

CENTRAL PENNSYLVANIA TEAMSTERS

AMENDED AND RESTATED DEFINED BENEFIT PLAN

SUMMARY PLAN DESCRIPTION

*As in effect on
January 1, 2009*

*As amended through
January 1, 2014*

ISSUED 2014

**Central Pennsylvania Teamsters
Amended and Restated Defined Benefit Plan**

Summary Plan Description

As in effect on January 1, 2009
As amended through January 1, 2014

Issued 2014

To All Participants Covered Under The Central Pennsylvania Teamsters Amended and Restated Defined Benefit Plan

We are pleased to present you with this Summary Plan Description (“SPD”), which provides a descriptive summary of the Central Pennsylvania Teamsters Amended and Restated Defined Benefit Plan (“Plan”). Your participation in the Plan is the result of collective bargaining between your Employer and your Union. You are not permitted to make contributions to the Plan since the Contributing Employers pay the entire cost of the Plan.

The purpose of this SPD is to give you an understanding of how the Plan works and how it affects you personally. It reflects the provisions of the Plan in effect through January 1, 2014, and replaces the Summary Plan Description previously distributed. Generally, the Plan provisions described in this SPD apply to Participants who have completed an Hour of Service on or after January 1, 2009. If you failed to complete an Hour of Service on or after January 1, 2009, you must consult the prior version of this Summary Plan Description for a description of your benefits under the Plan.

To make reading this SPD easier, we have left out legal and technical terms wherever possible, and we cannot address every possible situation that may occur under the Plan. However, it is not intended that this SPD modify or change in any manner the complete official text of the Plan or Trust Agreement. Therefore, in the event the SPD does not address your particular situation, or in the event of any discrepancies between the SPD and the official text of the Plan and Trust Agreement, the official Plan text and/or Trust Agreement will govern.

Complete copies of all Plan documents are available for your inspection, during normal business hours, at the Pension Fund Office, or a copy can be obtained by writing to the Pension Fund Office. If you cannot visit the Pension Fund Office during normal business hours, then copies of the Plan documents which are required to be made available to you or your beneficiaries (See the section of this SPD, “Your Rights Under ERISA”) will be made available to you at your local union hall, within 15 calendar days of your written request. A reasonable fee may be charged for the photocopying of any documents that are given to you. You can also download a copy of this SPD at www.centralpateamsters.com.

It is our sincere hope that the benefits you will receive from the Plan, together with your Social Security benefits, will enable you to look forward to your retirement years with confidence and assurance.

The Board of Trustees

Table of Contents

	<u>Page</u>
General Information Concerning Your Plan	1
Plan Sponsor and Plan Administrator	1
Pension Fund Office	2
Employer Identification Number and Plan Number	3
Plan Year.....	3
Agent for Service of Legal Process	3
Type of Plan	3
Contributing Employers.....	3
Investments.....	4
Contributions	4
Participation and Service	4
When do I become a Participant in the Plan?	4
How is my service counted under the Plan?.....	4
What does Benefit Service mean?.....	6
What does Vesting Service mean?	8
Can my Benefit Service and Vesting Service be lost or cancelled?.....	8
Eligibility for and Amount of Benefits	9
When can I begin receiving benefits under the Plan?	9
When am I eligible for a Normal Retirement Benefit?.....	10
What will my Normal Retirement Benefit be?.....	10
When am I eligible for an Early Retirement Benefit?	12
What will my Early Retirement Benefit be?	12
What will my Special Early Retirement Benefit be?	13
What will my Service Pension Benefit be?	13
How do I qualify for the Combined Minimum Monthly Benefit?.....	14
How is the Combined Minimum Monthly Benefit calculated?.....	16
What is the Full Contribution Level?	17
Am I eligible for the Combined Minimum Monthly Benefit if I was laid off or became disabled before November 1, 2002?	21
When am I eligible for a Rule of 82-85 Benefit?.....	21
What will my Rule of 82-85 Benefit be?	22
What benefit will I receive if I Retire after my Normal Retirement Date?	23
What is the Thirteenth Check and when is it paid?	24
Repayments.....	24
Reciprocal Service	24
What is Reciprocal Service?	24
What Reciprocal Service is recognized under the Plan?.....	24
How can Reciprocal Service affect my Plan benefit?	25
Disability Benefits	28
What happens if I become disabled?.....	28
Form of Payment	30
How will my benefit be paid to me?	30
What is a Single Life Annuity with 36 Months Certain?	30

What is a Qualified Joint and 50% Survivor Annuity?	31
What is a Qualified Joint and 75% Survivor Annuity?	31
What is a Qualified Joint and 100% Survivor Annuity?	31
Are there any special payment options for the Past Service portion of my Retirement benefit?	31
Who can I designate as my beneficiary, and what happens if my beneficiary dies?..	32
Once my benefit payments start, can I change the form of payment?.....	32
Death Benefits	32
What happens if I die after I Retire?	32
What happens if I die before I Retire?.....	32
Applying for and Payment of Benefits.....	36
When will I begin receiving benefits?.....	36
How do I apply for my benefits?.....	36
How do I elect to receive a form of payment?.....	36
What if my claim for benefits is denied?	37
Review of claim denial.....	37
What if my claim for disability benefits is denied?.....	39
Review of disability claim denial	40
What happens if I am incapacitated or if my benefit is payable to a minor beneficiary?	43
How are my benefits taxed?	44
What about my Social Security retirement benefits?	45
Can my Retirement benefit be assigned to another person?.....	45
Qualified Domestic Relations Orders	45
Suspension of Benefits.....	45
What is Suspendible Employment?	46
How does the Plan know that I am working in Suspendible Employment?.....	46
How do I know if I am working in Suspendible Employment?	46
How and when do my Retirement benefits restart?	47
What if I want to appeal the suspension of my Retirement benefits?	47
Circumstances That Can Affect Your Benefit.....	47
Amendment and Termination of the Plan	48
Pension Benefit Guaranty Corporation	49
Your Rights Under ERISA	49
How can I obtain additional information about the Plan?	51
Addendum I – Historical UPS/Freight Contribution Rates	52
Addendum II - Special Plan Provisions for “YRC” Participants	54

General Information Concerning Your Plan

Plan Sponsor and Plan Administrator

The Plan Sponsor and Plan Administrator is the Board of Trustees which is made up of five (5) Union Trustees selected by Teamsters Local Union No. 429 and five (5) Employer Trustees selected by the Transport Employers Association. Union Trustees and Employer Trustees have equal voting power in the administration of the Plan. The Trustees serve without pay and presently include:

Union Trustees	Employer Trustees
<p>William M. Shappell Chairman and Trustee Teamsters Local Union No. 429 1055 Spring Street Wyomissing, PA 19610</p>	<p>Tom J. Ventura Secretary and Trustee YRC Worldwide, Inc. c/o Central Pennsylvania Teamsters Pension Fund 1055 Spring Street Wyomissing, PA 19610</p>
<p>Howard W. Rhinier, Trustee Teamsters Local Union No. 771 1025 N. Duke Street Lancaster, PA 17602</p>	<p>Eric Bucheit, Trustee ABF Freight System, Inc. c/o Central Pennsylvania Teamsters Pension Fund 1055 Spring Street Wyomissing, PA 19610</p>
<p>Charles Shafer, Trustee Teamsters Local Union No. 773 1345 Hamilton Street Allentown, PA 18102</p>	<p>J. Christopher Michael, Trustee Associated Wholesalers, Inc. c/o Central Pennsylvania Teamsters Pension Fund 1055 Spring Street Wyomissing, PA 19610</p>
<p>Jeff Strause, Trustee Teamsters Local Union No. 429 1055 Spring Street Wyomissing, PA 19610</p>	<p>Kenneth A. Ross, Trustee United Parcel Service c/o Central Pennsylvania Teamsters Pension Fund 1055 Spring Street Wyomissing, PA 19610</p>
<p>Keith A. Youst, Trustee Teamsters Local Union No. 429 1055 Spring Street Wyomissing, PA 19610</p>	<p>Daniel W. Schmidt, Trustee New Penn Motor Express c/o Central Pennsylvania Teamsters Pension Fund 1055 Spring Street Wyomissing, PA 19610</p>

As the Plan Administrator, the Board of Trustees is charged with carrying out the provisions of the Plan. It reserves the right to interpret the terms and provisions of the Plan. In the discharge of its duties, the Board of Trustees is aided and advised by legal, actuarial, accounting and investment advisors, as well as administrative personnel who are responsible for all Plan and Fund records and communications.

The Board of Trustees has the exclusive right, power, and authority, in its sole and absolute discretion, to administer, apply and interpret the Plan, including this SPD, the Trust Agreement and any other Plan documents, and to decide all matters (including factual matters) arising in connection with the operation or administration of the Plan or Trust Fund, including, but not limited to, the sole and absolute discretionary authority to:

- take all actions and make all decisions (including factual decisions) with respect to the eligibility for, and the amount of, benefits payable under the Plan;
- formulate, interpret and apply rules, regulations and policies necessary or appropriate to administer the Plan in accordance with the terms of the Plan;
- decide questions (including legal or factual questions) relating to the calculation and payment of benefits under the Plan;
- resolve and/or clarify any ambiguities, inconsistencies and omissions (including factual determinations) arising under this SPD, the Plan, the Trust Agreement or other Plan documents;
- process and approve or deny benefit claims; and
- determine the standard of proof required in any case.

All determinations and interpretations (including factual determinations) made by the Board of Trustees shall be final and binding to the fullest extent permitted by law upon all Participants, beneficiaries and any other individuals claiming benefits under the Plan.

The Board of Trustees has assigned the day-to-day administrative operations of the Plan to the Pension Fund Office, which is managed by Joseph J. Samolewicz, Administrator. Any questions pertaining to the Plan, including requests for claim forms, should be directed to the Pension Fund Office.

Pension Fund Office

You may write or call the Pension Fund Office if you have any questions about your benefits under this Plan. Simply call or write to:

Joseph J. Samolewicz, Administrator
Central Pennsylvania Teamsters Pension Fund
P.O. Box 15223
Reading, PA 19612-5223
610 320-5505
Toll-free in PA 800 343-0136
Toll-free in USA 800 331-0420

Employer Identification Number and Plan Number

The Employer Identification Number assigned by the Internal Revenue Service to the Board of Trustees is 23-6262789. The Plan Number assigned to the Plan is 001.

Plan Year

The records of the Plan are kept on a January 1 through December 31 basis.

Agent for Service of Legal Process

Process can be served on the Board of Trustees (the Plan Administrator),

Board of Trustees
Central Pennsylvania Teamsters Pension Fund
1055 Spring Street
Wyomissing, PA 19610

Service of legal process may be made upon each Plan Trustee.

Type of Plan

The Plan is a Defined Benefit Plan, which means that your Retirement benefit is based on a formula which takes into account your years of Covered Employment. There are no individual accounts established to which portions of the Employers' contributions are credited. No Participant or beneficiary has any right, title or interest in or to the Trust Fund other than to the vested benefits to which they are entitled.

Contributing Employers

The Plan is funded by Employer contributions made in accordance with the terms of the applicable collective bargaining agreements. Copies of the agreements covering Participants of the Plan, or a complete list of the Contributing Employers may be obtained by written request from you or your beneficiary to the Pension Fund Office.

Copies of the collective bargaining agreements, under which the Plan is maintained, are also available for inspection by Participants and beneficiaries at the Pension Fund Office. If you cannot visit the Pension Fund Office during normal business hours, copies of the agreements, and any other Plan documents which are required to be made available to you or your beneficiaries (See the section of this SPD, "Your Rights Under ERISA") will be made available to you at your local union hall, within 15 calendar days of your written request.

You may also inquire as to whether a particular employer contributes to the Plan by contacting the Pension Fund Office in writing. If a particular employer contributes to the Plan, the Pension Fund Office will provide you with the employer's address.

A reasonable fee may be charged for the photocopying of any documents that are given to you.

Investments

Funds contributed to the Plan are invested by the Board of Trustees. These funds and the income earned from their investment are used to provide benefits for Participants in the Plan and their beneficiaries, and to pay the costs of maintaining the Plan. The Board of Trustees has engaged the services of an independent investment consultant to make recommendations with respect to the investment of the Plan's assets, and to assist it with selecting investment managers and monitoring the performance of the Plan's investments.

Contributions

Contributions made to the Plan on your behalf are the payments required to be made by a Contributing Employer, Union or Fund to the Plan pursuant to the terms of a Collective Bargaining Agreement, Participation Agreement or the Trust Agreement under which the Employer is contributing.

Participation and Service

When do I become a Participant in the Plan?

If you are not now a Participant and you are an eligible employee, you will become a Participant as of the date you first earn an Hour of Service and complete the eligibility requirements described in the collective bargaining agreement governing your employment; provided, that, on that date your Contributing Employer is obligated to make contributions to the Plan on your behalf. In no event can the collective bargaining agreement governing your employment require you to complete a probationary period in excess of 13 weeks as a condition of participation, nor can it require a minimum age for eligibility to participate.

Employees eligible to join the Plan are employees who work for a Contributing Employer, Union or Fund with respect to whom contributions are required to be made to the Plan. If you cease to be eligible because of a change to your employment status, you will remain an inactive Participant until your entire vested benefit is paid to you.

If your employment terminates for any reason after you have become a Participant, and you are rehired, you will again become a Participant in the Plan as of your reemployment date, provided you return to work for the same Contributing Employer as an eligible Employee. If you are rehired by a different Contributing Employer as an eligible Employee you will begin to earn additional Vesting Service upon your completion of one Hour of Service, but your new Employer will not be required to make Contributions to the Plan on your behalf, and you will not begin to earn additional Benefit Service until you complete any required probationary period with your new Employer.

How is my service counted under the Plan?

The amount of your Retirement benefit, your eligibility for benefits and your nonforfeitable right to your Retirement benefit are determined by the amount and type of service you perform for a Contributing Employer. Service performed for employer(s) in one or more other Teamster pension plans with which the Plan has a reciprocal agreement is also counted under this Plan for certain purposes. In order to understand the part your service

plays in becoming eligible for a Retirement benefit, it is important to understand the meaning of the following terms:

- **“Break in Service”** means a Plan Year in which you are credited with less than 501 Hours of Service.
- **“Covered Employment”** means all service you complete with a Contributing Employer in a job classification covered by a collective bargaining agreement, participation agreement or joinder agreement between the Plan and such Employer and for which the Employer is required to contribute to the Plan and/or the RIP 1987 or, prior to January 1, 2010, the RIP 2000 on your behalf. Service which is not Covered Employment is called “Non-Covered Employment.”
- **“Hour of Service”** means
 - each hour for which you are paid or entitled to payment by a Contributing Employer for duties performed; and
 - each hour for which you are paid or entitled to payment by a Contributing Employer for periods of time during which no duties were performed due to vacation, holidays, illness, incapacity (including disability), layoff, jury duty, military duty and approved absences, up to a maximum of eight (8) hours per day and 40 hours per week; provided, however, that no more than 501 Hours of Service will be credited to you for any such single continuous period during which no duties are performed. In addition, no Hours of Service will be credited for payment which is made or due to you under a program maintained solely for the purpose of complying with applicable Workers’ Compensation, unemployment compensation, or disability insurance laws or with respect to any payment made or due to you solely as reimbursement for medical or medically related expenses you incur. However, if your Employer is required to make contributions to the Plan on your behalf for periods of time during which you did not perform services, all such hours will be credited to you for both Vesting Service and Benefit Service; and
 - each hour for which back pay, irrespective of mitigation of damages is either awarded to you or agreed to you by a Contributing Employer, to the extent that such award or agreement is intended to compensate you for periods during which you would have been engaged in the performance of duties for your Contributing Employer; and
 - each hour for which you would have been scheduled to work for a Contributing Employer during a period of time during which you are absent because of military service, provided you are eligible for reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”), and you return to work within the period required under USERRA.

