

**FIRST AMENDMENT
TO THE
RULES AND REGULATIONS
OF THE
MEBA MEDICAL AND BENEFITS PLAN
AS AMENDED AND RESTATED EFFECTIVE JANUARY 1, 2025**

At their February 25, 2025, meeting, the Trustees of the MEBA Medical and Benefits Plan (the “Plan”) approved amendment of the Plan’s Rules and Regulations effective July 1, 2025 to (a) close all MEBA Diagnostic Centers; (b) eliminate the travel expense reimbursement for Participants and eligible Dependents who undergo a diagnostic examination at a MEBA Diagnostic Center or Designated Alternate Clinic; (c) eliminate coverage for services provided at a Designated Alternate Clinic; and effective June, 1, 2025, and (d) permit active and retired sailing Participants who are eligible for medical benefits under the Plan to obtain an annual United States Coast Guard diagnostic exam at a Concentra location;

At their June 25, 2025, meeting, the Trustees approved amendment of the Plan’s Rules and Regulations effective June 1, 2025 to (e) provide one annual diagnostic exam per lifetime to registered individuals seeking to Ship, at a Concentra location; (f) provide one pre-employment drug test per lifetime to registered individuals seeking to Ship; and (g) cover blood work associated with annual diagnostic examinations to those recommended by the United States Preventive Services Taskforce without cost-sharing; and effective September 1, 2024 to (h) provide for coverage of Cologuard colorectal cancer screening test every three years;

At their June 25, 2025, meeting, the Trustees approved the restatement of Plan’s Rules and Regulations effective January 1, 2025;

Accordingly, the Plan’s Rules and Regulations as amended and restated effective January 1, 2025 is hereby amended as follows:

1. Effective June 1, 2025, Article I, Section 6 shall be amended to read as follows (***new language shown in bold italics***; deleted language shown in ~~strikethrough~~):

Notwithstanding any other provisions to the contrary, for an individual who is not an Eligible Employee or Dependent but is a registered individual seeking employment with an Employer and a physical is required in order to ship, the Plan will cover the expense of an annual ***diagnostic*** ~~physical~~ exam (***one per lifetime***) conducted at a ~~MEBA Diagnostic Center~~ **Concentra location and one Pre-Employment Drug Test (one per lifetime)**. ***In connection with this diagnostic exam***, ~~the~~ Plan will also cover expenses for blood work, tests and vaccinations necessary to ship conducted at a ~~MEBA Diagnostic Center~~ **Concentra location** (including benzene certification and mariner-required vaccinations including, but not limited to, COVID-19, MMR, polio, tetanus, varicella, hepatitis A, typhoid, yellow fever, influenza and smallpox).

2. Effective July 1, 2025, Article VI, Section 1(a) shall be amended to read as follows, (***new language shown in bold italics***; deleted language shown in ~~strikethrough~~):

Except as provided in Sections 3(e)(1), 3(f) and (g) of this Article VI, if an Eligible Employee or his Dependent incurs a Covered Medical Expense (as defined herein) other

than a Hospital Expense (as defined herein), as a result of an accidental bodily injury or disease, a benefit shall be payable to the Eligible Employee in an amount equal to 60% of such Expense. Notwithstanding the preceding sentence, Covered Medical Expenses described in Section 3(e)(14) thru **(18)** and Sections **3(e)(23) and (24)** and Sections **3(e)(27)-(36)** shall be payable in an amount equal to 100% of such Expense up to the specified dollar limit.

3. Effective January 1, 2025, Article VI, Section 3(e)(1) shall be amended by adding the following new paragraph (E):

- E. Step Therapy Program

Effective January 1, 2025, certain prescription drugs and medicines (as determined from time to time by the Trustees) are covered subject to step therapy requirements, under which preferred drug(s) or medicine(s) must be used before receiving authorization for coverage of a non-preferred drug or medicine.

4. Effective July 1, 2025, Article VI, Section 3(e) paragraph (14) shall be amended to read as follows, (deleted language shown in ~~strike~~through):

(14) gynecological examinations and related tests ~~performed outside an MEBA diagnostic center~~.

