



## **BENEFIT PLANS**

MEBA MEDICAL & BENEFITS PLAN

MEBA PENSION TRUST

MEBA TRAINING PLAN

MEBA VACATION PLAN

1007 EASTERN AVENUE, BALTIMORE, MARYLAND 21202-4345 • (410) 547-9111

November, 2008

TO: Participants in the MEBA Benefit Plans  
FROM: Allen R. Szymczak, Administrator  
RE: Summary Plan Description – Administrative Section

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Enclosed is an updated Administrative section for all MEBA Plans. This section contains general information about the MEBA Plans.

Please insert the updated Administrative section into your three ring binder behind the "ADMINISTRATIVE" tab. The existing contents behind that tab relating to the Administrative section should be discarded.

Please feel free to contact the Plan office if you have any questions.

Allen R. Szymczak, Administrator

Summary Plan Description  
Administrative Information  
**MEBA Benefit Plans**

October, 2008

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## **Introduction**

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The previous sections of this Handbook describe, in general terms, the provisions of the various benefit Plans available to you as an eligible member of District No. 1-PCD, MEBA. In addition to knowing these provisions, you need to be aware of important administrative information, including what to do if a claim is denied. You also need to know about your legal rights as a participant in these Plans.

This section of the Handbook provides important information about your rights and benefits under the Employee Retirement Income Security Act (ERISA) of 1974. This section, in conjunction with each of the specific Plan sections included in this Handbook, constitutes the Summary Plan Descriptions for each of your MEBA Benefit Plans. If there's any difference between the information contained in this Handbook and the actual Plan documents, the Plan documents will always govern.

If you have any questions regarding this Handbook or any of the Plans, please contact the Plan office in Baltimore in writing.

## Administrative Information

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### PLAN SPONSOR

Each of the Plans described in this Handbook is sponsored by the respective Plan's Board of Trustees. The member of each Plan's Board of Trustees as of July, 2008 are:

ASSOCIATION TRUSTEES	EMPLOYER TRUSTEES
<p>Don Keefe President District No. 1-PCD, MEBA 444 North Capitol Street, NW Suite 800 Washington, DC 20001-1570</p>	<p>Thomas Murphy President Marine Personnel &amp; Provisioning, Inc. C/O MEBA Benefit Plans 1007 Eastern Avenue Baltimore, MD 21202-4345</p>
<p>William VanLoo Secretary-Treasurer District No. 1-PCD, MEBA 444 North Capitol Street, NW Suite 800 Washington, DC 20001-1570</p>	<p>Wally Becker Senior Vessel Superintendent Horizon Lines, LLC 1700 Galloping Hill Road Kenilworth, NJ 07030</p>
<p>Marc Huber Vice President, Gulf Coast District No. 1-PCD, MEBA 811 Carondelet Street New Orleans, LA 70130</p>	<p>P.W.J. Fisher Executive Vice President Keystone Shipping Company One Bala Plaza East Suite 600 Bala Cynwyd, PA 19004-1496</p>
<p>Ed MacCormack Executive Vice President District No. 1-PCD, MEBA 548 Thomas L. Berkley Way Oakland, CA 94612</p>	<p>Robert Dorn Senior Vice President The Interlake Steamship Company Interlake Corporate Center 4199 Kinross Lakes Parkway Richfield, OH 44286</p>
<p>Bill McHugh Vice President, Atlantic Coast District No. 1-PCD, MEBA 37 Edward Hart Drive Jersey City, NJ 07305</p>	<p>Edward Hanley Vice President, Labor Relations MAERSK Line, Limited One Commercial Place, 20<sup>th</sup> Floor Norfolk, VA 23510-2103</p>
<p>Michael Nizetich Branch Agent District No. 1-PCD, MEBA 533 N. Marine Avenue Wilmington, CA 90744-5527</p>	<p>Jack Sullivan Director, Offshore Labor Relations Matson Navigation Company 333 Market Street San Francisco, CA 94105</p>