Hours of Service will be credited for the service computation period(s) (1) in which the duties are performed or payments are due, (2) in which payments would have been due during a covered unpaid leave of absence or layoff, or (3) to which the back pay award or agreement pertains.

In no event will Hours of Service be allowed and computed in a manner less liberal than the manner described in the Department of Labor regulations 2530.200b-2.

In addition, a Participant will be credited with Hours of Service for Vesting purposes, but not for other purposes, only for periods of Contiguous Non-Covered Employment. Contiguous Non-Covered Employment is service with a Contributing Employer that

immediately precedes or follows Covered Employment provided that no quit, discharge or Retirement occurs between such Covered Employment and such Non-Covered Employment. Rules for precisely determining a Participant's Hours of Service are established by the Board of Trustees on a uniform, nondiscriminatory basis consistent with the "Rules and Regulations for Minimum Standards for Employee Pension Benefit Plans" under the Employee Retirement Income Security Act of 1974 ("ERISA").

If you are absent from work due to pregnancy, the birth or adoption of your child, or due to parental child care which immediately follows such birth or adoption, you will be credited with sufficient Hours of Service for Vesting purposes in order to avoid a Break in Service in the Plan Year in which this absence begins, or, in the immediately following year, if such Hours of Service are not necessary to prevent a Break in Service in the Plan Year in which the absence begins. If you are absent from work on an approved leave of absence under the Family and Medical Leave Act of 1993 ("FMLA"), you will be credited with Hours of Service for Vesting purposes for each hour that you would have been scheduled to work for your Contributing Employer but for your FMLA leave, up to a maximum of 501 Hours of Service, to the extent necessary to avoid a Break in Service provided you return to work with your Contributing Employer following your FMLA leave. However, if your Contributing Employer is required to make contributions to the Plan on your behalf for such hours, all such hours will be credited to you for both Vesting Service and Benefit Service.

- **"Plan Year"** means the 12-month period beginning on each January 1 and ending on each December 31.
- **"Retire" or "Retirement"** means your termination of employment (including Covered Employment, Non-Covered Employment and Suspendible Employment) with your Employer and all Contributing Employers after you have satisfied the requirements to receive benefits under the Plan and you have made an application to receive those benefits.
- **"Retirement Date"** means the date as of which you elect to Retire under the Plan and begin to receive your Retirement benefit.
- **"Suspendible Employment"** - See the section of this SPD, "Suspension of Benefits" for a description of the type of employment that constitutes Suspendible Employment.

What does Benefit Service mean?

Benefit Service refers to the number of your years of Covered Employment with a Contributing Employer, measured in Years of Benefit Service, as follows:

- For Plan Years after 2002 – Beginning with the 2003 Plan Year, you will earn one Year of Benefit Service for each Plan Year in which you are credited with at least 1,800 Hours of Service in Covered Employment. You will also receive a partial year of Benefit Service for each Plan Year in which you are credited with between 1,000 and 1,799 Hours of Service in Covered Employment, according to the following table:

Table of Pro-Rata Year of Benefit Service	
Hours of Service Per Year	% Year of Benefit Service
Less than 1,000	None
1,000 to 1,199	60%
1,200 to 1,399	70%
1,400 to 1,599	80%
1,600 to 1,799	90%
1,800 and over	100%

- For the 2002 Plan Year – You have earned one Year of Benefit Service for 2002 if you were credited with at least 1,500 Hours of Service. You have received a partial year of Benefit Service for 2002 if you were credited with between 1,000 and 1,499 Hours of Service, according to the following table:

Table of Pro-Rata Year of Benefit Service	
Hours of Service Per Year	% Year of Benefit Service
Less than 1,000	None
1,000 to 1,099	60%
1,100 to 1,199	70%
1,200 to 1,349	80%
1,350 to 1,499	90%
1,500 and over	100%

- For the 1987-2001 Plan Years – You have earned one Year of Benefit Service for each Plan Year during which you were credited with at least 1,000 Hours of Service.
- For Plan Years before 1987 – You have earned one Year of Benefit Service for each Plan Year during which you were credited with at least 1,800 Hours of Service. You have also received a partial year of Benefit Service for each Plan Year during which you were credited with between 1,000 and 1,799 Hours of Service, according to the following table:

Table of Pro-Rata Year of Benefit Service	
Hours of Service Per Year	% Year of Benefit Service
Less than 1,000	None
1,000 to 1,199	60%
1,200 to 1,399	70%
1,400 to 1,599	80%
1,600 to 1,799	90%
1,800 and over	100%

If you leave employment covered by the Plan to go into military service, you generally will be entitled to Benefit Service credit for that time, provided you return to your job within the

time period prescribed by USERRA. Be sure to notify the Pension Fund Office upon your return.

From time to time, the Board of Trustees may enter into reciprocal agreements with trustees of a separate pension plan of an affiliated union for the purpose of preserving benefit service earned by participants whose employment is transferred from a Contributing Employer under this Plan to an employer under a reciprocating plan. (See the section of this SPD, "Reciprocal Service" for more information.)

What does Vesting Service mean?

Vesting Service is used to determine your eligibility for a deferred benefit if you terminate employment before reaching Normal Retirement Age. You earn a year of Vesting Service for each Plan Year during which you complete at least 1,000 Hours of Service.

If you are credited with at least five (5) Years of Vesting Service, you are fully vested in the Retirement benefit you accrue under the Plan, and at your termination of employment you will be entitled to a Deferred Vested Benefit.

If you are employed on the later of the date you attain age 65 or the date which is the fifth anniversary of the date you became a Participant in the Plan, your "Normal Retirement Age," you will also have a fully vested interest in the Retirement benefit you accrued under the Plan, regardless of the number of Years of Vesting Service you have completed. For purposes of the fifth anniversary rule, participation in the Plan that is disregarded because you incurred at least five (5) consecutive one-year Breaks in Service prior to your becoming Vested is not taken into account. (See the section of this SPD, "When am I eligible for a Normal Retirement Benefit?")

From time to time the Board of Trustees may enter into reciprocal agreements with trustees of a separate pension plan of an affiliated union for the purpose of preserving Vesting Service earned by participants whose employment is transferred from a Contributing Employer under this Plan to an employer under a reciprocating plan. (See the section of this SPD, "Reciprocal Service" for more information.)

Can my Benefit Service and Vesting Service be lost or cancelled?

If you have at least five (5) consecutive one-year Breaks in Service prior to the time your Benefits are Vested, you will lose both your Vesting Service and the Benefit Service that you earned.

If you terminate your employment and then return before incurring five (5) consecutive one-year Breaks in Service, your prior service will be reinstated upon your completion of a year of Vesting Service after your return to Covered Employment. However, if you had at least five (5) consecutive one-year Breaks in Service prior to your return to Covered Employment and you had no vested rights to your benefit when you left, your prior Benefit Service will not be restored.

You should keep in mind, however, that these rules apply only to Breaks in Service that occur after January 1, 1985. For periods before January 1, 1985, Breaks in Service are determined by the Plan rules then in effect. Also, if your service is counted under a reciprocal agreement, different rules apply to you. Contact the Pension Fund Office if you

want information regarding those prior rules and/or the special rules for reciprocal agreements.

Eligibility for and Amount of Benefits

When can I begin receiving benefits under the Plan?

The following table summarizes the different types and amounts of Retirement benefits payable under the Plan, together with the eligibility requirement for each.

Retirement Type	Age When You Leave Covered Employment	Years of Service When You Leave Covered Employment	Earliest Age That Benefits May Commence	Amount of Benefit
Normal	Any age	5 or more years of Vesting Service	65**	Future Service benefit, plus the pre-1987 Past Service benefit, if any
Early	Before age 57	Less than 30* Years of Benefit Service	57**	Future Service benefit, reduced 6% per year for commencement before age 65, plus the pre-1987 Past Service benefit, if any
	Age 57 or older	Less than 15* Years of Benefit Service	57	
Special Early	Age 57 or older	15-29 Years of Benefit Service	57	Future Service benefit, reduced 3% per year for commencement before age 65, plus the pre-1987 Past Service benefit, if any
Service Pension	Any age	30 or more Years of Benefit Service	50	Future Service benefit plus the pre-1987 Past Service benefit, if any, the sum reduced 6% per year for commencement before age 57
Combined Minimum	Age 57 or older	25 or more Years of Benefit Service	57	\$3,100.00 (prorated for Employer contributions that are less than the Full Contribution Level), minus the annuity value of your RIP account balance***

Retirement Type	Age When You Leave Covered Employment	Years of Service When You Leave Covered Employment	Earliest Age That Benefits May Commence	Amount of Benefit
Rule of 82-85****	Variable, Age and Years of Benefit Service must = 82, 83, 84 or 85	Variable, Age and Years of Benefit Service must = 82, 83, 84 or 85	Determined by total of age and Years of Benefit Service	Variable, see discussion of the amount of this benefit under the question, "What will my Rule of 82-85 Benefit be?"

* You must complete five (5) Years of Vesting Service to be eligible for Retirement benefits.

** The Past Service benefit you earned before 1987 is payable unreduced if you Retire on or after age 57, or as a reduced benefit as early as age 55 if you Retire with 20 or more Years of Service.

*** If you make a trustee-to-trustee transfer of your RIP account balance to the Plan, the \$3,100.00 monthly benefit will not be offset by the annuity value of your RIP account balance.

**** See discussion of this retirement benefit under the question, "When am I eligible for a Rule of 82-85 Benefit?" below for additional eligibility requirements.

When am I eligible for a Normal Retirement Benefit?

You can receive a Normal Retirement Benefit if you Retire on or after your Normal Retirement Date. Your Normal Retirement Date is the first day of the month coincident with or next following your attainment of your Normal Retirement Age.

Your Normal Retirement Age is the later of the date on which you attain age 65 or the date on which you reach the fifth anniversary of the first day of the Plan Year in which you became a participant. For purposes of the fifth anniversary rule, participation in the Plan that is disregarded because you incurred at least five (5) consecutive one-year Breaks in Service prior to your becoming Vested is not taken into account.

However, if you earned a Past Service monthly benefit under the Plan, your Normal Retirement Age for the Past Service monthly benefit is the later of the date on which you attain age 57 or the date on which you reach the fifth anniversary of the first day of the Plan Year in which you became a participant. Please contact the Pension Fund Office for more information regarding this prior definition.

What will my Normal Retirement Benefit be?

It is important to note that you are entitled to the Normal Retirement Benefit calculated under the formula in effect when you Retire or, if earlier, when you separate from service in Covered Employment prior to your Normal or Early Retirement Date. This section of the SPD describes the formula in effect for Active Participants who earn an Hour of Service on or after January 1, 2003. If you did not earn a benefit under the Plan prior to January 1, 2003, you should disregard all references to the "Past Service" benefit because your benefit under the Plan will consist solely of the "Future Service" benefit. If you are (or were) employed by YRC Worldwide, Inc., please refer to Addendum II to this SPD which describes special Plan provisions that may apply to you.

Effective January 1, 2003, the amount of your monthly Normal Retirement Benefit, payable in the form of a Single Life Annuity with 36 Months Certain Benefit, is equal to the sum of:

- Your Future Service monthly benefit – This monthly benefit is equal to 1.25% of the aggregate Contributing Employer contributions required to be made on your behalf for Plan Years beginning on or after January 1, 2003, but this monthly benefit cannot include a benefit accrual greater than \$140.00 in any Plan Year except for the greater limits agreed to by the Trustees for the following Plan Years; \$160.00 for the 2006 Plan Year; \$170.00 for the 2007 Plan Year; \$180.00 for 2008 Plan Year; and \$165.00 for the 2012 Plan Year.

plus

- Your Past Service monthly benefit – This is the frozen benefit, if any, that you earned under the Plan for your Years of Benefit Service completed prior to the expiration date of the applicable collective bargaining agreement in 1987, 1988 or 1989.

If you earned a Past Service benefit under the Plan prior to January 1, 2003, please refer to the Past Service Benefit Addendum to this SPD that describes your Past Service benefit in more detail. You will also be provided with a description of the amount of your Past Service as part of your annual Benefit Statement.

NOTE: If you are married when your benefits commence under the Plan, the normal form of payment in each of the following examples is a reduced actuarially equivalent Qualified Joint and 50% Survivor Annuity, unless both you and your spouse elect to waive this benefit.

When the Plan refers to the status of “married” it refers to couples who were legally married in the state in which the marriage was entered into, regardless of the married couple’s state of domicile.

Example 1

(Future Service Monthly Benefit)

John entered Covered Employment after 1989 and therefore has no Past Service monthly benefit. His Employer makes contributions totaling \$10,000.00 on his behalf during 2003. At the end of 2003, John’s Future Service monthly benefit is \$125.00 ($\$10,000.00 \times 1.25\%$).

If John continues to work 9 more years and his Employer continues to contribute \$10,000.00 each year, he will be entitled to a monthly benefit of \$1,250.00 ($\$10,000.00 \times 10 \times 1.25\%$).

John’s Future Service monthly benefit is payable unreduced at age 65 (or age 57 if he completes 30 or more Years of Benefit Service), if he elects to Retire at that time.

Example 2

(Future Service Monthly Benefit Plus Past Service Monthly Benefit)

Paula works for the same Employer as John, but also has a Past Service monthly benefit of \$100.00 for service she completed before 1987. Paula's Employer makes contributions totaling \$10,000.00 on her behalf during 2003.

At the end of 2003, Paula's Future Service monthly benefit is \$125.00 ($\$10,000.00 \times 1.25\%$), and her total monthly benefit earned under the Plan is \$225.00 ($\$100.00 + \125.00).

If Paula continues to work 5 more years and her Employer continues to contribute \$10,000.00 each year, she will be entitled to a monthly benefit of \$850.00 as follows:

- Future Service monthly benefit of \$750.00 ($\$10,000.00 \times 6 \times 1.25\%$), plus
- Past Service monthly benefit of \$100.00.

