This Summary of Material Modifications advises you of changes in the information contained in the MEBA Pension Trust – Defined Benefit Plan Summary Plan Description (“SPD”), as required by the Employee Retirement Income Security Act of 1974. The Trustees of the MEBA Pension Trust – Defined Benefit Plan (the “Plan”) have amended the Plan to: (i) provide that a Pensioner who has retired may return to work in a government vessel port engineer position without penalties if certain conditions are met; (ii) clarify that, if you are married on your Effective Date of Pension, the requirement that you have a properly filed election of an optional form of benefit on file with the Plan Office for two years prior to your Effective Date of Pension (or, alternatively, provide a Statement of Health) does not apply to an election for the 75% Regular Option; (iii) include rules regarding the Plan’s rights with respect to overpaid benefits; (iv) clarify that overlap days are to be counted as days of Covered Employment for purposes of determining Pension Credit under the Plan; (v) modify the Plan’s rules regarding Prohibited Employment; and (vi) modify the Plan’s claims and appeals procedures to comply with Department of Labor regulations related to claims and appeals for disability benefits. The SPD will be changed as described below:

**MARITIME EMPLOYMENT AFTER RETIREMENT**

Effective May 1, 2017, the Trustees amended the Plan to provide that a Pensioner who has retired may return to Covered Employment without being subject to penalties and without being deemed to be engaged in Prohibited Employment if: (1) such Pensioner is a Licensed Officer; (2) the Covered Employment relates to a government vessel port engineer position and such port engineer position cannot be filled due to a shortage of personnel and the only Licensed Officer available is a Pensioner; (3) both the Union and the prospective Employer attest in writing that the conditions in (2) are satisfied; (4) the Pensioner notifies the Trustees in writing in advance; and (5) the Pensioner receives the permission of the Trustees to return to Covered Employment. A Pensioner satisfying these conditions is permitted to return to Covered Employment for a period not to exceed 90 consecutive days unless an extension beyond such 90-day period is granted by the Trustees. A Pensioner’s restricted period will be suspended during such employment.

Accordingly, effective May 1, 2017, the following language is added at the end of the “Work in Maritime Employment Without Penalty” Subsection of the SPD Section entitled “Maritime Employment After Retirement” on page 24:

You may also work in Maritime Employment in a government vessel port engineer position without any penalty if all of the following conditions exist:

1. You are a Licensed Officer;

2. The Union and the Employer determines that a government vessel port engineer position cannot be filled due to a shortage of personnel and a pensioner is the only Licensed Officer available; and
3. You notify the Trustees in writing and receive the permission of the Trustees prior to returning to work.

If these conditions are satisfied, then you may return to Maritime Employment in a government vessel port engineer position for a period not to exceed 90 days unless an extension beyond such period is granted by the Trustees. Your restricted period will be suspended during such employment.

**75% REGULAR ANNUITY OPTION**

Effective May 25, 2017, the Trustees amended the Plan to clarify that, if you are married on your Effective Date of Pension, the requirement that you have a properly filed election of an optional form of benefit on file with the Plan Office for two years prior to your Effective Date of Pension (or, alternatively, provide a Statement of Health) does not apply to an election for the 75% Regular Annuity Option.

Accordingly, effective May 25, 2017, the following language is added at the end of the second paragraph under the “Optional Forms of Payment” Subsection of the SPD Section entitled “How Your Pension Can Be Paid” on page 17:

Notwithstanding anything in this SPD to the contrary, if you are married on your Effective Date of Pension, you may elect the 75% Regular Annuity Option without complying with the requirements of this paragraph.

**OVERPAYMENTS**

Effective August 24, 2017, the Trustees amended the Plan to include rules regarding the Plan’s rights with respect to overpaid benefits.