The Boards of Trustees can be contacted at the following address and phone number:

1007 Eastern Avenue  
Baltimore, MD 21202-9111  
410-547-9111  
(800) 811-6322 (MEBA)

### **EMPLOYER IDENTIFICATION NUMBER**

Each Plan's employer identification number and plan number are as follows:

<b>PLAN NAME</b>	<b>EMPLOYER ID NUMBER</b>	<b>PLAN NUMBER</b>
MEBA Medical and Benefits Plan	13-5590515	501
MEBA Vacation Plan – Atlantic, Gulf, and Pacific Coasts	13-6271916	502
MEBA Training Plan	13-6219856	503
MEBA Pension Plan	51-6029896	001
MEBA 401(k) Plan	51-6029896	002

### **PLAN YEAR**

The Plan Year for all Plans is January 1 through December 31.

### **PLAN ADMINISTRATOR**

The Plan Administrator for each of the Plans is the respective Board of Trustees listed above; you can contact the Plan Administrator at the following address:

1007 Eastern Avenue  
Baltimore, MD 21202-9111  
410-547-9111  
(800) 811-6322 (MEBA)

If you have any questions about any of the information in this Handbook or would like to request a Plan Document, you should write to or call the Plan Office.

### **AGENT FOR SERVICE OF LEGAL PROCESS**

Legal process can be served on the Board of Trustees.

## **MEBA MEDICAL AND BENEFITS PLAN COSTS AND ADMINISTRATION**

Insured Active Life and Accidental Death and Dismemberment Benefits are underwritten by UNUM Life Insurance Company of America, 15 Corporate Place South, PO Box 1387, Piscataway, NJ 08855-1387. All other benefits are provided on a self-funded basis.

## **SOURCES OF CONTRIBUTIONS TO THE PLAN**

Employers are required to contribute to the Plans, as are active and retired participants.

## **COLLECTIVE BARGAINING AGREEMENTS**

The Plans are maintained in accordance with collective bargaining agreements. You may obtain a copy of the agreement applicable to you upon written request to the Plan Office and are available for examination by you at the Plan Office.

## **PARTICIPATING EMPLOYERS**

You may receive from the Plan Office, upon written request, information as to whether a particular employer participates in the sponsorship of the Plans. You may also receive the employer's address if the employer is a participating employer.

## **ANTI-ASSIGNMENT OF BENEFITS**

Plan participants and dependents may not assign or transfer any of their benefits under the Plan. The only exception is that of an assignment made to the provider of health services giving rise to the claim.

## **IF A PENSION, 401(k), TRAINING, OR VACATION PLAN CLAIM FOR BENEFITS OR APPLICATION IS DENIED**

The specific procedures you must follow to pursue to file a claim and an appeal are contained in the individual Plan Rules and Regulations that are provided in the Summary Plan Description binder as follows:

Pension Plan	Article IX	Section 9.08
Training Plan	Article I	Section 11
Vacation Plan		Section 16
401(k) Plan	Article V	Section 5.06

You should follow these procedures when you are required to file a claim for benefits. Claim forms may be obtained from the Plan Office in Baltimore, any of the Union Halls, or the Plan Office website ([www.mebaplans.org](http://www.mebaplans.org)). **These forms should be completed and filed in accordance with the procedures and time limits that apply to each Plan.**

## **IF A MEDICAL PLAN CLAIM FOR BENEFITS OR APPLICATION IS DENIED**

You should follow these procedures when you are required to file a claim for benefits under the Medical Plan. Claim forms may be obtained from the Plan Office in Baltimore, any of the Union Halls, or the Plan Office website ([www.mebaplans.org](http://www.mebaplans.org)). These forms should be completed and filed in accordance with the procedures and time

limits that apply to the Medical Plan. All claims must be filed within one year from the date of rendered services.