Paula's Future Service monthly benefit is payable unreduced at age 65 (or age 57 if she completes 30 or more Years of Benefit Service), but her Past Service monthly benefit is always payable unreduced at age 57, if she elects to Retire at that time.

When am I eligible for an Early Retirement Benefit?

You can receive an Early Retirement Benefit on your Early Retirement Date if you are not working in Suspendible Employment (See the section of this SPD, "Suspension of Benefits"). Your Early Retirement Date is the first day of the month coincident with or next following your attainment of your Early Retirement Age and your termination of Covered Employment.

Your Early Retirement Age, for any form of benefit other than a Service Pension Benefit, is the later of the date on which you attain age 57 or the date on which you complete 5 Years of Vesting Service. For a Service Pension Benefit, your Early Retirement Age is the later of the date on which you attain age 50 or the date on which you complete 30 Years of Benefit Service.

However, if you earned a Past Service monthly benefit under the Plan for Benefit Level C, D, E, F, G, H, or I, your Early Retirement Age for the Past Service monthly benefit is the later of the date on which you attain age 55 or the date on which you accumulated at least 20 Years of Credited Service (as such Service was counted under the prior version of the Plan and SPD). There is no separate Early Retirement Age for Past Service benefits at Benefit Levels A and B. Note that if you also earned a Future Service monthly benefit, that portion of your Plan benefit is not payable until you reach the age and service requirement described in the second paragraph under this question.

What will my Early Retirement Benefit be?

If you Retire at any time before completing 15 Years of Benefit Service (and after completing at least 5 Years of Vesting Service), or before age 57 with less than 30 Years of

Benefit Service, your Future Service monthly benefit will be reduced by one-half of one percent (0.50%) for each month that your Early Retirement Date precedes age 65.

Example 3

(Early Retirement Benefit Calculation)

John from **Example 1** leaves Covered Employment at age 49 after completing 18 Years of Benefit Service, including ten Years of Benefit Service since January 1, 2003. John has no Past Service monthly benefit.

John's Future Service monthly benefit of \$1,250.00 is payable unreduced at age 65. However, he elects to Retire at age 57. Thus, his monthly Early Retirement benefit is reduced by 48% (96 months x 0.50% reduction per month) to \$650.00.

What will my Special Early Retirement Benefit be?

If you Retire on or after the attainment of age 57 with at least 15 but less than 30 Years of Benefit Service, you are eligible to receive a Special Early Retirement Benefit. In this case, your Future Service monthly benefit will be reduced by one-quarter of one percent (0.25%) for each month that your Retirement Date precedes age 65.

Example 4

(Special Early Retirement Benefit Calculation)

Paula from **Example 2** leaves Covered Employment at age 58 after completing 23 Years of Benefit Service, including 6 Years of Benefit Service since January 1, 2003. She elects to Retire immediately.

Paula's Past Service monthly benefit of \$100.00 is payable unreduced immediately, and her Future Service monthly benefit of \$750.00 is payable unreduced at age 65. Because Paula elects to Retire immediately, her Future Service benefit is reduced by 21% (84 months x 0.25% reduction per month) to \$592.50.

Thus, Paula's monthly Special Early Retirement Benefit payable at age 58 is \$692.50 (\$100.00 + \$592.50).

What will my Service Pension Benefit be?

If you have at least 30 Years of Benefit Service when you leave Covered Employment, you may Retire, provided you are age 50 or older, and elect to receive a Service Pension Benefit. In this case, your Future Service monthly benefit will be reduced by one-half of one percent (0.50%) for each month your Early Retirement Date precedes age 57.

Example 5

(Service Pension Benefit Calculation)

Ray leaves Covered Employment at age 53 after completing 30 Years of Benefit Service, all since January 1, 2003. He elects to Retire immediately.

Because Ray has completed 30 Years of Benefit Service, his Future Service monthly benefit of \$4,200.00 is payable unreduced at age 57. However, because Ray elects to Retire immediately, his Future Service benefit is reduced by 24% (48 months x 0.50% reduction per month) to \$3,192.00.

How do I qualify for the Combined Minimum Monthly Benefit?

To qualify for the Combined Minimum Monthly Benefit, you must:

1. Retire on or after November 1, 2002 (October 1, 2002 for eligible participants who are UPS employees), and
2. Be at least age 57 with 25 or more Years of Benefit Service when you Retire and satisfy the following three rules.
 - “Two-Year” Rule – To satisfy this rule, your Employer must have been obligated to contribute to the Plan on your behalf for at least 1,000 Hours of Service in any two consecutive 12-month periods that end on or after the date you first become eligible for the Combined Minimum Monthly Benefit.
 - “45-Day” Rule – To satisfy this rule, if your Employer is a monthly contributor, it must have been obligated to contribute to the Plan on your behalf for at least two of the four months immediately preceding the date you first become eligible for the Combined Minimum Monthly Benefit. If your Employer is an hourly contributor, it must have been obligated to contribute to the Plan on your behalf for at least 200 total hours in at least three of the four months immediately preceding the date you attain age 57 or the date you first become eligible for the Combined Minimum Monthly Benefit.
 - No Prior Withdrawal of Your RIP Account Balance or Prior Retirement from the Plan – Because the Combined Minimum Monthly Benefit incorporates your RIP account balance, you will not be eligible for the benefit if you have made a prior withdrawal from your RIP account balance (except pursuant to a Qualified Domestic Relations Order (“QDRO”) as explained in **Example 10** or because you receive a minimum distribution due to your attainment of age 70½).

If you have already Retired prior to November 1, 2002 (October 1, 2002 for eligible participants who are UPS employees) and are receiving payments from the Plan (except for Disability Retirement Benefits or payments made because of the Plan's mandatory age 70½ rule), the Combined Minimum Monthly Benefit is not available to you.

PLEASE NOTE

If, due to a layoff or disability, you fail to meet the Two-Year Rule described above (i.e., you are unable to work at least 1,000 Hours of Service in Covered Employment for each of the two 12-month periods immediately preceding the date you would otherwise first become eligible for the Combined Minimum Monthly Benefit), you may make up the accumulated shortfall by returning to work with a Contributing Employer within a three-year period beginning with the date of the layoff or disability.

As proof of a layoff or disability, the Board of Trustees may require one or more of the following:

- A letter from your Employer
- Receipt of your sick pay benefits from the Health and Welfare Fund
- A letter from your treating physician
- Evidence of your receipt of Workers' Compensation benefits
- Evidence of your receipt of Unemployment Compensation
- Other documentation that the Trustees deem necessary to qualify you for consideration under this provision

Two-Year Rule Examples

Example 6A

Sarah just turned age 57 and has 26 Years of Benefit Service. During each of the previous two 12-month periods, she has completed 1,000 or more Hours of Service in Covered Employment. Sarah has satisfied the Plan's Two-Year Rule, regardless of her future number of hours worked.

Example 6B

Brian turned age 57 on February 17, 2013 and has 26 Years of Benefit Service. He would like to Retire on March 1, 2013. During the previous two 12-month periods, he has completed 900 and 2,160 Hours of Service in Covered Employment (details are shown in the following table).

Therefore, he does not satisfy the Two-Year Rule as of March 1, 2013 and is not eligible for the Combined Minimum Monthly Benefit at that time.

Month (2011-12)	Hours Worked		Month (2012-13)	Hours Worked	
	For Month	Previous 12 Months		For Month	Previous 12 Months
Mar-11	180	< 1,000	Mar-12	180	900
Apr-11	180	< 1,000	Apr-12	180	900
May-11	0	< 1,000	May-12	180	1,080
Jun-11	0	< 1,000	Jun-12	180	1,260
Jul-11	0	< 1,000	Jul-12	180	1,440
Aug-11	0	< 1,000	Aug-12	180	1,620
Sep-11	180	< 1,000	Sep-12	180	1,620
Oct-11	180	< 1,000	Oct-12	180	1,620
Nov-11	0	< 1,000	Nov-12	180	1,800
Dec-11	0	< 1,000	Dec-12	180	1,980
Jan-12	180	< 1,000	Jan-13	180	1,980
Feb-12	0	900	Feb-13	180	2,160

In order to satisfy the Plan's Two-Year Rule, Brian needs to wait until at least June 1, 2013, in which case he will have two consecutive 12-month periods with 1,000 or more Hours of Service.

This is because Brian completed 1,080 Hours of Service during the 12-month period from June 2011 to May 2012, and would have at least 1,620 hours from June 2012 to May 2013.

NOTE: In certain cases, a Participant would have to continue to *work* rather than simply *wait* the additional months to earn sufficient Hours of Service.

Example 6C

Steve is age 57 and has 32 Years of Benefit Service. During the previous two 12-month periods, he has completed 625 and 1,100 Hours of Service in Covered Employment. However, he did not complete 1,000 Hours of Service 2 years ago due to a layoff or disability. Therefore, he only needs to complete 375 hours of additional service in Covered Employment (1,000 – 625) within the 3-year period after the layoff or disability in order to meet the Two-Year Rule.

How is the Combined Minimum Monthly Benefit calculated?

The Combined Minimum Monthly Benefit, payable in the form of a Single Life Annuity with 36 Months Certain Benefit, is equal to:

- \$3,100.00, prorated for Employer contributions that are less than the Full Contribution Level
- minus
- The monthly amount of the Single Life Annuity with 36 Months Certain Benefit under this Plan that is actuarially equivalent to your converted RIP account balance, based on the most recently completed valuation available at the time your Combined Minimum

Monthly Benefit is calculated, using the UP 1984 Mortality Table and an interest rate of 7%.

In addition, if you are eligible for the Combined Minimum Monthly Benefit, you can elect to “roll over” your RIP account balance to this Plan through a trustee-to-trustee transfer and receive an actuarially equivalent benefit from this Plan (calculated using the UP 1984 Mortality Table and an interest rate of 7%) paid in the form of a Single Life Annuity with 36 Months Certain or, if you are married, an actuarially equivalent Qualified Joint and Survivor Annuity.

NOTE: If the sum of your Future Service monthly benefit and Past Service monthly benefit exceeds the Combined Minimum Monthly Benefit, then you will receive that higher combined Future Service and Past Service monthly benefit. You can choose to have your benefit from the RIP Plan paid separately from the benefit you earned under this Plan, or you can combine your benefits by electing a trustee-to-trustee transfer of your RIP Account balance to this Plan.

What is the Full Contribution Level?

You are at the Full Contribution Level if you complete:

- 20 Years of Benefit Service at or above the applicable UPS/Freight contribution rate, or
- 15 Years of Benefit Service at or above the applicable UPS/Freight contribution rate, including each of the last 10 consecutive years before you leave Covered Employment.

The applicable UPS/Freight rates for each year from 1958 through 2012 are contained in Addendum I to this SPD.

If it is determined that you are not at the Full Contribution Level, the gross \$3,100.00 monthly benefit (before the RIP offset) will be prorated based on the ratio your historical contribution rates bear to the Full Contribution Level. If you have more than 25 Years of Benefit Service, only the 25 highest Years of Benefit Service that give you the largest benefit will be used to calculate the prorated benefit.

If your Employer did not contribute at the Full Contribution Level for any given Plan Year, your applicable contribution rate for that Plan Year will be calculated by dividing the annual contribution made on your behalf by the lesser of actual hours you worked or 2,080.

The following pages provide detailed examples of how the Combined Minimum Monthly Benefit is calculated.

Example 7

(Combined Minimum Monthly Benefit Calculation Full Contribution Level)

Pete is age 58 and has 26 Years of Benefit Service. He elects to Retire effective March 1, 2013. Pete has satisfied the Two-Year and 45-Day Rules and has not previously withdrawn any part of his RIP account balance, so he is eligible for the Combined Minimum Monthly Benefit.

The sum of Pete’s Future Service monthly benefit and Past Service monthly benefit is \$400.00. The Plan Administrator determines that he is at the Full

Contribution Level, and that the value of his RIP account balance, based on the most recently completed valuation available at the time his application for Retirement benefits is issued, is \$160,000.00.

Pete's Combined Minimum Monthly Benefit payable from the Plan is equal to \$1,801.00 as follows:

- \$3,100.00, minus
- \$1,299.00 (the monthly Single Life Annuity with 36 Months Certain Benefit that could be purchased by Pete's \$160,000.00 RIP account balance, calculated using the UP 1984 Mortality Table and an interest rate of 7%).

Pete has two choices; he may either:

- Roll over his \$160,000.00 RIP account balance into this Plan and receive a \$3,100.00 Single Life Annuity with 36 Months Certain Benefit from this Plan, or
- Keep his RIP account balance and receive a \$1,801.00 Single Life Annuity with 36 Months Certain Benefit from this Plan.

NOTE: If Pete is married when his benefits commence, the normal form of payment would be a reduced actuarially equivalent Qualified Joint and 50% Survivor Annuity, unless both he and his spouse elect to waive this form of payment.

Example 8

(Combined Minimum Monthly Benefit Calculation Less Than Full Contribution Level)

Kathy is age 57 and has 30 Years of Benefit Service. She elects to Retire effective May 1, 2013. Kathy has satisfied the Two-Year and 45-Day Rules and has not previously withdrawn any part of her RIP account balance, so she is eligible for the Combined Minimum Monthly Benefit.

The sum of Kathy's Future Service monthly benefit and Past Service monthly benefit is \$600.00. The Plan Administrator determines that she is not at the Full Contribution Level, and that the value of her RIP account balance, based on the most recently completed valuation available at the time her application for Retirement benefits is issued, is \$85,000.00.

Comparing Kathy's contribution history to the rates set forth later in this SPD, it is determined that she is at 65.3% of the Full Contribution Level. Kathy's Combined Minimum Monthly Benefit payable from the Plan is equal to \$1,347.00 as follows:

- \$2,024.00 (\$3,100.00 x 65.3%), minus
- \$677.00 (the monthly Single Life Annuity with 36 Months Certain Benefit that could be purchased by Kathy's \$85,000.00 RIP account balance, calculated using the UP 1984 Mortality Table and an interest rate of 7%).

Kathy has two choices; she may either:

- Roll over her \$85,000.00 RIP account balance into this Plan and receive a \$2,024.00 Single Life Annuity with 36 Months Certain Benefit from this Plan, or
- Keep her RIP account balance and receive a \$1,347.00 Single Life Annuity with 36 Months Certain Benefit from this Plan.

NOTE: If Kathy is married when her benefits commence, the normal form of payment would be a reduced actuarially equivalent Qualified Joint and 50% Survivor Annuity, unless both she and her spouse elect to waive this form of payment.

Example 9

(Future Service Monthly Benefit Plus Past Service Monthly Benefit Greater Than Combined Minimum Monthly Benefit)

Jeff elects to Retire effective March 1, 2014, at age 57 with 28 Years of Benefit Service. Jeff has satisfied the Two-Year and 45-Day Rules and has not previously withdrawn any part of his RIP account balance, so he is eligible for the Combined Minimum Monthly Benefit.

