

Central Pennsylvania Teamsters Pension Fund

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NOTICE TO EMPLOYEES OF YRC, INC. ("YELLOW" AND "ROADWAY"), USF HOLLAND, INC., AND NEW PENN MOTOR EXPRESS, INC. PARTICIPATING IN THE CENTRAL PENNSYLVANIA TEAMSTERS DEFINED BENEFIT PLAN

DATE: May 14, 2009

TO: Employees of YRC, Inc. ("Yellow" and "Roadway"), USF Holland, Inc., and New Penn Motor Express, Inc. (collectively "YRCW") Participating in the Central Pennsylvania Teamsters Defined Benefit Plan ("YRCW Participants")

FROM: The Board of Trustees of the Central Pennsylvania Teamsters Pension Fund

SUBJECT: Advanced Notice of Temporary Suspension of Future Benefit Accruals

The Central Pennsylvania Teamsters Defined Benefit Plan (the "Plan" or "Fund") will be amended to freeze new benefit accruals for YRCW Participants from June 1, 2009 through December 31, 2009 (the "Freeze Period"). This means that, for YRCW Participants, pension benefits under the Plan will not increase as a result of service during the Freeze Period. However, please note that your pension benefit will never be less than your vested accrued benefit under the Plan as of May 31, 2009.

Generally, you accrue benefits (your "Future Service monthly benefit") based on a percentage of contributions required to be made on your behalf by YRCW for your eligible service (your service in "Covered Employment"). Contributions required to be made by YRCW on your behalf during the Freeze Period will not be considered in determining your Future Service monthly benefit.

You will continue to earn Vesting Service under the Plan during the Freeze Period. In addition, although the amount of your accrued benefit will not increase for your service during the Freeze Period, such service will count for purposes of determining the time at which you are eligible for the Early Retirement Benefit, Special Early Retirement Benefit, Service Pension Benefit, Combined Minimum Monthly Benefit ("CMMB"), and Rule of 82 to 85 Benefit.

This freeze of benefit accruals will not affect (i) any benefits that you have already accrued under the Fund; and (ii) any benefits earned by current retirees under the Fund. However, if any current retirees return to work or are otherwise eligible for future benefit accruals for service with YRCW under the Plan, then the changes described in this Notice will apply to their future benefit accruals.

Your Normal Benefit Formula Prior to June 1, 2009 (Payable in the form of a Single Life Annuity with 36 Months Certain Benefit):

- Your Future Service monthly benefit – This monthly benefit is equal to 1.25% of the aggregate participating employer contributions required to be made on your behalf for Plan Years beginning on or after January 1, 2003, but for 2009, this monthly benefit cannot include a benefit accrual greater than \$140 (this maximum permitted accrual may change from year to year).

plus

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

Your Normal Benefit Formula on and after June 1, 2009 (Payable in the form of a Single Life Annuity with 36 Months Certain Benefit):

- Your Future Service monthly benefit – This monthly benefit is equal to 1.25% of the aggregate participating employer contributions required to be made on your behalf for Plan Years beginning on or after January 1, 2003 less contributions YRCW is obligated to make on your behalf during the Freeze Period. Again, for 2009, this monthly benefit cannot include a benefit accrual greater than \$140 (this maximum permitted accrual may change from year to year).

plus

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

Example of How This Change Will Affect the Normal Retirement Pension Benefit

Let's assume that Mary has a Past Service monthly benefit under the Fund equal to \$100.00 for service she completed before 1987. Let's further assume that YRCW has been obligated to contribute \$10,000 per year to the Fund on her behalf since 2003, and will continue to be obligated to do so through 2012.

Normal Benefit under the Formula Prior to June 1, 2009 (Payable in the form of a Single Life Annuity with 36 Months Certain Benefit):

Mary would have been entitled to a monthly benefit of **\$1,350**.

- Future Service monthly benefit of \$1,250 (($\$10,000$ in contributions required to be made x 10 years) x 1.25%).

plus

- Past Service monthly benefit of \$100.00.

Normal Benefit under the Formula On and After June 1, 2009 (Payable in the form of a Single Life Annuity with 36 Months Certain Benefit):

In 2009, although YRCW is again obligated to contribute \$10,000 to the Fund on her behalf, \$5,833 of those contributions are attributable to her Covered Employment during the Freeze Period.

As a result, she will be entitled to a monthly benefit of \$1,277.

- Future Service monthly benefit of \$1,177 ((\$10,000 in contributions required to be made x 10 years *minus* \$5,833 in YRCW contributions required to be made during the Freeze Period) x 1.25%).

plus

- Past Service monthly benefit of \$100.00.

Examples of How This Change Will Affect the Other Retirement Benefits

Example 1:

As of May 31, 2009, John had an accrued benefit of \$2,000 (Past Service plus Future Service monthly benefit) and 29 years and 9 months of Benefit Service. If he continues to work for YRCW until August 31, 2009, he will be treated *as if* he had 30 Years of Benefit Service for purposes of his eligibility for the Service Pension. This would allow John to receive a reduced benefit prior to age 57, which he would not otherwise be able to do. However, because he did not have any actual Benefit Service during the Freeze Period, the amount of his Future Service monthly benefit used to compute his Service Pension will not include any amounts he would have earned in June, July, or August 2009 if the Plan had not been frozen as to new benefit accruals.

Example 2:

As of May 31, 2009, Mary was age 57 and had 24 years and 9 months of Benefit Service. Assume that Mary continues to work through August 31, 2009 and decides to roll over her entire Retirement Income Plan ("RIP") benefit to the Plan. She will be entitled to receive the CMMB effective September 1, 2009, but instead of receiving \$3,100 (if this is higher than the amount of her accrued benefit), she will receive a lesser, pro-rated benefit if, as a result of the Benefit Service not being credited during the Freeze Period, she falls below the Full Contribution Level as defined under the Plan. Service during the Freeze Period will be treated similarly (to the application of her service for the CMMB) for purposes of determining the eligibility for, and the amount of, the Rule of 82 to 85 Benefit.

Questions

If you have any questions regarding this Notice, please contact:

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7:30 AM to 5:00 PM

This Notice is intended to satisfy the requirements of section 204(h) of ERISA and section 4980F of the Code. This Notice summarizes only the relevant provisions of the Plan, and the official plan documents for the Plan will govern your rights. Nothing contained in this Notice affects the rights of the Board of Trustees of the Fund to amend, modify, or terminate the Fund.