If your claim is denied, in whole or in part, you'll receive a written notice from the Plan Office, within the following time frames:

<b>Type of Claim</b>	<b>Time Limit for Claim Determination</b>	<b>Extension Permitted</b>
Medical, Dental		
▪ Urgent Claims (as medically determined)	72 hours	None
▪ Pre-Service Claims	15 days	15 days
▪ Post-Service Claims	30 days	15 days
▪ Concurrent Claims (claims for ongoing course of treatment)	Prior to termination of care (if sufficient notice)	None
Life, Accidental Death and Dismemberment	90 days	90 days
Disability	45 days	Two 30 day extensions

If your claim lacks information required by the Plan Office to make a determination, you will be notified within a reasonable period of time. Extensions are permitted if the Plan Office determines that special circumstances beyond its control require an extension of time for processing the claim. In such case, you will be provided with written notice of the extension prior to the termination of the time for responding.

The Plan Office's notification of a claim denial will set forth the following:

- the reason(s) for the denial;
- references to the Plan provisions on which the denial is based;
- a description of any additional information that would complete or support you claim, and an explanation of why it's needed;
- if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the denial, the specific rule, guideline, protocol, or other similar criterion relied upon in making the determination: or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the denial and that a copy of the rule, guideline, protocol, or other similar criterion will be provided free of charge to you upon request;
- if the denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific 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 free of charge upon request; and

- an explanation of how you can get your claim reviewed, the time limits involved, and your right to bring a civil action upon an adverse determination on appeal.

**YOUR RIGHT TO APPEAL UNDER THE MEDICAL PLAN**

If you don't receive all of the benefits to which you feel you are entitled or if your claim is denied, you or your duly authorized representative may appeal the denial to the Board of Trustees within the following timeframe:

<b>Type of Claim</b>	<b>Time Limit for Appealing Denial</b>
Medical, Dental	180 days
Accidental Death and Dismemberment, Life Insurance	60 days
Disability	180 days

You may submit written comments, documents, records, and other information relating to the claim for benefits. In addition, upon request and free of charge, you may have reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits and, in the case of a disability claim, a listing of medical or vocational experts whose advise was obtained on behalf of the Plan in connection with the benefit determination.

**Determination on Appeal**

The Trustees will make a determination of your appeal with a reasonable period of time, but not later than the following:

<b>Type of Claim</b>	<b>Time Limit for Appeal Determination</b>	<b>Extension Permitted</b>
Medical, Dental		
<ul style="list-style-type: none"> <li>▪ Urgent Claims</li> </ul>	72 hours	None
<ul style="list-style-type: none"> <li>▪ Pre-Service Claims</li> </ul>	30 days	None
<ul style="list-style-type: none"> <li>▪ Post-Service Claims</li> </ul>	Regularly scheduled Trustees meeting (if claim received 30 days prior)	Next Trustees meeting
<ul style="list-style-type: none"> <li>▪ Concurrent Claims (claims for ongoing course of treatment)</li> </ul>	Prior to termination of care (if sufficient notice)	None
Life, Accidental Death and Dismemberment	Regularly scheduled Trustees meeting (if claim received 30 days prior)	Next Trustees meeting
Disability	Regularly scheduled Trustees meeting (if claim received 30 days prior)	Next Trustees meeting

If your claim is determined at a Trustees meeting, you will be notified of the determination upon review as soon as possible but no later than five days after the determination is made.

If the denial of a claim for Medical or Dental Benefits was based in whole or in part on a medical judgment, the Trustees will consult with a health care professional who is neither an individual who was consulted in connection with the denial that is the subject of the appeal, nor the subordinate of any such individual and who has appropriate training and experience in the field of medicine involved in the medical judgment. In addition, the determination on appeal will not afford deference to the initial claim denial.

The Trustees will provide a written notification of the benefit determination on review. In the case of denial, the notification will set forth the following:

- the specific reason or reason(s) for the denial;
- specific reference to Plan provisions on which the denial is based;
- a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits;
- if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, the specific rule, guideline, protocol, or other similar criterion relied upon in making the determination; 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 free of charge to you upon request;
- if the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and
- a statement of your right to sue under section 502(a) of ERISA.