Accordingly, effective August 24, 2017, the following language is added at the end of the SPD Section entitled “Other Information” on page 33:

**Overpayments**

In the event an Employee, participant, pensioner, spouse, former spouse, alternate payee or beneficiary (hereinafter “Payee”) is paid benefits (“Benefits”) in excess of the amount to which he was entitled pursuant to the appropriate rules, Regulations and interpretations of the Plan, whether on the basis of the Plan’s error or the error or false statements of the Payee or a third party, the Payee is required to reimburse the Plan in full and the Plan shall be entitled to recover any such Benefits. Future benefit payments, if any, shall be made on the correct and appropriate basis.

The Plan has a constructive trust, lien, and/or an equitable lien by agreement in favor of the Plan on any overpaid Benefits received by the Payee or a representative of the Payee (including an attorney) that is due to the Plan under this Section, and any such amount is deemed to be held in trust by the Payee for the benefit of the Plan until paid to the Plan. By accepting benefits from the Plan, the Payee consents and agrees that a constructive trust, lien, and/or equitable lien by agreement in favor of the Plan exists with regard to any overpayment, and in accordance with that constructive trust, lien, and/or equitable lien by agreement, the Payee agrees to cooperate with the Plan in reimbursing it for all of its costs and expenses related to the collection of those Benefits.
Any refusal by the Payee to reimburse the Plan for an overpaid amount will be considered a breach of the Payee’s agreement with the Plan that the Plan will provide the Benefits available under the Plan and the Payee will comply with the rules of the Plan. By accepting Benefits from the Plan, the Payee affirmatively waives any defenses the Payee may have in any action by the Plan to recover overpaid amounts or amounts due under any other rule of the Plan, including but not limited to a statute of limitations defense or a preemption defense, to the extent permissible under applicable law.

If the Payee refuses to reimburse the Plan for any overpaid amount, the Plan has the right to recover the full amount owed by any and all methods which include, but are not necessarily limited to, offsetting the amounts paid against any future Benefits otherwise payable to or on behalf of such Payee.

The Plan also may recover any overpaid Benefits by pursuing legal action against the party to whom the Benefits were paid. In the event it is necessary for the Trustees to file suit against a Payee or other party in order to collect any amount owed to the Plan arising out of or related to an overpayment or erroneous payment, such Payee or other party shall reimburse the Trustees for all reasonable attorneys’ fees and costs of suit, and other professional fees and costs expended in connection with the Trustees’ collection of any amounts owed to the Plan or the enforcement of any of the Plan’s rights to reimbursement. In the event of legal action, the Payee shall also be required to pay interest at the rate determined by the Trustees from time to time from the date the Payee becomes obligated to repay the Plan through the date that the Plan is paid the full amount owed. The Plan has the right to file suit against the Payee in any state or federal court that has jurisdiction over the Plan’s claim.

In the case of a deceased Payee, the Plan’s rights apply to the decedent’s estate and the estate is required to comply with the Plan’s rules and procedures to the same extent as a Payee.

**OVERLAP DAYS**

At their May 24, 2017 meeting, the Trustees amended the Plan to clarify that overlap days are to be counted as days in Covered Employment for purposes of determining Pension Credit under the Plan.

Accordingly, effective May 24, 2017, the following language is added at the end of the “How Pension Credit is Calculated” Subsection of the SPD Section entitled “How Service Is Credited” on page 7:

*Overlap Days*

Covered Employment includes “overlap days,” which are days an Officer who first reports to work aboard a vessel and the Officer being relieved are both required to work, and for which both are paid a shipboard wage, regardless of whether the Employer pays contributions on behalf of such Officers for such days.