The sum of Jeff's Future Service monthly benefit and Past Service monthly benefit is \$1,400.00. The Plan Administrator determines that he is at the Full Contribution Level, and that the value of his RIP account balance, based on the most recently completed valuation available at the time his application for Retirement benefits is issued, is \$330,000.

Jeff's Combined Minimum Monthly Benefit payable from the Plan is equal to \$469.00 as follows:

- \$3,100.00, minus
- \$2,631.00 (the monthly Single Life Annuity with 36 Months Certain Benefit that could be purchased by Jeff's \$330,000.00 RIP account balance, calculated using the UP 1984 Mortality Table and an interest rate of 7%).

However, because the sum of Jeff's Future and Past Service monthly benefit of \$1,400.00 exceeds the Combined Minimum Monthly Benefit of \$469.00, his monthly benefit is \$1,400.00.

Nonetheless, since Jeff meets the requirements for the Combined Minimum Monthly Benefit, he has two choices; he may either:

- Roll over his \$330,000.00 RIP account balance into this Plan and receive a \$4,031.00 Single Life Annuity with 36 Months Certain Benefit from this Plan, or
- Keep his RIP account balance and receive a \$1,400.00 Single Life Annuity with 36 Months Certain Benefit from this Plan.

NOTE: If Jeff is married when his benefits commence, the normal form of payment would be a reduced actuarially equivalent Qualified Joint and 50% Survivor Annuity, unless both he and his spouse elect to waive this form of payment.

Example 10

(Combined Minimum Monthly Benefit Calculation With QDRO That Has Reduced the Participant's RIP account balance)

Tom is age 58 and has 26 Years of Benefit Service. He elects to Retire effective March 1, 2013. Tom has satisfied the Two-Year and 45-Day Rules.

Tom has not previously withdrawn any part of his RIP account balance. However, his former spouse was previously awarded a portion of his RIP account balance pursuant to a QDRO, and withdrew her portion of the RIP account balance several years ago. Even though part of Tom's RIP account balance was previously withdrawn, he remains eligible for the Combined Minimum Monthly Benefit because the withdrawal was pursuant to a QDRO. However, the amount of Tom's benefit will be reduced by the value of the benefit received by his former spouse as outlined below.

The sum of Tom's Future Service monthly benefit and Past Service monthly benefit is \$400.00. The Plan Administrator determines that he is at the Full Contribution Level, and that the value of his RIP account balance, based on the most recently completed valuation available at the time his application for Retirement benefits is issued, is \$85,000.00.

In order to calculate the Combined Minimum Monthly Benefit payable from this Plan, the Plan Administrator must first determine what the value of Tom's RIP account balance would have been if not for the QDRO. This amount is calculated to be \$160,000.00.

Tom's Combined Minimum Monthly Benefit payable from the Plan is equal to \$1,801.00 as follows:

- \$3,100.00, minus
- \$1,299.00 (the monthly Single Life Annuity with 36 Months Certain Benefit that could be purchased by Tom's \$160,000.00 RIP account balance, without regard to the QDRO, calculated using the UP 1984 Mortality Table and an interest rate of 7%).

Tom has two choices; he may either:

- Roll over his \$85,000.00 RIP account balance into this Plan and receive a \$2,401.00 Single Life Annuity with 36 Months Certain Benefit from this Plan (equal to his \$1,801.00 Combined Minimum Monthly Benefit plus the monthly Single Life Annuity with 36 Months Certain Benefit that could be purchased by his \$85,000.00 RIP account balance, calculated using the UP 1984 Mortality Table and an interest rate of 7%), or

- Keep his RIP account balance and receive a \$1,801.00 Single Life Annuity with 36 Months Certain Benefit from this Plan.

NOTE: Except for the QDRO, Tom and Pete from **Example 7** have the exact same facts. As a result, the amount of their Combined Minimum Monthly Benefit payable from the Plan is exactly the same – \$1,801.00.

In most cases, if Tom is remarried when his benefits commence, the normal form of payment would be a reduced actuarially equivalent Qualified Joint and 50% Survivor Annuity, unless he and his current spouse elect to waive this form of payment.

Am I eligible for the Combined Minimum Monthly Benefit if I was laid off or became disabled before November 1, 2002?

If you were laid off from Covered Employment on or after January 1, 2002, you are eligible for the Combined Minimum Monthly Benefit if you met the age and service criteria for the Combined Minimum Monthly Benefit (age 57 with 25 Years of Benefit Service) on the date you were laid off, provided you were credited with at least 1,000 Hours of Service in Covered Employment in 2001 under the RIP 1987 or the RIP 2000, and your Employer was obligated to contribute to the Plan on your behalf for at least two of the four months immediately preceding the date you were laid off, or if your Employer is an hourly contributor, your Employer was obligated to contribute to the Plan on your behalf for at least 200 total hours in at least three of the four months immediately preceding the date you were laid off.

Former employees of Consolidated Freightways who were laid off on or after September 3, 2002 and who would have satisfied the requirements for a Combined Minimum Monthly Benefit except for the layoff, are eligible for the Combined Minimum Monthly Benefit if they were age 57 and completed 25 Years of Benefit Service on or before November 1, 2002.

If you ceased working in Covered Employment or you were entitled to Employer contributions for a month beginning on or after January 1, 2001, you are eligible for the Combined Minimum Monthly Benefit if you reached age 56 and were credited with at least 25 Years of Benefit Service at the later of (i) the date on which you became disabled or (ii) the last month for which your Employer was required to contribute to the Plan on your behalf. However, if you are determined to be permanently and totally disabled by the Social Security Administration, the Plan will grant you an additional Year of Benefit Service and one additional year of age toward meeting these age and service requirements.

When am I eligible for a Rule of 82-85 Benefit?

You are eligible for a Rule of 82-85 Benefit if you are vested when you leave Covered Employment and the sum of your age (as of your last birthday) and the number of your Years of Benefit Service total 82, 83, 84 or 85, provided you satisfy the following additional requirements:

- you completed at least 26 Years of Benefit Service,
- you left Covered Employment no earlier than June 1, 2006,
- you satisfy the following “Two-Year” Rule: your Employer must have been obligated to contribute to the Plan on your behalf for at least 1,000 Hours of Service in any two

consecutive 12-month periods that end after May 31, 2006 and immediately preceding the date you first become eligible for the Rule of 82-85 Benefit.

- you satisfy the following “45-Day” Rule: if your Employer is a monthly contributor, it must have been obligated to contribute to the Plan on your behalf for at least two of the four months immediately preceding the date you first become eligible for the Rule of 82-85 Benefit, and if your Employer is an hourly contributor, it must have been obligated to contribute to the Plan on your behalf for at least 200 total hours in at least three of the four months immediately preceding the date you first become eligible for the Rule of 82-85 Benefit.
- you have not made a prior withdrawal from your RIP account balance (except pursuant to a QDRO or because you receive a minimum distribution due to your attainment of age 70½),
- you are not receiving payments from the Plan, other than a Disability Retirement Benefit or a minimum distribution due to your attainment of age 70½, and
- you elect a trustee-to-trustee transfer of your RIP account balance to this Plan at your Retirement.

Special Eligibility Rules:

- If you ceased working in Covered Employment or you were entitled to Employer contributions for a month beginning on or after January 1, 2005 because you are disabled, and you reach a combined age and Years of Benefit Service equal to 81 (with at least 26 Years of Benefit Service) at the later of (i) the date on which you became disabled or (ii) the last month for which your Employer was required to contribute to the Plan on your behalf, then you will be eligible for the Rule of 82-85 Benefit on or after June 1, 2006.
- If you ceased working in Covered Employment or you were entitled to Employer contributions for a month beginning on or after January 1, 2005 because you were determined to be totally and permanently disabled by the Social Security Administration, you will be granted one year of age and one additional Year of Benefit Service, if necessary to meet the requirements for the Rule of 82-85 Benefit.

What will my Rule of 82-85 Benefit be?

The amount of your Rule of 82-85 Benefit is determined by the sum of your age and Years of Benefit Service at your annuity starting date, as follows:

<u>Combination Age/Years</u>	<u>Minimum Monthly Amount Payable as Single Life Annuity with 36 months</u>
82 but less than 83	\$2,250
83 but less than 84	\$2,350
84 but less than 85	\$2,450
At least 85	\$2,550

NOTE: If you are not at Full Contribution Level, the monthly amounts listed above will be prorated based on the ratio that your historical contribution rates bear to the Full Contribution Level. In addition, if you have more than 25 Years of Benefit Service, only the 25 Years of Benefit Service that provide the largest benefit will be used to calculate the proration.

Example 11
(Rule of 82-85 Benefit Calculation)

Tina is 55 and has 29 Years of Benefit Service. She elects to Retire effective May 1, 2013. Tina has satisfied the Two-Year and 45-Day Rules and has not previously withdrawn any part of her RIP account balance, so she is eligible for the Rule of 82-85 Benefit (in her case she meets the Rule of 84).

At her Retirement Date, the sum of Tina's Future Service Benefit and Past Service Benefit equals \$900.00, payable in the form of a Single Life Annuity with 36 Months Certain. The Plan Administrator determines that she is not at the Full Contribution Level, and that the value of her RIP account balance, based on the most recently completed valuation at the time her application for Retirement benefits is issued, is \$104,000.00. Using the UP 1984 Mortality Table and an interest rate of 7% as the conversion factors, the Single Life Annuity with 36 Months Certain Benefit that her RIP account balance would purchase is approximately \$800.00 per month.

Comparing Tina's contribution history to the rates set forth later in this SPD, it is determined that she is at 80% of the Full Contribution Level. Tina's Rule of 82-85 Benefit payable from the Plan is \$1,960.00 (\$2,450.00 x 80%). If Tina's monthly Retirement Benefit from this Plan (\$900.00) combined with the monthly equivalent of her RIP account balance (\$800.00) had exceeded the minimum amount of her Rule of 82-85 Benefit (\$1,960.00), she would have been eligible for the higher figure. In either case, Tina would have to agree to the transfer of her RIP account balance to this Plan in order to receive the Rule of 82-85 Benefit from this Plan.

NOTE: If Tina is married when her benefits commence, the normal form of payment would be a reduced actuarially equivalent Qualified Joint and 50% Survivor Annuity, unless both she and her spouse elect to waive this form of payment.

What benefit will I receive if I Retire after my Normal Retirement Date?

If you Retire after your Normal Retirement Date, your benefit will be calculated in the same way as a Normal Retirement Benefit, but it will take into account any additional Contributing Employer contributions made on your behalf. Your Deferred Retirement Date is the first day of the month following your actual Retirement.

However, you must begin receiving the minimum required amount from the Plan if you continue working beyond age 70½, in which case your Retirement benefit will begin to be paid to you no later than the April 1 of the calendar year following the calendar year in which you reach age 70½. The Pension Fund Office will notify you if you are required to receive a minimum distribution.

What is the Thirteenth Check and when is it paid?

In any Plan Year in which the Plan's actuary certifies that the unfunded vested liability of the Plan does not exceed \$85 million (as calculated for the purposes of the Multiemployer Pension Plan Amendments Act of 1980), any retiree or surviving Spouse who is entitled to receive 12 monthly payments for that Plan Year will receive a thirteenth check. The amount of the thirteenth check will not include any portion of your monthly payment that is attributable to your transferred RIP account, if any.

Repayments

If you or your beneficiary receives a payment from the Plan in an amount in excess of the amount due, you will be required to return the amount of the overpayment to the Fund as soon as possible after you have been notified to make such repayment. The Plan is legally required to charge you interest on the amount of the overpayment. In the event that you or your beneficiary fail to make such repayment, and the Trustees decide to take legal action to recoup the erroneous payment, with appropriate interest, you or your beneficiary also may incur the costs of collection, including reasonable attorneys' fees. The Trustees reserve the right to recoup the erroneous payment together with interest by taking any corrective action permitted by law, including, but not limited to, offsetting the amount due to the Plan from future benefits payable to you or to your beneficiary.

Reciprocal Service

What is Reciprocal Service?

Reciprocal Service is service with one or more other pension plans affiliated with a Teamster union(s) that is recognized under this Plan, through a reciprocal agreement, for either satisfying your eligibility for a benefit or vesting. If you have service with one or more other Teamster pension plans, please notify the Pension Fund Office six (6) months in advance of the time you want to Retire so that they can determine whether or not the service qualifies as Reciprocal Service.

A reciprocal agreement is an agreement between two or more multiemployer plans, under which service with any signatory to the agreement is recognized for purposes such as:

- vesting service,
- fulfilling minimum service requirements for benefit entitlement (eligibility service), or
- accumulating benefit credits.

The goal of reciprocal agreements is to ensure that members maximize their ability to vest in their retirement benefits no matter how many different plans they might participate in during their careers. Under a reciprocal agreement, each participating plan separately calculates and pays the benefit owed to the participant under the terms of its plan.

What Reciprocal Service is recognized under the Plan?

Reciprocal Service is recognized for vesting and satisfying your eligibility for a benefit. Depending on the terms of any reciprocal agreement that applies to your service under one or more other Teamster pension plans, your Reciprocal Service may also count toward the amount of the benefit you accrue under this Plan. If you have service with

another Teamster pension plan, please notify the Pension Fund Office so that they can determine whether or not it qualifies as Reciprocal Service.

How can Reciprocal Service affect my Plan benefit?

Vesting Service – For Participants who Retire today, pension plans require five (5) years of service in the Plan before a Participant attains a vested interest – or non-forfeitable right – to a benefit. Reciprocal Service minimizes the possibility that members will fail to achieve a vested interest in receiving a benefit from any and all Teamster pension plans into which they may have had contributions made during their working career.

For example, consider a member who has worked a total of 14 years within the jurisdiction of three different Teamster plans, accruing ten years in the first plan, one year in the second and three years in this Plan. While his ten years in the first plan would fully vest him in his accrued benefit there, in the absence of a reciprocity agreement, he would not have achieved vesting in either the second plan or this Plan. However, if all three of the plans have reciprocal agreements, they would each recognize the combined service in all three plans – 14 years – for vesting purposes, and he could receive a benefit from all three plans.

Benefit Service – In addition to meeting any minimum age requirements, you need 15 Years of Benefit Service to qualify for the Plan’s Special Early Retirement Benefit, 25 Years of Benefit Service to qualify for the Plan’s Combined Minimum Monthly Benefit and 30 Years of Benefit Service to qualify for the Plan’s Service Pension.

If you have service with one or more other Teamster pension plans that is recognized under a reciprocal agreement with this Plan, your benefit service with those plans will count toward the minimum Benefit Service requirement for the Plan’s Special Early Retirement Benefit and Service Pension Benefit.

Please note that all of the situations described in the following **Examples 12** through **16** pertain to the benefit provided under this Plan. In each of these **Examples**, the Participant may also be entitled to a separate payment from the reciprocal plan(s) for the benefit he or she earned under the terms of such reciprocal plan(s).

