

**ROAD CARRIERS – LOCAL 707 PENSION FUND  
SUSPENSION APPLICATION**

**EXHIBIT 13**

**THIS DOCUMENT REPRESENTS A TENTATIVE AGREEMENT BETWEEN TNFINC AND YRC INC. THE LANGUAGE THAT IS underlined is new language added to the YRC proposal that was previously rejected by the membership on January 9, 2014. Similarly, the language that is ~~struckthrough~~ is deleted language from that initial YRC**

**EXTENSION OF THE AGREEMENT FOR THE RESTRUCTURING OF THE YRC WORLDWIDE INC. OPERATING COMPANIES**

YRC Inc. (d/b/a YRC Freight), USF Holland Inc., New Penn Motor Express, Inc., and USF Reddaway Inc. (collectively the "Employer") have provided this Extension of the Agreement for the Restructuring of the YRC Worldwide Inc. Operating Companies (hereinafter the "Extension Agreement") to the Teamsters National Freight Industry Negotiating Committee ("TNFINC") of the International Brotherhood of Teamsters (the "IBT", the "Teamsters" or the "Union"). This Extension Agreement is for the express purpose of providing job security for the Employer's Teamster bargaining unit employees by creating the opportunity to continue the financial restructuring of the Employer.

1. **Term.** The Agreement for the Restructuring of the YRC Worldwide Inc. Operating Companies (the "Restructuring Agreement"), the 2008-2013 National Master Freight Agreement and applicable Supplements (the "NMFA"), and the USF Reddaway Western Contract and Northwest Agreement ("Reddaway Agreements") shall be extended from March 31, 2015 until March 31, 2019, subject to the modifications set forth below.

2. **Ratification Bonus & Lump Sum Payment.** The Employer shall pay a bonus of \$750.00 in the event this Extension Agreement becomes effective. The ratification bonus will be payable within thirty (30) days of the Effective Date to all regular employees on the seniority list at the time of ratification, provided the employee was active within ninety (90) days of December 31, 2013 and still is employed by the Employer at the time of payment. The Employer also shall pay a lump sum payment of \$750.00 on April 1, 2015 to all regular full-time employees on the seniority list who have been actively working for the prior twelve (12) months. Regular full-time employees who have been subject to seasonal layoff between April 1, 2014 and March 31, 2015 will not be disqualified from receiving the \$750 Lump Sum Payment. Employees laid off for other reasons will not be eligible for the Lump Sum Payment. The \$750.00 bonus and payment shall not be subject to the 15% reduction.

3. **Wage Increases.** This Extension Agreement provides for hourly rate increases and equivalent mileage rate increases for all classifications, as follows:

April 1, 2016	\$.40/hr
April 1, 2017	\$.40/hr
April 1, 2018	\$.40/hr

All wage and mileage increases will be subject to the 15% reduction outlined in the Restructuring Agreement. There shall be no hourly or equivalent mileage rate increase in 2014 or 2015. Any wage increase paid in 2014 prior to the effective date shall remain in

effect only until payment of the ratification bonus and the Company may not seek repayment for that portion of the 2014 wage increase earned prior to the payment of the bonus. There shall be no wage increases for clerical employees, non-CDL dock employees, maintenance employees, janitors, and porters for the term of this Extension Agreement. Shop mechanics will receive the above wage increases.

4. **Health & Welfare Contributions.** The Employer shall maintain health and welfare benefit levels by increasing health and welfare contribution rates up to the following amounts, based on the rates determined by the applicable health and welfare fund to maintain the current benefits.

January 1, 2015	\$.35/hr
August 1, 2015	\$.50/hr
August 1, 2016	\$1.00/hr
August 1, 2017	\$1.00/hr
August 1, 2018	\$1.00/hr

There shall be no increase payable on August 1, 2014.

5. **Pension Contributions.** The Employer shall continue to make contributions to the applicable pension funds or 401(k) plan at 25% of the 2009 rate, consistent with the Restructuring Agreement. To the extent any health and welfare fund needs less than \$.60/hr on August 1, 2016, \$.70/hr on August 1, 2017, or \$.75/hr on August 1, 2018, the amount less than \$.60/hr, \$.70/hr, or \$.75/hr (as applicable) may be directed by the applicable Supplemental Negotiating Committee to increase the contribution rate for the corresponding pension fund or 401(k) plan.