### **TRUSTEE DISCRETION**

The Trustees shall have the exclusive right, power and authority, in their sole and absolute discretion, to administer, apply, construe and interpret the provisions of the Plans, the Plan documents and the terms used therein, as well as the associated trust agreements, and to decide all matters arising in connection with the operation or administration thereof. The authority of the Trustees includes, without limitation, the sole and absolute discretion to:

- take all actions and make all decisions with respect to the eligibility for, and the amount of, benefits payable;
- formulate, interpret and apply rules, regulations and policies necessary to administer this Plan and the trust agreements;
- decide questions, including legal or factual questions, relating to the determination and payment of benefits;
- resolve and clarify any ambiguities, inconsistencies or omissions arising under this Plan and the trust agreements; and
- process, and approve or deny benefit claims, and rule on any benefit exclusions or limitations.

All determinations made by the Trustees with respect to any matter shall be final, conclusive, and binding upon the employers, employees, participants, and their dependents. The Trustees shall be the sole judges of the standard of proof required in any matter. Any decision of the Trustees shall only be reversed by a court if such decision is determined to be arbitrary and capricious. Benefits under the Plans will be paid only if the Trustees determine, in their sole discretion, that the applicant is entitled to them.

### **RIGHT TO AMEND OR TERMINATE PLANS**

The Trustees reserve the right to amend or terminate any of the Plans at any time pursuant to the respective Declarations of Trust. Such amendments or modifications may be retroactive, if necessary, as determined by the Trustees in their discretion, to meet statutory requirements or for any other appropriate reason.

### **YOUR BENEFITS AND ERISA**

Participants in the Plans described in this Handbook are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, which is also known as ERISA.

ERISA provides that all Plan participants shall be entitled to:

- examine, without charge, at the Plan Office and at other specified locations, such as worksites and union halls, all Plan Documents, including insurance contracts, collective bargaining agreements, plan descriptions and copies of all documents filed by the Plan with the U.S. Department Labor, such as detailed annual reports;
- Obtain copies of all Plan Documents and other Plan information upon written request to the Plan Administrator. The Plan Office may make reasonable charge for the copies;
- receive a summary of the Plan's annual financial report. The Plan Office is required by law to furnish each participant with a copy of this summary annual report;

- obtain a statement telling you whether you have a right to receive a pension at normal retirement age, and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you don't 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 a year. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. These people -- known as "fiduciaries" of the Plan -- have a duty to operate the Plans 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 welfare benefit or exercising your rights under ERISA. As explained earlier in this section, if your claim for a pension or welfare benefit is denied in whole or in part, you will get a written explanation of the reason for the denial. You then have the right to appeal to the Trustees.

Under ERISA, you can also take action to enforce the rights described above. For example, if you request materials from the Plan and don't receive them within 30 days, you may file suit in federal court. The court may require the Plan Office to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If your claim for benefits is denied or ignored, in whole or in part, you also may file suit in a state or federal court. If it should happen that the Plan fiduciaries are misusing the Plan's money, or if you are being discriminated against for asserting your rights, you may seek assistance from the United States Department of Labor or file suit in federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the persons you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for instance, if it finds your claim frivolous.

If you have any questions about your Plans, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, US Department of Labor, listed in your telephone book. You also may contact the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington DC 20210.

Finally, please don't hesitate to contact the Plan Office in Baltimore if you have questions or problems with any of the Plans.

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**NOTE:** This section describes the major administrative provisions of the MEBA Medical and Benefits Plan, the MEBA Pension Trust, the 401(k) Plan, the MEBA Vacation Plan and the MEBA Training Plan. If anything in this Handbook conflicts with the provisions of the Plans, the terms of the actual Plan documents or other applicable documents will govern in all cases.

**As noted above, while the Board of Trustees expects to continue these Plans, the Board of Trustees may act at any time to amend or terminate any Plan described in this Handbook.**