Example 12

(Special Early Retirement Eligibility with Reciprocal Service)

Arlene leaves Covered Employment at age 57 after completing 10 Years of Benefit Service in this Plan, plus 7 years of benefit service with another Teamster pension plan with which this Plan has a reciprocal agreement.

Arlene is eligible for a Special Early Retirement Benefit from the Plan because her Benefit Service recognized for benefit eligibility purposes is 17 years.

Example 13

(Special Early Retirement Eligibility with Reciprocity Service)

Dave leaves Covered Employment at age 50 after completing 9 Years of Benefit Service in this Plan.

He then goes to work under the jurisdiction of another Teamster pension plan with which this Plan has a reciprocal agreement, completes an additional 8 years of benefit service under that plan and elects to Retire at age 58.

Even though Dave does not Retire from this Plan on or after age 57, he is still eligible for a Special Early Retirement Benefit from the Plan because he left covered employment from another Teamster pension plan with which this Plan has a reciprocal agreement after attaining age 57.

Example 14

(Service Pension Eligibility with Reciprocal Service)

Mark leaves Covered Employment at age 39 after completing 15 Years of Benefit Service in this Plan.

He then goes to work under the jurisdiction of another Teamster pension plan with which this Plan has a reciprocal agreement, completes an additional 15 years of benefit service under that plan and elects to Retire at age 54.

Mark is eligible for a Service Pension Benefit from the Plan because his Benefit Service recognized for benefit eligibility purposes is 30 years.

If you have service with one or more other Teamster pension plans that is recognized under a reciprocal agreement with this Plan, your benefit service with those plans will count toward the 25-Year Benefit Service requirement for the Plan's Combined Minimum Monthly Benefit and the Service requirement under the Rule of 82-85 Benefit only if you meet the following additional requirements:

- You must have at least 15 Years of Benefit Service in this Plan,
- You must satisfy both the Two-Year and 45-Day Rules described above, and
- You must be working in Covered Employment under this Plan immediately prior to the time you Retire.

Combined Minimum Monthly Benefit:

If you meet these requirements, your Combined Minimum Monthly Benefit will be equal to $(a) \times (b) \div (c)$, less the monthly Single Life Annuity with 36 Months Certain Benefit that was converted using your RIP account balance, where:

- (a) = \$3,100.00, prorated for contributions that are at less than the Full Contribution Level,
- (b) = Your Years of Benefit Service counted under this Plan, and
- (c) = The sum of your Years of Benefit Service counted under this Plan, plus your years of benefit service in the other Teamster pension plans that are recognized under a reciprocal agreement with this Plan.

Example 15

(Combined Minimum Monthly Benefit with Reciprocity Service)

Ron leaves Covered Employment at age 60 after completing 15 Years of Benefit Service in the Plan. He previously completed ten years of benefit service with another Teamster pension plan with which this Plan has a reciprocal agreement.

Ron has satisfied the Two-Year and 45-Day Rules and has not previously withdrawn any part of his RIP account balance, so he is eligible for the Combined Minimum Monthly Benefit because his Benefit Service recognized for eligibility purposes is 25 years.

Based on his 15 Years of Benefit Service under the Plan, the Pension Fund Office determines that Ron is at the Full Contribution Level. Ron's Combined Minimum Monthly Benefit is equal to \$1,860.00 (less the monthly Single Life Annuity with 36 Months Certain Benefit that could be purchased by his RIP account balance), which is the product of (a) x (b) ÷ (c), where:

(a) = \$3,100.00

(b) = 15 (his Years of Benefit Service counted under the Plan), and

(c) = 25 (the sum of his Years of Benefit Service counted under the Plan, plus his years of benefit service in the other Teamster pension plan with which this Plan has a reciprocal agreement).

Example 16

(Combined Minimum Monthly Benefit with Reciprocal Service)

Bruce leaves Covered Employment at age 60 after completing 20 Years of Benefit Service in the Plan, plus 11 years of benefit service with another Teamster pension plan with which this Plan has a reciprocal agreement.

Bruce has satisfied the Two-Year and 45-Day Rules and has not previously withdrawn any part of his RIP account balance, so he is eligible for the Combined Minimum Monthly Benefit because his Benefit Service recognized for eligibility purposes is 31 years.

Based on his 20 Years of Benefit Service under the Plan, the Pension Fund Office determines that Bruce is at 80.0% of the Full Contribution Level. Bruce's Combined Minimum Monthly Benefit is equal to \$1,600.00 (less the monthly Single Life Annuity with 36 Months Certain Benefit that could be purchased by his RIP account balance), which is the product of (d) x (e) ÷ (f), where:

(d) = \$2,480.00 (\$3,100.00 x 80.0%),

(e) = 20 (his Years of Benefit Service counted under the Plan), and

(f) = 31 (the sum of his Years of Benefit Service counted under the Plan, plus his years of benefit service in the other Teamster pension plan with which this Plan has a reciprocal agreement).

Rule of 82-85 Benefit:

If you become eligible for the Rule of 82-85 Benefit by meeting the requirements listed above when counting benefit service in another Teamster pension plan, you will be entitled to the Rule of 82-85 Benefit that you would have received if all of your Years of Benefit Service were earned under this Plan multiplied by a fraction in which the numerator is your Years of Service under this Plan and the denominator is the sum of your Years of Service under this Plan and your years of service in the other Teamster pension plan.

Disability Benefits

What happens if I become disabled?

If you Retire due to a total disability and you became totally disabled while working in Covered Employment, you will be eligible to receive a Disability Retirement Benefit, provided, at the time you apply for a Disability Retirement Benefit, you:

- have at least 15 Years of Vesting Service,
- are awarded disability benefits by the Social Security Administration, provided the date the Social Security Administration treats as the onset of your disability is no more than 18 months from the date on which you were last credited with an Hour of Service under the Plan, and
- are not eligible for, or entitled to, or have received a Workers' Compensation lump sum commutation or periodic Workers' Compensation benefits.

You will be determined to be "totally disabled" by the Board of Trustees only if you submit to the Board of Trustees proof that you are entitled to Social Security Disability Benefits. You must provide the Pension Fund Office with a copy of your Social Security Notice of Award in its entirety, or your claim for a Disability Retirement Benefit will be denied. In order to continue to receive Disability Retirement Benefits, the Board of Trustees may require you to submit proof of your continued entitlement to Social Security Disability Benefits.

Your Disability Retirement Benefit will be equal to the sum of your Future Service monthly benefit and your Past Service monthly benefit (if any), without any reduction for early commencement.

As mentioned above, you are eligible for the Combined Minimum Monthly Benefit if you meet the age and service criteria for the Combined Minimum Monthly Benefit (age 57 with 25 Years of Benefit Service) at the onset of your disability. However, if you are determined to be permanently and totally disabled by the Social Security Administration, the Plan will grant you an additional Year of Benefit Service and one additional year of age toward meeting these age and service requirements.

Payment of your Disability Retirement Benefit will begin as soon as administratively practicable following your filing of an application for this benefit and the Board of Trustees' determination that you have met the requirements for such benefit, but in no event will

your Disability Retirement Benefit become payable prior to the date as of which you become entitled to receive Social Security Disability Benefits.

If you are determined to be eligible for a Disability Retirement Benefit with respect to which your disability “entitlement” date as determined by the Social Security Administration is on or after January 1, 2014, your Disability Retirement Benefit will be paid in the form of a Single Life Annuity which will provide you with level monthly payments during your lifetime only. If you are married and you die while receiving a Disability Retirement Benefit, your spouse will be eligible to receive the Pre-Retirement Survivor Annuity. If you die while receiving a Disability Retirement Benefit, the Plan’s lump sum death benefit may be payable to your Beneficiary if you met the requirements for this benefit at the time of your death. (See the section of this SPD, “Death Benefits” for more information regarding these death benefits.)

The Disability Retirement Benefit is payable until the earlier of (i) your death, (ii) the date on which you engage in other employment (except for employment determined by the Trustees to be for the primary purpose of rehabilitation), (iii) the date of your recovery (as determined by your failure to continue to qualify for Social Security Disability Benefits), (iv) the date on which you refuse to comply with a request from the Board of Trustees to provide proof of your continued eligibility for Social Security Disability Benefits or (v) your Normal Retirement Date.

If you continuously receive the Disability Retirement Benefit until your Normal Retirement Date, payment of your Disability Retirement Benefit will end at your Normal Retirement Date, and you will be eligible to receive your Normal Retirement Benefit based upon your accrued benefit and the provisions of the Plan in effect, on the date your disability commenced. You must make an election as to the form of payment for your Normal Retirement Benefit. Payment of your Normal Retirement Benefit will not begin until you complete the Plan’s benefit election process as described in the section of this SPD, “Applying for and Payment of Benefits”.

NOTE: If you are determined to be eligible for a Disability Retirement Benefit with respect to which your disability “entitlement” date as determined by the Social Security Administration is prior to January 1, 2014, the following provisions apply to the payment of your Disability Retirement Benefit:

Your Disability Retirement Benefit will be paid in any of the forms available under the Plan, subject to written spousal consent, if applicable (See the section of this SPD, “Form of Payment”).

The Disability Retirement Benefit is payable until the earlier of (i) your death, (ii) the date on which you engage in other employment (except for employment determined by the Trustees to be for the primary purpose of rehabilitation), (iii) the date of your recovery (as determined by your failure to continue to qualify for Social Security Disability Benefits), (iv) the date on which you refuse to comply with a request from the Board of Trustees to provide proof of your continued eligibility for Social Security Disability Benefits or (v) your Normal Retirement Date.

If you continuously receive the Disability Retirement Benefit until your Normal Retirement Date, you will be deemed to have Retired upon your Normal Retirement Date, and you will

be eligible to receive your Normal Retirement Benefit based upon your accrued benefit and the provisions of the Plan in effect, on the date your disability commenced.

Form of Payment

How will my benefit be paid to me?

There are two normal forms of benefit payments. If you are unmarried when your payments commence, your benefit automatically will be paid in the form of a Single Life Annuity with 36 Months Certain.

If you are married when your payments commence, your benefit will be paid in the form of a Qualified Joint and 50% Survivor Annuity, unless you elect to have your benefit paid in a Single Life Annuity with 36 Months Certain, subject to written spousal consent. You may also elect to have your benefit paid in the form of a Qualified Joint and 75% or 100% (as you select) Survivor Annuity, without the consent of your spouse. Amounts paid in the form of a Qualified Joint and 50% Survivor Annuity, a Qualified Joint and 75% Survivor Annuity or a Qualified Joint and 100% Survivor Annuity are actuarially equivalent to the amounts you would have been paid under the form of a Single Life Annuity with 36 Months Certain based upon the joint life expectancies of you and your spouse. Please note that, if your spouse dies before your benefit payments begin, your payments will be made in the form of a Single Life Annuity with 36 Months Certain.

In addition to the benefits paid from the Plan, you may also receive your RIP account balance in the form of distribution you elect to receive it, or, if you are eligible for the Combined Minimum Monthly Benefit or the Rule of 82-85 Benefit, you may “roll over” your RIP account balance to this Plan and receive a monthly Single Life Annuity with 36 Months Certain Benefit or, if you are married, an actuarially equivalent Qualified Joint and 50% Survivor Annuity equal to your converted RIP account balance, based on the most recently completed valuation available at the time your application for Retirement benefits is issued to you (calculated using the UP 1984 Mortality Table and an interest rate of 7%).

NOTE: If you are eligible for the Combined Minimum Monthly Benefit, the rollover of your RIP account balance to this Plan is optional, but if you are eligible for the Rule of 82-85 Benefit, the rollover of your RIP account balance to this Plan is mandatory.

What is a Single Life Annuity with 36 Months Certain?

Under this form of payment, 100% of your accrued benefit will be paid to you in equal monthly payments for your lifetime, and if you die before 36 monthly payments are made, your beneficiary will receive the remaining payments in an amount equal to the monthly amount you received. Alternatively, your beneficiary may elect to receive the present value of your remaining payments in the form of a lump sum payment.

If your beneficiary dies before the remainder of the payments are paid, and you did not designate another beneficiary, the remaining payments will be made to your spouse, or if none, to your children, or if none, to your estate.

What is a Qualified Joint and 50% Survivor Annuity?

A Qualified Joint and 50% Survivor Annuity is a form of benefit payment which pays a reduced monthly benefit during your lifetime with 50% of the reduced amount payable after your death to your surviving spouse for your spouse's lifetime.

What is a Qualified Joint and 75% Survivor Annuity?

A Qualified Joint and 75% Survivor Annuity is a form of benefit payment which pays a reduced monthly benefit during your lifetime with 75% of the reduced amount payable after your death to your surviving spouse for your spouse's lifetime.

What is a Qualified Joint and 100% Survivor Annuity?

A Qualified Joint and 100% Survivor Annuity is a form of benefit payment which pays a reduced monthly benefit during your lifetime with 100% of the reduced amount payable after your death to your surviving spouse for your spouse's lifetime.

Are there any special payment options for the Past Service portion of my Retirement benefit?

Yes, Participants who meet certain conditions may elect to receive an Additional Alternative Benefit. This option is available to Participants who:

- elect to receive a Single Life Annuity with 36 Months Certain or a Qualified Joint and 50%, 75% or 100% Survivor Annuity;
- have an account balance in the RIP; and
- are not ineligible because they have elected to receive a Partial Pension, they do not have a balance in the RIP, or they work for an Employer that has only participated in the RIP.

Beneficiaries of Qualified Pre-Retirement Survivor Annuities (whether payable to widows of Participants who died before reaching Normal Retirement Age) and of Single Life Annuity with 36 Months Certain Benefits are ineligible to elect the Additional Alternative Benefit.

The Additional Alternative Benefit increases the amount of the Past Service portion of the monthly benefit you otherwise would receive under this Plan, and is computed by determining the additional benefit that you would have accrued under this Plan through February 28, 2002 (and not beyond such date) if you had remained an active Participant in this Plan and continued to accumulate Vesting and Benefit Service through February 28, 2002 at the same rate and under the same conditions that existed as of the effective date of your participation in the RIP.

In order to elect this benefit, you must elect to have a trustee-to-trustee transfer made on your 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 your behalf through February 28, 2002 that does not exceed your Base Level of contribution, plus earnings allocable thereto. For this purpose, the Base Level means the highest contribution rate for the Benefit Level in which you participated immediately prior to the effective date of your participation in the RIP.

Who can I designate as my beneficiary, and what happens if my beneficiary dies?

Generally, your beneficiary is any person or persons you designate in writing (on a form provided by the Pension Fund Office) to receive benefits in the event of your death. If you are married when your benefits become payable, your spouse is your automatic beneficiary, except for the lump sum death benefit described in the section of the SPD, “What happens if I die before I Retire?”