**PROHIBITED EMPLOYMENT**

Effective January 1, 2018, the Trustees amended the Plan to provide that if a Pensioner has worked in Prohibited Employment in any month and has failed to give timely notice to the Plan of such employment, the Trustees shall presume that he worked for at least five days in such month and any subsequent month before the Pensioner gives notice that he has ceased the employment. The Pensioner shall have the right to overcome such presumption by establishing that his work was not in fact an
appropriate basis, under the Plan, for suspension of benefits. The Trustees will inform all Pensioners at least once every 12 months of this presumption.

a. Accordingly, effective January 1, 2018, the following language is added at the end of the “Work in Maritime Employment with Penalties” Subsection of the SPD Section entitled “Maritime Employment After Retirement” on page 25:

If you work in Maritime Employment in any month and have failed to give timely notice to the Plan of such employment, the Trustees shall presume that you worked for at least five (5) days in such month and any subsequent month before you give notice that you have ceased the employment. You shall have the right to overcome such presumption by establishing that your work was not in fact an appropriate basis, under the Plan, for suspension of your benefits. The Trustees will inform all Pensioners at least once every 12 months of this presumption.

**DISABILITY CLAIMS AND APPEALS**

Effective April 1, 2018, the Trustees amended the Plan to comply with Department of Labor regulations related to claims and appeals for disability benefits.

a. Accordingly, effective for claims for disability benefits filed on or after April 1, 2018, the following language is added at the end of the “If Your Initial Application (or Claim) is Denied” Subsection of the SPD Section entitled “Claims and Appeals” on page 29:

**Initial Disability Claim Denial Involving Discretionary Determination of Disability by the Plan**

In the case of a denial of your claim for disability benefits that is based on a determination by the Plan (and not by a third party acting independent of the Plan such as the Social Security Administration (“SSA”)), that you are not disabled under the Plan rules, the Plan Office will provide you with a written notice of the denial that also contains the following information:

- A discussion of the decision, including an explanation of the Plan’s basis for disagreeing with or not following:
  - The views you presented to the Plan of health care professionals treating you and vocational professionals who evaluated you (if any);
  - The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse determination, even if the advice was not relied upon in making the benefit determination; and
  - A disability determination made by the SSA, if you provided it to the Plan;
- If the adverse 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 your medical circumstances, or a statement that such explanation will be provided free of charge upon request;
- A copy of the specific internal rules, guidelines, protocols, standards, or other similar criteria of the Plan relied upon in making the adverse benefit determination or, alternatively, a statement that such rules, guidelines, protocols, standards, or other similar criteria of the Plan do not exist;
• 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; and
• A statement regarding your right to bring a civil action under ERISA Section 502(a).

The written notice of denial will be provided in a culturally and linguistically appropriate manner clearly indicating how to access the language services provided by the Plan, if this applies to your claim. Additionally, a denial of your claim also includes a rescission of your disability coverage, unless it is attributable to a failure to timely pay required premiums of contributions towards the cost of coverage.

b. Accordingly, effective for claims for disability benefits filed on or after April 1, 2018, the following language is added after the first paragraph of the “If Your Written Appeal is Wholly or Partially Denied” Subsection of the SPD Section entitled “Claims and Appeals” on page 30:

Disability Decision on Appeal Involving Discretionary Determination of Disability by the Plan

Prior to issuing a denial of an appeal of a claim for a disability benefit that is based on a determination by the Plan (and not by a third party acting independent of the Plan such as the SSA), that you are not disabled under the Plan rules, the Plan Office will provide you, free of charge, with any new or additional evidence considered, relied upon, or generated by the Plan in connection with the claim, and/or with any new or additional rationale for denying the claim, as soon as possible and, to the extent possible, sufficiently in advance of the date the appeal is to be considered to give you a reasonable opportunity to respond prior to the date the appeal will be considered.

In the case of a denial of your appeal involving this type of disability benefits, you will receive a written notice of the denial that includes all of the information in the SPD subsection entitled “Initial Disability Claim Denial Involving Discretionary Determination of Disability by the Plan,” as well as the calendar date on which the contractual limitations period expires for the claim.

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If you have any questions regarding this change, contact the Pension Department at the Plan Office by calling 410-547-9111 or 800-811-6322. Keep this notice with your SPD so that when you refer to the SPD, you will be reminded of the change described in this notice.

Ann Gilchrist, Administrator