5. Effective July 1, 2025, Article VI, Section 3(e) paragraph (15) shall be amended to read as follows, (deleted language shown in ~~strike~~through):

(15) one baseline mammogram for women age 35 to 39 and routine mammograms for women age 40 and older ~~performed outside an MEBA diagnostic center~~.

6. Effective September 1, 2024, Article VI, Section 3(e) paragraph (18) shall be amended to read as follows, (deleted language shown in ~~strike~~through):

(18) routine colonoscopies, once every five (5) years (or a Cologuard colorectal cancer screening test every ~~five (5)~~ **three (3)** years), for participants age 45 and older and their Dependents age 45 and older; and once every five (5) years, beginning at the earlier of age 40 or ten (10) years before the youngest case in the first-degree relative (i.e., a parent, sibling, or child) for participants and their Dependents with a family history of colorectal cancer or adenomatous polyps in any first-degree relative before age 60 or in two (2) or more first-degree relatives at any age (if not a hereditary syndrome).

7. Article VI, Section 3(e) shall be amended to include new paragraphs (34), effective July 1, 2025, and (35), effective June 1, 2025, to read as follows, with subsequent sections renumbered accordingly:

(34) coverage of one annual diagnostic examination each calendar year, payable at 100%, provided the Eligible Employee or Dependent uses a PPO provider.

(35) coverage for active and retired sailing Participants of one annual United States Coast Guard (“USCG”) diagnostic exam (with or without benzene labs), payable at 100%, provided the services are performed at a Concentra location. No preauthorization is required for a USCG diagnostic exam without benzene labs, but preauthorization is required for a USCG

diagnostic exam with benzene labs. For the avoidance of doubt, the exam provided under this paragraph (35) is in addition to the benefit provided under paragraph (34).

8. Effective July 1, 2025, Article VI, Section 3(e)(36) shall be amended to read as follows, to clarify that occupational therapy under the section is covered at 100% (new language shown in ***bold italics***):

(36) occupational therapy prescribed and performed by a Licensed Qualified Provider, but not to exceed when combined with the physical therapy benefit set forth in Section 3(e)(9) of this Article, a maximum of thirty (30) visits per person annually ***payable at 100%***. Notwithstanding the foregoing, no maximum visit limitation shall apply to any occupational therapy treatment for a mental health condition or substance use disorder.

9. Effective July 1, 2025, Article VI, Section 3(p) shall be amended to read as follows, (***new language shown in bold italics***; deleted language shown in ~~strikethrough~~):

~~Blood work associated with an annual diagnostic examination performed at a location other than a MEBA Diagnostic Center or Designated Alternate Clinic or Designated Alternate Clinic as permitted under Article VI, Sections 3(e)(34) and (35) Article XIV, Section 1, is payable at 100%, provided the Eligible Employee or Dependent uses a PPO Provider or Concentra location to the extent such blood work is part of an annual diagnostic examination performed at a MEBA Diagnostic Center or Designated Alternate Clinic, including: bilirubin (direct), gamma glutamyl transferase, hemoglobin A1C, TSH, uric acid, urinalysis (complete), CBC (includes differential and platelets), iron (total and total iron binding capacity), lipid panel, standard (profile), comprehensive metabolic panel, RPR (diagnosis, with reflect to titer and confirmatory testing). In addition, for women age 45 and over: HS-CRP, and for men age 45: HS-CRP, and PSA (total). In addition to the list of covered blood work as part of an annual diagnostic examination described in this Section, the Plan covers any additional bloodwork included in recommendations made by the United States Preventive Services Task Force.~~

10. Effective July 1, 2025, Article VI, Section 4(a) shall be amended to read as follows, (deleted language shown in ~~strikethrough~~):

General health examinations and routine immunizations, except as provided in Section 3(e) of Article VI and Article XIV.