If you fail to make a beneficiary designation, or if all of your beneficiaries named in your designation die before you, any benefits that become payable due to your death, except for those mentioned in the following paragraph, will be paid to the following classes of recipients, all members of each class will share equally, and each class will take to the exclusion of all subsequent classes:

- your surviving spouse,
- your estate, if one has been raised,
- your surviving children (including stepchildren and adopted children), per stirpes,
- your surviving grandchildren,
- your surviving parents,
- your surviving brothers and sisters,
- your heirs under the intestacy laws of the Commonwealth of Pennsylvania.

If the lump sum death benefit is payable at your death, or if there is a final pension check to which you were entitled before your death and there are no survivors in the classes described above (disregarding any heirs under the intestacy law) the Trustees may, in their sole discretion, pay such amounts to any persons who can provide acceptable documentation that such persons paid expenses relating to your funeral, your last illness or the final year of your life.

Once my benefit payments start, can I change the form of payment?

No, except for certain small benefits, the form of benefit you receive may not be changed (for example, due to a divorce or the death of your spouse) after your first pension check has been made (your “annuity starting date”). If you or your beneficiary are receiving monthly payments which do not exceed \$30.00 per month, you (if married, with your spouse’s consent) or your beneficiary may contact the Pension Fund Office for an election form to change your benefit from an annuity form to an actuarially equivalent lump sum. Once the lump sum payment is made, you or your beneficiary will not be entitled to any future payments from the Plan.

Death Benefits

What happens if I die after I Retire?

If you die after your Retirement benefit payments have begun, any benefit payable on account of your death will be determined by the form of benefit you elected before your death.

What happens if I die before I Retire?

In addition to any benefits payable to your spouse from RIP, the Plan provides a Pre-Retirement Survivor Annuity to your spouse in the event you are fully vested when you die

before Retirement either as a vested active Participant or a vested former Participant. Your spouse will be entitled to receive a monthly benefit payable for his or her life.

Your surviving spouse will receive a benefit commencing on the first day of the month after you would have reached your earliest Retirement age. However, your spouse can elect to defer the payment of this benefit to a later date but no later than the date on which you would have reached age 70½. The amount of this monthly benefit is equal to the amount your spouse would have been entitled to receive under the Qualified Joint and 50% Survivor Annuity, computed as if you had:

- terminated employment on the earlier of the date you were last employed in Covered Employment or the day of your death (if you die during active military service under USERRA, you will be deemed to have died while in Covered Employment and then terminated your employment on account of your death),
- survived to your earliest Retirement age with a Qualified Joint and 50% Survivor Annuity, and
- died on the day after you reached your earliest Retirement age.

For purposes of calculating the amount of the Pre-Retirement Survivor Annuity, vested active Participants who have completed between 15 to 29 Years of Benefit Service at the time of their death will be considered to have been eligible for the Special Early Retirement Benefit (beginning at age 57) regardless of the Participant’s age at death.

In addition, vested active Participants who have completed 30 or more Years of Benefit Service at the time of their death will be considered to have been eligible for the Service Pension (beginning at age 50 or later) regardless of the Participant’s age at death.

The following table summarizes the timing and amount of the Plan’s surviving spouse benefit:

Years of Service At Death	Age At Death	Earliest Age That Survivor Benefits May Commence*	Monthly Benefit Used to Determine The Amount Of The 50% Survivor Benefit***
Less than 15* years of Benefit Service	Any Age	The first day of the month following the date that the deceased Participant would have turned age <u>57</u> ** (or immediately, if later)	The deceased Participant’s Future Service benefit, reduced 6% per year for commencement before the date the deceased Participant would have turned age 65, plus the deceased Participant’s pre-1987 Past Service benefit, if any
15-29 years of Benefit Service	Any Age	The first day of the month following the date that the deceased Participant would have turned age <u>57</u> ** (or immediately, if later)	The deceased Participant’s Future Service benefit, reduced 3% per year for commencement before the date the deceased Participant would have turned age 65, plus the deceased Participant’s pre-1987 Past Service benefit, if any

Years of Service At Death	Age At Death	Earliest Age That Survivor Benefits May Commence*	Monthly Benefit Used to Determine The Amount Of The 50% Survivor Benefit***
30 or more years of Benefit Service	Any age	The first day of the month following the date that the deceased Participant would have turned age 50 (or immediately, if later)	The deceased Participant's Future Service benefit plus his/her pre-1987 Past Service benefit, if any, the sum reduced 6% per year for commencement before the date the deceased Participant would have turned age 57
25 or more years of Benefit Service	Age 57 or older	Immediately	\$3,100.00 (prorated for Employer contributions that are less than the Full Contribution Level), minus the annuity value of the deceased Participant's RIP account balance

* You must complete five (5) years of Vesting Service before your spouse can become eligible for the Plan's pre-retirement survivor benefit.

** The surviving spouse benefit associated with the Past Service benefit earned before 1987 may start as early as the date the deceased Participant would have turned age 55, but it will be reduced if the surviving spouse commences the benefit before the date the deceased Participant would have turned age 57.

*** The monthly surviving spouse benefit is equal to the amount the spouse would have been entitled to receive under the Qualified Joint and 50% Survivor Annuity, computed as if the Participant had:

- terminated employment on the earlier of the date he/she was last employed in Covered Employment or the day of his/her death,
- survived to his or her earliest Retirement age with a Qualified Joint and 50% Survivor Annuity, and
- died on the day after he or she reached his or her earliest Retirement age.

In addition to the surviving spouse death benefits described above, if you are vested and die before you begin to receive benefits or if you die prior to becoming vested but you did not have a Break in Service of 5 years or more at the time of your death (if you die during active military service under USERRA, you will be deemed to have died while in Covered Employment and then terminated your employment on account of your death), the Plan will pay a lump sum benefit based on the number of Years of Vesting Service you completed prior to the expiration date of the applicable collective bargaining agreement in 1987, 1988 or 1989.

The amount of this death benefit for Participants under Benefit Levels A and B is the amount determined under the following table:

<u>Years of Participation</u>	<u>Amount</u>
Less than one year	None
At least 1 year but less than 2 years	\$ 60.00
At least 2 years but less than 3 years	\$ 120.00
At least 3 years but less than 4 years	\$ 180.00
At least 4 years but less than 5 years	\$ 290.00
At least 5 years but less than 6 years	\$ 300.00
At least 6 years but less than 7 years	\$ 380.00

At least 7 years but less than 8 years	\$ 460.00
At least 8 years but less than 9 years	\$ 540.00
At least 9 years but less than 10 years	\$ 620.00
At least 10 years but less than 11 years	\$ 700.00
At least 11 years but less than 12 years	\$ 810.00
At least 12 years but less than 13 years	\$ 920.00
At least 13 years but less than 14 years	\$1,030.00
At least 14 years but less than 15 years	\$1,140.00
At least 15 years but less than 16 years	\$1,250.00
Each additional year thereafter (up to December 31, 1987, 1988 or 1989)	\$150.00 per additional year

The amount of this death benefit for Participants under Benefit Levels C through I is the amount determined under the following table:

<u>Years of Participation</u>	<u>Amount</u>
Less than one year	None
At least 1 year but less than 2 years	\$ 120.00
At least 2 years but less than 3 years	\$ 240.00
At least 3 years but less than 4 years	\$ 360.00
At least 4 years but less than 5 years	\$ 480.00
At least 5 years but less than 6 years	\$ 600.00
At least 6 years but less than 7 years	\$ 760.00
At least 7 years but less than 8 years	\$ 920.00
At least 8 years but less than 9 years	\$1,080.00
At least 9 years but less than 10 years	\$1,240.00
At least 10 years but less than 11 years	\$1,400.00
At least 11 years but less than 12 years	\$1,620.00
At least 12 years but less than 13 years	\$1,840.00
At least 13 years but less than 14 years	\$2,060.00
At least 14 years but less than 15 years	\$2,280.00
At least 15 years but less than 16 years	\$2,500.00
Each additional year thereafter (up to December 31, 1987, 1988 or 1989)	\$300.00 per additional year.

You can designate any individual to be the beneficiary of this death benefit, and if you are married, your spouse does not need to consent to your designation of a non-spouse beneficiary. If you fail to designate a beneficiary, this death benefit will be paid to your estate, or if none, then to the appropriate party for payment of your burial expenses. Contact the Pension Fund Office for information regarding how to designate a beneficiary for this death benefit.

Applying for and Payment of Benefits

When will I begin receiving benefits?

Generally, benefits will begin within 90 days after you file a written application for benefits on a form provided by the Pension Fund Office. If you apply for benefits after you have reached your Normal Retirement Date, and if you have not been working in Suspensible Employment, your benefit may be actuarially increased to take into account late commencement. Under certain circumstances, your benefit instead may be paid retroactive to your Normal Retirement Date in a single sum, together with interest, but only with the consent of your spouse. If you first apply for benefits after your Normal Retirement Date, you should contact the Pension Fund Office for information regarding the special rules that apply.

How do I apply for my benefits?

You may apply for benefits by filing an application at the Pension Fund Office. To make sure your benefit payments are not delayed, you should file an application at least three (3) months before the date you want your benefit payments to begin. However, if your benefit is affected by a reciprocal agreement, you should file your application at least six (6) months before the date you want your benefit payments to begin. The rules of the Plan require that your application be filed in advance, and you are urged to file as soon as you decide on your intended Retirement date. Early filing will help avoid delays in the processing of your application and payment of benefits. Application forms are available at the Pension Fund Office. When applying for your benefit, you may be requested to provide proof that you are entitled to receive benefits.

How do I elect to receive a form of payment?

When you contact the Pension Fund Office to begin the Retirement process, you will be sent a Request for Pension Application Package. You will be required to complete several forms, which include a Request for Pension Application, a new Designation of Beneficiary Form, a Declaration of Retirement Form and a Seniority Form, if applicable. You will also be required to submit legible copies of a birth certificate or baptismal certificate as proof of age for yourself and your spouse, if applicable. Under certain limited circumstances, when a birth certificate or baptismal certificate are not available, the Pension Fund Office may accept an alternate legal document as proof of age. If you are married, you will also need to submit a legible copy of your marriage certificate. Under certain circumstances, you may be requested to provide proof that you are entitled to receive benefits.

Within several weeks of the receipt of your properly completed paperwork, you will be sent an Application for Retirement Benefits. In order to properly complete your paperwork, please be sure to sign your name exactly as it is listed on your birth certificate or your Social Security card if your current legal name differs from the name on your birth certificate. This Application will allow you to choose the form of payment you desire, and the date as of which payments will commence. The Pension Fund Office requests that this Application be completed not more than 60 days prior to the date you elect to Retire. However, effective for distributions made on or after January 1, 2008, the Plan provides you with a maximum of 180 days to make your benefit election beginning from the date you receive your Application for Retirement Benefits from the Pension Fund Office. If, after reviewing the Application, you have questions regarding your benefit options or how to

complete the Application, you should contact the Pension Fund Office and a representative from the Pension Fund Office will be available to answer your questions. You may also contact the Pension Fund Office to schedule an appointment with a representative to assist you in completing your final Application.

During the election period before payment of your Retirement benefit is to begin, you will be given the option of electing not to receive the automatic form of payment. If you are married, your spouse must consent in writing to your election, if any, to receive your benefit in the form of a Single Life Annuity with 36 Months Certain.

What if my claim for benefits is denied?

Your request for Plan benefits (including a request for a decision regarding the amount of and eligibility for a future benefit) will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Pension Fund Office will provide you with a written notification of the Plan's adverse determination. (See the question in this SPD, "What if my claim for disability benefits is denied?" for the specific procedures relating to disability claims.) This written notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your claim by the Pension Fund Office, unless the Pension Fund Office determines that special circumstances require an extension of time for processing your claim. If the Pension Fund Office determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

The written notice of any adverse benefit determination will contain the following information:

- The specific reason(s) that your claim is denied;
- Reference to specific Plan provisions on which the denial is based;
- A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary; and
- A description of the Plan's claim review procedures and the time limits applicable to such procedures, including a statement regarding your right to bring action under Section 502(a) of ERISA following an adverse benefit determination on review.

Review of claim denial

You or your representative have a right to file a written request with the Pension Fund Office for review of a claim denial within 60 days after receiving written notification that your claim was denied (or, if applicable, within 60 days after the date on which such denial is considered to have occurred). The Pension Fund Office may waive the 60-day requirement in appropriate cases.

Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating

to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

Upon request and for no charge, the Pension Fund Office will provide you, your authorized representative, or both, with reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits. The Pension Fund Office will refer your claim for review to the Claims Review Committee (“CRC”) appointed by the Board of Trustees. The CRC will consist of at least one Trustee. The CRC may request the aid of legal counsel and other advisors to the Plan to provide advice and/or attend hearings during its review of your claim for benefits.

You, your authorized representative, or both, may present written statements to the CRC that present facts or arguments in favor of granting your claim. Also, you, your authorized representative, or both, may present your position to the CRC either in person or by telephone conference at the next available meeting of the CRC. The CRC meets once a month. Your claim review will take place during the meeting next following receipt of your review of the claim denial. If there is not enough time for the CRC to prepare to review your claim at its next meeting, the review will be placed on the next month’s schedule. You will be notified of the meeting during which the CRC will address your claim for review.

Upon reviewing all of the facts and applicable Plan provisions, the CRC will make a recommendation to the Trustees concerning the resolution of your claim review.

In making decisions on review, the Trustees will have full and exclusive discretionary authority to determine all questions of coverage and eligibility. The Trustees will have the fullest discretion allowed by law: (i) to construe and interpret all Plan provisions, including ambiguous provisions; (ii) to construe and interpret all documents, provisions, rules and regulations, and procedures of the Plan and Trust Agreement; and (iii) to determine all questions of eligibility for benefits. In addition, the Trustees will have full and exclusive discretionary authority to determine and decide all questions of fact as well as the application of the terms of the Plan and the law to the facts. Any such determination or construction made by the Trustees will be binding upon all of the parties and beneficiaries to the maximum extent permitted by law, and shall not be overturned by a court unless it is arbitrary and capricious.

The Trustees will provide you with written notification of the Plan’s benefit determination on review. The Trustees must reach a final decision at its next regularly scheduled meeting following receipt of your review request, unless such request is received less than 30 days prior to such meeting, in which case the final decision must be rendered no later than at the second regularly scheduled meeting following receipt of your review request. If special circumstances require a further extension of time for processing, a benefit determination will be rendered no later than the third meeting following the receipt of your review request. If such an extension of time is required because of special circumstances, the Trustees will provide you with a written notification of the extension, describing the special circumstances and the date on which the benefit determination will be made, prior to the commencement of the extension. The Trustees will notify you of the benefit determination as soon as possible, but not later than 5 days after the benefit determination is made.

In the case of an adverse benefit determination on review, the written notification will set forth:

- The specific reason or reasons that your claim was denied;
- Reference to the specific Plan provisions on which the denial is based;
- A statement that you will be provided, upon request and free of charge, reasonable access to, and copies of all documents, records and other information relevant to your claim; and
- A statement regarding your right to bring action under Section 502(a) of ERISA.

