-to-trustee transfer made on their behalf from the RIP to this Plan. The amount to be transferred must consist of the portion of each Employer's Contribution to the RIP made on behalf of such Participant through February 28, 2002 that does not exceed the Base Level of contribution for the Participant, plus earnings allocable thereto. For this purpose, the Base Level means the highest contribution rate for the Benefit Level in which the Participant participated immediately prior to the effective date of the Participant's participation in the RIP.

D.5. Cessation of Accruals. Benefit accruals under this Appendix D cease effective as of the date a Participant's Employer enters into RIP, except with respect to a Participant who elects the Additional Alternative Benefit.

D.6. Non-Continuous Past Service. If an Employee was a previous Participant in the Plan, and the Employee was required to become a member of another union as a consequence of an order of the National Labor Relations Board decertifying their local Teamsters union as their collective bargaining representative, and upon a subsequent date all of the members of their collective bargaining unit become Participants in this Plan, then the Employee shall be entitled to the restoration of all Credited Service they accrued prior to their separation from the Plan as a consequence of such decertification. Further, the foregoing provisions shall apply without reference to the seniority granted or maintained by the Employee upon their re-entry into the Plan and without reference to the period of time they shall have been a separated or terminated Employee.