6. **Profit Sharing Bonuses.**

(a) Profit sharing bonuses will be payable according to the following schedules beginning in 2016 (based on 2015 performance), provided the applicable annual published operating ratio is within the specified ranges for any full calendar year. Bonus calculations and payments will be separate for YRC Freight and the Regional Carriers (Holland, New Penn, and Reddaway), with the operating ratio for the Regional Carriers being calculated on a combined basis:

<u>YRC Freight Operating Ratio</u>	<u>Bonus Amount</u>
96.1 to 97.0	1%
93.1 to 96.0	2%
93.0 and below	3%

<u>Regional Carrier Combined Operating Ratio</u>	<u>Bonus Amount</u>
94.1 to 95.0	1%

**New Jersey-New York  
General Trucking  
Supplemental  
Agreement**

**For the Period of  
April 1, ~~2013~~ ~~2008~~  
Through  
March 31, ~~2013~~ 2018**

**NEW JERSEY – NEW YORK AREA  
GENERAL TRUCKING  
SUPPLEMENTAL  
AGREEMENT**

Covering Employees of Private, Common, Contract and Local Cartage Carriers for the Period of April 1, ~~2008~~ 2013 to March 31, ~~2013~~ 2018 in the jurisdiction of Teamsters Joint Council No. 16 and Teamsters Joint Council No. 73.

**PREAMBLE**

**ABF FREIGHT SYSTEMS, INC.**

(Company)

hereinafter referred to as the Employer and the New Jersey-New York Area Freight Council, and Local Union No. \_\_\_\_\_, affiliated with the Eastern Region of Teamsters, and the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the terms and provisions of this Agreement.

This Supplemental Agreement is supplemental to and becomes a part of the ABF Master Freight Agreement, ~~Master Freight Agreement~~, hereinafter referred to as the "Master Agreement" for the period commencing April 1, ~~2013~~, ~~2008~~, which Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the ABF National Grievance Committee.

**SCHEDULE "B"**  
**LOCAL 707 HEALTH, WELFARE AND**  
**PENSION**

~~\*\*\*SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT\*\*\*~~

The Employer agrees to be bound by and become party to the Declaration of Trust governing the road Carriers Local 707 Welfare Fund and the Road Carriers Local 707 Pension Fund and will sign a copy of the said Declaration of Trust immediately upon request by the Union.

**The Employer shall continue to participate in the same Health Welfare and Pension Fund. During the life of this Agreement, the Employer shall continue to make contributions at the rates being paid as of the date of ratification of the ABF NMFA to the appropriate Health and Welfare Pension Funds in such amounts as are determined on an annual basis by the Funds to be necessary to maintain benefits then in effect.**

**Increased Employer Contributions to Teamster Health & Welfare and Pension Plans: If necessary to maintain the Health & Welfare and Pension benefits the Employer shall increase its contribution to the Road Carriers Local 707 Health & Welfare and Pension Funds, up to \$1.00 per hour per year as follows:**

Effective Dates	Increase in Employer Contributions
August 1, 2013	up to \$1.00 per hour
August 1, 2014	up to an additional \$1.00 per hour
August 1, 2015	up to an additional \$1.00 per hour
August 1, 2016	up to an additional \$1.00 per hour
August 1, 2017	up to an additional \$1.00 per hour

**The Employer shall only be required to pay those portions of the "up to" \$1.00 per hour increases that are necessary to maintain the benefits as described above.**

Contributions shall be made for each and every hour paid for to employees including regular days, Saturdays, Sundays, holidays, vacations, and sick days, whether worked or not, but subject to a maximum of eight (8) hours for each day.

In addition the Employer shall make the applicable Health & Welfare contribution of 8 hours a day to a maximum of 40 hours in a week for any employee who is on Workers Compensation for a period of six (6) months.

In instances where a driver is worked by the Company in any workweek in excess of (52) fifty-two hours whereby such employee is deprived of health insurance coverage, the Employer shall be required to make the necessary Health & Welfare contribution to insure the employee's eligibility.

In addition, if a P&D driver is worked by the Company in any workweek in excess of (52) fifty-two hours, the Employer shall be required to make the necessary Pension contribution for the fifth day.

The aforesaid contributions shall be used by the Trustees for the purposes and uses set forth in the Declaration of Trust governing said Trust Fund.

In the event that an Employer has been delinquent in the payment of Welfare and Pension Fund contributions, the employees may, at the election of the Union, withhold their labor until such time as the Employer has eliminated the delinquency and the Employer shall be responsible to the employees for the loss of all wages, and other benefits sustained by the employees, by reason of their withholding of their labor from the delinquent Employer.

Whenever the employees exercise the right prescribed in this provision, it shall not constitute a violation of Article 46, Section 1.

In the event of a delinquency in payment, the Employer agrees to abide by all rules and regulations established by the Trustees of such Funds, including but not limited to those requiring payment of interest, counsel fees, any penalties allowed by law, and other costs of collection of such delinquency, and to give security in sufficient amount as demanded by the Trustees to secure payment of such delinquency.