If you are dissatisfied with the claim decision on review, and you have exhausted the appeals procedures described above or, if earlier, if the Plan substantially fails to comply with the claims procedure rules set forth in DOL Regulation Section 2560.503-1, you may pursue one of two options. First, you and the Trustees may mutually agree to resolve your claims dispute through binding arbitration. If you and the Trustees enter into such agreement, the result of that arbitration will bind you and the Plan to the fullest extent permitted by law. Second, if you and the Trustees do not agree to binding arbitration, then you may pursue your legal remedies under Section 502(a) of ERISA. Both of these options are discussed below.

- Binding Arbitration

If you wish to pursue binding arbitration, you must submit a written request for arbitration to the Trustees. If the Trustees agree to binding arbitration, the dispute will be decided under the Employee Benefit Claim Rules of the American Arbitration Association. In order to do so, you must submit a written request for arbitration to the Trustees following your receipt of the Trustees' written decision. The question presented to the arbitrator will be whether in the case presented, the Trustees (i) committed an error upon an issue of law, (ii) acted arbitrarily or capriciously in the exercise of their discretion, or (iii) made finding of facts which were not supported by the evidence.

The administration fees of the American Arbitration Association and the arbitrator's fees will be paid equally by the appealing party and the Plan, unless the arbitrator, in his award, assesses such fees against either party.

If you and the Trustees agree to binding arbitration, the decision of the arbitrator will be final and binding upon you and the Plan to the fullest extent permitted by law.

- Legal Remedies Under Section 502(a) of ERISA

If you do not wish to pursue binding arbitration, or if the Trustees do not agree to binding arbitration, then, once you have exhausted the appeals procedures described above or, if earlier, if the Plan substantially fails to comply with the claims procedure rules set forth in DOL Regulation Section 2560.503-1, you may file suit under Section 502(a) of ERISA. Any such suit must be filed within the deadline established by applicable law.

If you do not request arbitration or file suit under Section 502(a) of ERISA, the Trustees' decision on review is final and binding on all parties.

What if my claim for disability benefits is denied?

In the case of a claim for benefits due to your total disability, the Pension Fund Office will provide you with written notification of the Plan's adverse benefit determination within a

reasonable period of time, but not later than 45 days after receipt of the claim by the Pension Fund Office. This period may be extended by the Pension Fund Office for up to 30 days, provided that the Pension Fund Office both determine that such an extension is necessary due to matters beyond the Plan's control and notify you, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the Pension Fund Office expects to render a decision. If, prior to the end of the first 30-day extension period, the Pension Fund Office determines that, due to matters beyond the Plan's control, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Pension Fund Office notifies you, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the Pension Fund Office expects to render a decision. In the case of any such extension, the notice of extension will 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 you will be afforded at least 45 days within which to provide the specified information.

The written notice of any adverse benefit determination must contain the following information:

- The specific reason(s) that your claim is denied;
- Reference to specific Plan provisions on which the denial is based;
- A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary;
- A description of the Plan's claim review procedures and the time limits applicable to such procedures, including a statement regarding your right to bring action under Section 502(a) of ERISA following an adverse benefit determination on review; and
- In the case of disability benefits:
 1. If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.
 2. If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the specific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge.

Review of disability claim denial

You or your representative have a right to file a written request for review of a claim denial within 180 days after receiving written notification that your claim was denied (or, if applicable, within 180 days after the date on which such denial is considered to have occurred). Your failure to file a written request for a review of a claim denial within the timeframe noted in the preceding sentence will constitute a waiver of your right to appeal.

Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

Upon request and for no charge, the Pension Fund Office will provide you, your authorized representative, or both, with reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits. The Pension Fund Office will refer your claim for review to the Claims Review Committee (“CRC”) appointed by the Board of Trustees. The CRC will consist of at least one Trustee. None of the members of the CRC who review your disability claim denial will have been part of the initial adverse benefit determination process nor a subordinate of a person who made the initial adverse benefit determination. The CRC may request the aid of legal counsel and other advisors to the Plan to provide advice and/or attend hearings during its review of your claim for benefits.

You, your authorized representative, or both, may present written statements to the CRC that present facts or arguments in favor of granting your claim. Also, you, your authorized representative, or both, may present your position to the CRC either in person or by telephone conference at the next available meeting of the CRC. The CRC meets once a month based on a set schedule. Your claim review will take place during the meeting next following receipt of your review of the claim denial. If there is not enough time for the CRC to prepare to review your claim at its next meeting, the review will be placed on the next month’s schedule. You will be notified of the meeting during which the CRC will address your claim for review.

Upon reviewing all of the facts and applicable Plan provisions, the CRC will make a recommendation to the Trustees concerning the resolution of your claim review.

In making decisions on review, the Trustees will have full and exclusive discretionary authority to determine all questions of coverage and eligibility. The Trustees will have the fullest discretion allowed by law: (i) to construe and interpret all Plan provisions, including ambiguous provisions; (ii) to construe and interpret all documents, provisions, rules and regulations, and procedures of the Plan and Trust Agreement; and (iii) to determine all questions of eligibility for benefits. In addition, the Trustees will have full and exclusive discretionary authority to determine and decide all questions of fact as well as the application of the terms of the Plan and the law to the facts. Any such determination or construction made by the Trustees will be binding upon all of the parties and beneficiaries to the maximum extent permitted by law, and shall not be overturned by a court unless it is arbitrary and capricious.

In addition to the claims review procedure described above, if your claim for benefits is due to your total disability, the claims review procedure provides that:

- Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is subject of the appeal, nor the subordinate of such individual;
- In deciding an appeal of any adverse benefit determination that is based in whole or in part on medical judgment, the appropriate named fiduciary will consult with a health

care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;

- Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the determination; and
- The health care professional engaged for purposes of a consultation in deciding an appeal of any adverse benefit determination will be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

The Trustees will provide you with written notification of the Plan's benefit determination on review. The Trustees must reach a final decision at its next regularly scheduled meeting following receipt of your review request, unless such request is received less than 30 days prior to such meeting, in which case the final decision must be rendered no later than at the second regularly scheduled meeting following receipt of your review request. If special circumstances require a further extension of time for processing, a benefit determination will be rendered no later than the third meeting following the receipt of your review request. If such an extension of time is required because of special circumstances, the Trustees will provide you with a written notification of the extension, describing the special circumstances and the date on which the benefit determination will be made, prior to the commencement of the extension. The Trustees will notify you of the benefit determination as soon as possible, but not later than 5 days after the benefit determination is made. In the case of an adverse benefit determination on review, the written notification will set forth:

- The specific reason or reasons that your claim was denied;
- Reference to the specific Plan provisions on which the denial is based;
- A statement that you will be provided, upon request and free of charge, reasonable access to, and copies of all documents, records and other information relevant to your claim;
- A statement regarding your right to bring action under Section 502(a) of ERISA; and
 - In the case of disability benefits:
 1. If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.
 2. If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the specific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge.
 3. The following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

If you are dissatisfied with the claim decision on review, and you have exhausted the appeals procedures described above or, if earlier, if the Plan substantially fails to comply with the claims procedure rules set forth in DOL Regulation Section 2560.503-1, you may pursue one of two options. First, you and the Trustees may mutually agree to resolve your claims dispute through binding arbitration. If you and the Trustees enter into such agreement, the result of that arbitration will bind you and the Plan to the fullest extent permitted by law. Second, if you and the Trustees do not agree to binding arbitration, then you may pursue your legal remedies under Section 502(a) of ERISA. Both of these options are discussed below.

- Binding Arbitration

If you wish to pursue binding arbitration, you must submit a written request for arbitration to the Trustees. If the Trustees agree to binding arbitration, the dispute will be decided under the Employee Benefit Claim Rules of the American Arbitration Association. In order to do so, you must submit a written request for arbitration to the Trustees following your receipt of the Trustees' written decision. The question presented to the arbitrator will be whether in the case presented, the Trustees (i) committed an error upon an issue of law, (ii) acted arbitrarily or capriciously in the exercise of their discretion, or (iii) made finding of facts which were not supported by the evidence.

The administration fees of the American Arbitration Association and the arbitrator's fees will be paid equally by the appealing party and the Plan, unless the arbitrator, in his award, assesses such fees against either party.

If you and the Trustees agree to binding arbitration, the decision of the arbitrator will be final and binding upon you and the Plan to the fullest extent permitted by law.

- Legal Remedies Under Section 502(a) of ERISA

If you do not wish to pursue binding arbitration, or if the Trustees do not agree to binding arbitration, then, once you have exhausted the appeals procedures described above or, if earlier, if the Plan substantially fails to comply with the claims procedure rules set forth in DOL Regulation Section 2560.503-1, you may file suit under Section 502(a) of ERISA. Any such suit must be filed within the deadline established by applicable law.

If you do not request arbitration or file suit under Section 502(a) of ERISA, the Trustees' decision on review is final and binding on all parties.

What happens if I am incapacitated or if my benefit is payable to a minor beneficiary?

Should the Board of Trustees find that you are incapable (for reasons such as illness, infirmity or other incapacity) of receiving benefits to which you are entitled, they may make the payments directly to a person who has power of attorney to act on your behalf or who has papers that establish his or her guardianship over your affairs.

If your beneficiary is a minor and the total amount of your death benefit is less than \$3,000.00, the Board of Trustees may make payment to the minor's parent, legal guardian or any custodian permitted to receive the benefit under the Uniform Transfers to Minors Act. If

your death benefit equals or exceeds \$3,000.00, payment will be made to the minor's parent, legal guardian or such other person as a court of competent jurisdiction may direct.

How are my benefits taxed?

Federal income taxes will be due on amounts you receive under the Plan, and generally will be withheld from each of your monthly Retirement benefit payments unless you elect not to have tax withheld. Your withholding election must be in writing, by completing IRS Form W-4P. If your benefits are paid in the form of an annuity or installment amounts over a period in excess of 10 years, and you fail to complete and return an IRS Form W-4P to the Pension Fund Office, the Plan will withhold federal income tax from your benefit payments at the rate for a married person claiming three (3) withholding allowances. In certain cases, the amount withheld may not cover the actual tax due.

Different rules apply to the Plan's lump sum death benefit payments. If your distribution is made in the form of a lump sum, you may be eligible to transfer your distribution directly to an Individual Retirement Account ("IRA"), another employer's qualified plan, Code Section 403(b) plan, Code Section 457 plan or a Roth IRA, provided such plan accepts the rollover. Such transfers may be accomplished without being subject to federal income tax until you receive a distribution from the IRA or plan.

Your Retirement benefit payments may also be subject to state income tax. State tax laws vary from state to state and may differ for individuals depending on their circumstances.

In the event of your death, amounts paid to your beneficiary are subject to tax withholding. If your spouse is your beneficiary, and your spouse elects to receive a lump sum distribution, your spouse may be eligible to transfer his or her distribution directly to an IRA, another employer's qualified plan, Code Section 403(b) plan, Code Section 457 plan or a Roth IRA, provided such plan accepts the rollover. Such transfers may be accomplished without being subject to federal income tax until your spouse receives a distribution from the IRA or plan. In addition, if your beneficiary is not your spouse and payment is made to your beneficiary in the form of a lump sum distribution, your beneficiary will be eligible to request a direct trustee to trustee transfer from the Plan to an inherited IRA that is established in your name as the deceased IRA owner for the benefit of your beneficiary. If your non-spouse beneficiary does not elect a direct trustee to trustee transfer as described in the preceding sentence, payment of the death benefit will be subject to the mandatory 20% Federal income tax withholding. Your beneficiary will receive more information regarding these options from the Pension Fund Office.

In addition, generally distributions that are made prior to your attainment of age 59½ are also subject to an additional penalty tax equal to 10% of the amount of your distribution includable in your gross income. The 10% penalty tax will not apply to distributions made (i) after your separation from service with a Contributing Employer during or after the year in which you attain age 55, (ii) after your separation from service and in a series of payments made over your life expectancy (or the joint life expectancy of you and your beneficiary), (iii) on account of your disability, (iv) to your beneficiary, (v) to an alternate payee under a QDRO, or (vi) on account of certain tax levies against you under the Plan.

Tax laws are frequently changed and this SPD does not explain all of the federal and state tax rules on payments from this Plan. Before you receive a distribution from the Plan, you should consult your tax advisor concerning your tax liability. Additional information will

be given to you (or your beneficiary) concerning withholding of income tax when you (or your beneficiary) apply for your Retirement benefit.

What about my Social Security retirement benefits?

The Social Security retirement benefits to which you may be entitled are payable in addition to any benefits provided under this Plan. It is impossible to determine the exact amount you will receive until you actually apply for a Social Security retirement benefit. Your local Social Security office can give you an estimate of what your Social Security benefit may be at your retirement, based on present Social Security benefits. You can also use Social Security's Retirement Estimator at its website, www.socialsecurity.gov.

Can my Retirement benefit be assigned to another person?

No. Benefits cannot be sold, assigned or pledged to anyone, nor can they be used as security for a loan. Furthermore, they generally are not subject to attachment or execution under any judgment or decree of a court prior to distribution. Under certain circumstances, your benefits can be attached for a federal tax levy.

There is an exception, however, to this general rule. The Board of Trustees must honor a QDRO issued by a court or administrative agency that obligates you to pay child support or alimony, or otherwise allocates a portion of your Plan benefits to your spouse, former spouse, child or other dependent.

Qualified Domestic Relations Orders

The Board of Trustees may be required by law to recognize obligations you incur as a result of court ordered child support or alimony payments. The Board of Trustees must honor a Qualified Domestic Relations Order ("QDRO") that meets legal requirements and is issued by a court or administrative agency that obligates you to pay child support or alimony, or otherwise allocates a portion of your vested benefits under assets in the Plan to your spouse, former spouse, child or other dependent.

You may obtain a copy of the Plan's procedures for determining whether a court order is a QDRO by contacting the Pension Fund Office. You can also download a copy of the procedures at www.centralpateamsters.com.

Suspension of Benefits

If you are receiving Retirement benefits and you begin to work in Suspendible Employment, the Plan will stop payment of your Retirement benefits during the time you work in Suspendible Employment. In addition, the Plan will not commence paying your Retirement benefit if you are still working in Suspendible Employment prior to age 70½. Before the Plan will suspend your Retirement benefit payments, it will provide you with a suspension notice (hand delivered or sent by first class mail) during the first calendar month in which your payments are suspended.

There are three exceptions to the suspension rules. Your benefits will not be suspended if:

- the Plan fails to provide notice of the suspension of your benefits,
- you are age 70½ or over, or
- you have attained age 67, work for a Contributing Employer in a job for which Employer contributions are not required to be made to the Plan, and your monthly Retirement benefit from this Plan does not exceed \$150.00.

What is Suspendible Employment?