11. Effective July 1, 2025, Article VI, Section 9(a) shall be amended to read as follows, (***new language shown in bold italics***; deleted language shown in ~~strikethrough~~):

The Plan will contract for an optional form of coverage with a PPO through which the Plan will be billed at reduced rates for certain charges received from participating Health Care Facilities and physicians. All PPO co-pays shall be \$20, and when participating PPO providers are used, the Plan's payment will be 90% for hospital charges and 80% for medical and mental health charges, after applicable co-pays, except as provided under Article VI, Section 3(e)(14)-(18), (23), (24) and (27)-(33)(35); and Article VI, Sections 3(f) and (g). Even when a non-PPO provider is used, the Plan's payment will be 80% of Allowable medical charges where a good faith effort is made by the Eligible Employee or Dependent to use a PPO provider.

12. Effective July 1, 2025, Article VIII, Section 2(a) paragraph (1) shall be amended to read as follows, (***new language shown in bold italics***; deleted language shown in ~~strikethrough~~):

(1) If a Pensioner or his Dependent incurs a Covered Medical Expense, as defined in Article VI, except for the benefits provided in Sections 3(e)(14), (15), (17), (24) and (27)-(33)(35), and Section 3(h) of Article VI, as a result of accidental bodily injury or disease, a benefit shall be payable to the Pensioner in an amount equal to 60% of the medical benefits similar to those provided under the federal Medicare program on behalf of himself and his Dependent spouse, provided the individual incurring such medical expenses is not eligible to receive benefits under the federal Medicare program. All medical benefits provided hereunder are subject to an Annual Deductible as set forth in Schedule J. The applicable Deductible Amount may be satisfied by the Pensioner and his Dependent(s) only by incurring, within the calendar year, Covered Medical Expenses of the kind or kinds which are subject to said Deductible Amount, in an amount equal to said Deductible Amount. Notwithstanding the foregoing, a Pensioner or Dependent who is otherwise covered under this Section 2(a) of Article VIII shall not be covered with respect to prescription drug and over-the-counter medication benefits. Except as otherwise noted, the benefits payable hereunder shall be subject to the provisions of Article VI. The benefits set forth in Sections 3(e)(1), (13) and (16) and Section 3(h) of Article VI are not provided. Notwithstanding the preceding sentence, the benefits set forth in Sections 3(e)(14), (15), (17), (24) and (27)-(33)(34) of Article VI are provided for non-Medicare Eligible Pensioners and their Eligible Dependents and shall be payable at 100%. The benefit set forth in Article VI Section 3(e)(35) is payable at 100% but is provided only for sailing Pensioners.

13. Effective July 1, 2025, Article VIII, Section 2(b) paragraph (1) shall be amended to read as follows, (***new language shown in bold italics***; deleted language shown in ~~strikethrough~~):

(1) If a Pensioner or his Dependent incurs a Covered Medical Expense, as defined in Article VI, except for the benefits provided in Sections 3(e)(1), (14), (15), (17), (24) and (27)-(35), and Section 3(h) of Article VI, as a result of accidental bodily injury or disease, a benefit shall be payable to the Pensioner in the amount equal to 60% of such expense subject to an Annual Deductible in accordance with Schedule J hereof. All medical benefits provided hereunder (other than prescription drug and over-the-counter medication benefits) are subject to an Annual Deductible as set forth in Schedule J. The applicable Deductible Amount may be satisfied by the Pensioner and his Dependent(s) only by incurring, within the calendar year, Covered Medical Expenses of the kind or kinds which are subject to said Deductible Amount, in an amount equal to said Deductible Amount. Except as otherwise noted, the benefits payable hereunder shall be subject to the provisions of Article VI. Pensioners who qualify for benefits under this subsection (b) who reside in the geographic areas referred to in Section 1 of Article VII may elect to be covered under any of the Alternate Medical Plans referred to in Article VII in lieu of the coverage under this Article VIII. In the event such an election is made, the provisions of Article VII shall apply to the Pensioner and his Dependents. The benefits set forth in Article VI are not provided to Pensioners and his Dependents who are otherwise covered by an Alternate Medical Plan, under Article VII. The benefits set forth in Sections 3(e)(13) and (16) and Section 3(h) of Article VI are not provided to a Pensioner or his Dependent under this Article VIII, Section 2(b). Notwithstanding the preceding sentence, the benefits set forth in Sections 3(e)(14), (15), (17), (24), (27) - (34) of Article VI are provided for non-Medicare Eligible Pensioners and their Eligible Dependents and shall be payable at 100%; the benefit set forth in Section 3(e)(35) shall be payable at 100%, but is available only for sailing Pensioners.

14. Effective July 1, 2025, Article VIII, Section 4(a) shall be amended to read as follows, (*new language shown in bold italics*; deleted language shown in ~~strikethrough~~):

The Plan will contract for an optional form of coverage with a PPO through which the Plan will be billed at reduced rates for certain charges received from participating Health Care Facilities and physicians. This coverage will not be available to Pensioners and their Dependents who are eligible for coverage under the federal Medicare program. Effective January 1, 2024, eligible Pensioners with 20 or more years of pension credit and their Dependents who select health care providers participating in the PPO shall receive benefits as follows: a) All PPO co-pays shall be increased from \$10 to \$20; b) The Plan's payment will be 90% for hospital charges and 80% for medical and mental health charges, after applicable co-pays, except as provided under Article VI, Sections 3(e)(14), (15), (17), (24), and (27)-(35). Eligible Pensioners with less than 20 years of pension credit (exclusive of credit for "Prior Maritime Employment" pursuant to Section 3.04 of the MEBA Pension Trust Regulations) and their Dependents will be covered under Section 2(a)(1) of Article VIII but will be billed at reduced rates if they select health care providers participating in the PPO. Even when a non-PPO provider is used, the Plan's payment will be 80% of Allowable medical charges where a good faith effort is made by the Eligible Employee or Dependent to use a PPO provider.

15. Effective July 1, 2025, Article VIII, Section 7 shall be amended to read as follows, (*new language shown in bold italics*; deleted language shown in ~~strikethrough~~):

Subheading shall be amended to read as follows:

~~Optical, and Hearing Aid and Diagnostic Center Benefits~~

Upon qualification for a pension from the MEBA Pension Trust and until his death and during the period he continues to be entitled to such pension, a Pensioner and his Dependents shall be eligible for the benefits set forth in Section 2 of Article XI and Article XII and XIV (Article VI, Section 3(e)(34) for annual diagnostic examinations and Article VI, Section 3(e)(35) for annual USCG diagnostic examinations for sailing Pensioners) of the Plan.

16. Effective July 1, 2025, Article XIV shall be amended in its entirety, and shall read as follows:

Effective July 1, 2025, the provisions of Article XIV no longer apply; on and after July 1, 2025, the provisions of Article VI, Section 3(e)(34) for annual diagnostic examinations, and Section 3(e)(35) for annual USCG diagnostic examinations for active and retired sailing Participants apply.

17. Effective July 1, 2025, Article IX, Section 4(a), shall be amended to read as follows, (deleted language shown in ~~strikethrough~~):

When eligible, an Employee described in Section 1(a) of this Article IX shall be entitled to the Life Benefit and Accidental Death and Dismemberment benefits pursuant to Articles III and IV hereof and such Employee shall also be entitled, for himself and his Dependents, to the benefits provided under Articles VI, XI, XII, XIV, and XV hereof. An Employee who retires from the Administrative Plan Office under the MEBA Pension Trust shall also be eligible for benefits as a Pensioner under Article VIII.

18. Effective July 1, 2025, Article X, Section 3 shall be amended to read as follows, (deleted language shown in strikethrough):

When eligible, each regular office employee of the Union shall be entitled to the Life Benefit and Accidental Death and Dismemberment benefits pursuant to Articles III and IV hereof and such Employee shall also be entitled, for himself and his Dependents, to the benefits provided under Articles VI, XI, XIV, and XV hereof. An employee of the Union who retires under the MEBA Pension Trust shall also be eligible for benefits as a Pensioner under Article VIII.

19. Effective July 1, 2025, Article XVI, Section 1(b) shall be amended to read as follows, (deleted language shown in strikethrough):

No benefits shall be payable under Articles V, VI, VIII, XI, XII, XIV, and XV of the Plan unless notice of or claim for benefit is received by the Plan Office within twelve (12) months from the date service or treatment is rendered.

Adopted in Principle: June 25, 2025

Effective Dates as provided in the amendment.

Language Approved: November 14, 2025



Adam Vokac, Chairman



Edward Hanley, Secretary