In order for employment to be considered “Suspendible Employment” your employment or self-employment must:

- be in an industry in which employees covered by the Plan are employed at the time your Retirement benefits commence or would commence but for these suspension rules;
- be in a trade or craft or using skills with which you worked prior to your Retirement, whether or not you are working in a union or non-union position, and whether or not you are working in a supervisory role with respect to such trade or craft;
- be located in the same geographic area in which contributions were made or required to be made by any Contributing Employer to the Fund, regardless of whether or not the Employer for which you are working contributes to the Fund; and
- consist of a calendar month in which you are paid or entitled to be paid for more than 56 hours.

How does the Plan know that I am working in Suspendible Employment?

If you Retire and collect Retirement benefits from the Plan, you are required to notify the Pension Fund Office in writing if you start to work (or are self-employed) for any business that does work similar to that of any Employer who contributes to the Plan.

If you fail to notify the Pension Fund Office, and it is later discovered that you are working, the Plan may temporarily suspend your benefits pending further investigation, even if you are working 56 or fewer hours or even if the Plan otherwise would not be entitled to suspend your Retirement benefits. The amount of any monthly benefit payments that were made to you during Suspendible Employment will be deducted (up to a maximum of 25% of your resumed monthly payment) from the benefit payments that will be made to you after your Suspendible Employment ends.

It will be your obligation to provide the Pension Fund Office with sufficient information to determine whether your benefits should be temporarily suspended. Periodically, the Pension Fund Office may also send you an Annual Employment Certification through which you will be asked to certify, under penalties of perjury, that you are not working in Suspendible Employment in order to continue to receive your Retirement benefit payments. If you fail to return the Annual Employment Certification to the Pension Fund Office by the date requested, your benefits will be suspended. You can download a copy of the Plan’s Suspension of Benefits Policy at www.centralpateamsters.com, or you can request a copy of the Policy from the Pension Fund Office.

How do I know if I am working in Suspendible Employment?

Before taking a position of employment or self-employment that may cause the Plan to temporarily suspend your Retirement benefits, you should write to the Pension Fund Office

and get a decision about whether or not the position would cause your benefits to be suspended. Please provide the Pension Fund Office specific information regarding your specific set of circumstances. The Pension Fund Office would require your name and address, the last four digits of your Social Security number, the specific duties you expect to perform, the number of hours per week you expect to work, the positions you held and specific duties performed while you were a Participant in the Plan. The Pension Fund Office may provide you with an information form to be completed and returned that will request this specific type of information. Once the form is completed and returned to the Pension Fund Office, the information provided will be reviewed and a determination will be rendered regarding your case.

How and when do my Retirement benefits restart?

If your Retirement benefits are suspended, you should notify the Pension Fund Office in writing as soon as you stop working in Suspendible Employment, or when you reach age 70½ so that your Retirement benefits can be reinstated. Upon receipt of such notice, the Plan will resume your monthly Retirement benefits no later than the first day of the third calendar month after the calendar month in which you ceased to work in Suspendible Employment.

What if I want to appeal the suspension of my Retirement benefits?

If at any point your Retirement benefits are suspended, and you believe that the Board of Trustees made an incorrect determination on your case, you have the right to file an appeal. You should follow the same procedures as those described earlier in this SPD in the section: “What if my claim for benefits is denied?”

Keep in mind that the Trustees have the discretionary authority to determine the facts and to apply Plan rules to the facts. It is your responsibility to supply complete and accurate information to the Claim Review Committee to support your appeal regarding the suspensions of benefits that has occurred.

Circumstances That Can Affect Your Benefit

Under certain conditions, your benefit may be denied, reduced or suspended. These conditions include the following:

1. If you are no longer in Covered Employment, you will cease to accrue Benefit Service and you will also cease to earn Vesting Service unless you immediately transfer to another position with your Contributing Employer which is not in Covered Employment or you earn vesting service under a reciprocal agreement recognized under this Plan. You may not receive your benefit from this Plan until you are no longer employed under the conditions described in the section of this SPD, “Suspension of Benefits.”
2. If your Covered Employment terminates by resignation, discharge, or death before you have completed five (5) Years of Vesting Service, and you do not return to work after incurring five (5) or more consecutive one-year Breaks in Service, your Retirement benefit will be forfeited, subject to your rehire, as more fully described in the section of this SPD, “Can my Benefit Service and Vesting Service be lost or cancelled?”

3. The Plan may be terminated before sufficient assets have been accumulated in the Trust Fund to pay your benefit. In this case you may be protected (in full or in part) by the Pension Benefit Guaranty Corporation (see the section of this SPD, “Pension Benefit Guaranty Corporation”).
4. The Trustees may amend the Plan to reduce accrued benefits. This may be done only with the permission of the federal government to avoid serious economic hardship to the Contributing Employers. The Trustees have no present intention to take such action, but pension plans are required by law to inform you of the possibility.
5. Federal law permits payment of all or a portion of your benefit to another person, provided such payment is made to comply with a QDRO relating to child support, alimony, or marital property rights payments, or to comply with a federal tax levy.
6. If you do not provide the Pension Fund Office with your most recent address and you cannot be located, the Pension Fund Office may be unable to distribute your benefit to you. It is very important that you notify the Pension Fund Office of any address changes made by you or your beneficiary.
7. If you fail to make proper application for your Retirement benefit or fail to provide necessary information, the Plan may be unable to distribute your benefit to you.
8. If you leave employment and begin to receive a Retirement benefit from the Plan before you reach your Normal Retirement Date, your payments may be reduced to account for early payment.
9. See the section of this SPD, “Suspension of Benefits” to determine if your reemployment or your continued employment after your Normal Retirement Date may cause your Retirement benefit payments to be suspended.
10. Federal law may place restrictions upon a defined benefit plan whose funding level falls below certain trigger points. You will be notified should the Plan become subject to these restrictions.

Amendment and Termination of the Plan

The Board of Trustees reserves the right to amend the Plan. Except for unusual circumstances permitted under applicable law, the vested rights of Participants, pensioners, and beneficiaries cannot be adversely affected by any amendment.

While it is expected and intended that the Plan will continue indefinitely, the Board of Trustees do have the right to terminate the Plan in accordance with the Trust Agreement between the Union and the Contributing Employers.

If the Plan is terminated, you will not accrue any further benefit under the Plan. However, the benefit that you have already accrued will become vested to the extent there are sufficient assets in the Trust Fund to pay them.

Pension Benefit Guaranty Corporation

Your retirement 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 \$11.00 of the monthly benefit accrual rate and (2) 75% of the next \$33.00. For example, the maximum annual guarantee for a retiree with 30 years of service and a benefit accrual rate of \$23.00 per month would be \$7,200.00.

The PBGC guarantee generally covers, (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the Plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover, (1) benefits greater than the maximum guarantee set by law; (2) benefit increases and new benefits based on Plan provisions that have been in place for fewer than 5 years at the earlier of (i) the date the Plan terminates or (ii) the time the Plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the Plan became insolvent; and (5) nonpension 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 pays, ask the Pension Fund Office or contact the PBGC:

Technical Assistance Division
Pension Benefit Guaranty Corporation
1200 K Street, N.W.
Suite 930
Washington, DC 20005-4026

The PBGC may be reached by calling: 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>.

Your Rights Under ERISA

As a participant in the Central Pennsylvania Teamsters Amended and Restated Defined Benefit 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:

1. Examine, without charge, at the Plan Administrator's office, and other specified locations, such as worksites and union halls, all Plan documents, including insurance contracts, 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.
2. Obtain, upon written request to the Plan Administrator, copies of the documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
3. Receive a summary of the Plan's annual funding notice. The Plan Administrator is required by law to furnish each participant with a copy of this notice.
4. Obtain a statement telling you whether you have a right to receive a pension under the Plan at your Normal Retirement Age (the later of age 65 or the 5th anniversary of your participation in the Plan) and, if so, what your benefit 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 twelve (12) months. The Plan must provide the statement free of charge.
5. Obtain, on written request, a copy of the Plan's "periodic" financial reports. The Plan Administrator will make a reasonable charge for the copies of the full reports and the cost of postage, unless you request that the reports be transmitted to you electronically.

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 pension or exercising your rights under ERISA.

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 make a written request for a copy of 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 case, the court may require the Plan Administrator to provide the materials and pay you up to \$110.00 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 which is denied, in whole or in part, you may file suit in a state or federal court, after you have exhausted your administrative remedies under the Plan. In addition, if you disagree with the Plan's decision concerning the qualified status of a domestic relations order, you may file suit in a federal court, after you have exhausted your administrative remedies under the Plan. If your claim has been ignored and you have been prevented from exhausting your administrative remedies under the Plan, you may file suit in federal court without using the Plan's claims review procedures.

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 if, for example, it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W. Washington, DC, 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.

How can I obtain additional information about the Plan?

Should you have any questions concerning the Plan, you should contact the Pension Fund Office. Simply call or write to:

Joseph J. Samolewicz, Administrator
Central Pennsylvania Teamsters Pension Fund

P.O. Box 15223
Reading, PA 19612-5223

610 320-5505
Toll-free in PA 800 343-0136
Toll-free in USA 800 331-0420

Addendum I

Historical UPS/Freight Contribution Rates

The following table contains the equivalent hourly and monthly contribution UPS/Freight contribution rates, which are used as the basis for determining if you are at the Full Contribution Level and therefore entitled to the highest Combined Minimum Monthly Benefit. You are at the Full Contribution Level if you complete:

- 20 Years of Benefit Service at the applicable UPS/Freight contribution rate, or
- 15 Years of Benefit Service at the applicable UPS/Freight contribution rate, including each of the last 10 consecutive years before you leave Covered Employment.

If it is determined that you are not at the Full Contribution Level, the gross \$3,100.00 monthly benefit (before the RIP offset) will be prorated based on the ratio of your historical contribution rates bear to the Full Contribution Level. If you have more than 25 Years of Benefit Service, only the highest 25 years that give you the largest benefit will be used to calculate the prorated benefit.

Year	Applicable UPS/Freight Rate		Year	Applicable UPS/Freight Rate	
	Hourly Rate	Monthly Rate		Hourly Rate	Monthly Rate
2012	\$9.053	\$1,569.19	1984	\$1.813	\$314.25
2011	\$8.553	\$1,482.52	1983	\$1.587	\$275.08
2010	\$8.053	\$1,395.85	1982	\$1.367	\$236.95
2009	\$7.524	\$1,304.16	1981	\$1.258	\$218.05
2008	\$6.828	\$1,183.52	1980	\$1.125	\$195.00
2007	\$6.174	\$1,070.16	1979	\$0.942	\$163.28
2006	\$5.764	\$999.09	1978	\$0.750	\$130.00
2005	\$5.518	\$956.45	1977	\$0.675	\$117.00
2004	\$5.342	\$925.95	1976	\$0.606	\$105.04
2003	\$5.123	\$887.98	1975	\$0.519	\$89.96
2002	\$4.805	\$832.87	1974	\$0.456	\$79.04
2001	\$4.655	\$806.87	1973	\$0.388	\$67.25
2000	\$4.618	\$800.45	1972	\$0.325	\$56.33
1999	\$4.455	\$772.20	1971	\$0.300	\$52.00
1998	\$4.305	\$746.20	1970	\$0.269	\$46.63
1997	\$4.127	\$715.35	1969	\$0.244	\$42.29
1996	\$3.735	\$647.40	1968	\$0.219	\$37.96
1995	\$3.323	\$575.99	1967	\$0.199	\$34.49
1994	\$2.935	\$508.73	1966	\$0.178	\$30.85
1993	\$2.743	\$475.45	1965	\$0.169	\$29.29
1992	\$2.590	\$448.93	1964	\$0.153	\$26.52
1991	\$2.442	\$423.28	1963	\$0.137	\$23.75
1990	\$2.280	\$395.20	1962	\$0.100	\$17.33
1989	\$2.230	\$386.53	1961	\$0.100	\$17.33
1988	\$2.172	\$376.48	1960	\$0.100	\$17.33
1987	\$2.101	\$364.17	1959	\$0.100	\$17.33
1986	\$2.013	\$348.92	1958	\$0.067	\$11.61
1985	\$1.913	\$331.59			

Addendum II

Special Plan Provisions for “YRC” Participants

Notwithstanding any other provisions in this SPD to the contrary, the following provisions apply to Participants employed by YRC Worldwide, Inc. (“YRC Participants”). These provisions, except for the provisions described below under “Future Service Benefit,” pertain solely to the time when YRC Worldwide, Inc. did not have an obligation to make contributions to the Plan.

Participation

Any YRC Participant who would have otherwise satisfied the eligibility requirements in the Section of this SPD called, “When do I become a Participant in the Plan?” was not permitted to enter the Plan for the period beginning on October 1, 2009 and ending on May 31, 2011. Participation resumed for the YRC Participants as of June 1, 2011 so that any YRC Participant whose Plan entry was delayed, was permitted to enter the Plan on June 1, 2011, and any other YRC Participant who completes the eligibility requirements after June 1, 2011 will enter the Plan as of the date described in the Section of this SPD called, “When do I become a Participant in the Plan?”

Benefit Service

YRC Participants did not earn Benefit Service for the purpose of meeting the eligibility requirements for an Early Retirement Benefit, a Special Early Retirement Benefit, a Service Pension Benefit, a Rule of 82-85 Benefit or a Combined Minimum Monthly Benefit only for the period beginning on October 1, 2009 and ending on May 31, 2011.

Vesting Service

YRC Participants did not earn Vesting Service only for the period beginning on January 1, 2010 and ending on May 31, 2011.

Future Service Benefit

Effective June 1, 2011, the rate used to determine the aggregate Employer contributions used to provide an accrual for YRC Participants who are not Casual Employees and for whom a contribution was required, was \$0.42 per hour. This rate continued until November 1, 2012 which was the first of the month in which YRC Worldwide, Inc. made total payments to the Pension Fund (for the period beginning on June 1, 2011) totaling at least \$7,603,118.06, including amounts denominated as contributions, payments under the Contribution Deferral Agreement, or payments pursuant to collateral sales. Effective November 1, 2012, the rate used to determine the aggregate Employer contributions was \$1.824 per hour instead of \$0.42 per hour.

Effective June 1, 2011, the rate used to determine the aggregate Employer contributions used to provide an accrual for YRC Participants who are Casual Employees and for whom a contribution was required, was \$0.35 per hour. This rate continued until November 1, 2012 which was the first of the month in which YRC Worldwide, Inc. made total payments to the Pension Fund (for the period beginning on June 1, 2011) totaling at least \$7,603,118.06,

including amounts denominated as contributions, payments under the Contribution Deferral Agreement, or payments pursuant to collateral sales. Effective November 1, 2012, the rate used to determine the aggregate Employer contributions was \$1.504 per hour instead of \$0.35 per hour.

**CENTRAL PENNSYLVANIA
TEAMSTERS PENSION FUND**

In Pennsylvania:

610-320-5505 • 1-800-343-0136 (Toll Free)

Toll Free in USA: 1-800-331-0420

ISSUED 2014

