

**MEBA Vacation Plan**  
**Summary Plan Description**

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**November 2019**

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## ***Introduction***

If you have any questions about the MEBA Vacation Plan or this Summary Plan Description, please contact the Plan Office in Baltimore

## ***Coverage by the MEBA Vacation Plan***

*A “Participating Employer” is any Employer who is required to make contributions to the Plan according to a collective bargaining agreement with the District No. 1 – Pacific Coast District, MEBA (“Union”).*

*“Covered Employment” is work for which a Participating Employer is required to make contributions to the Plan on your behalf. Travel time to join a vessel in a foreign port*

The MEBA Vacation Plan (“Plan”) provides benefits for your non-working days. The Plan also pays wages for Port Relief employment.

This Summary Plan Description (“SPD”) provides a brief summary of the benefits available under the Plan. The Plan’s formal document is the Rules and Regulations Providing Benefits of the MEBA Vacation Plan (“Rules and Regulations”). This SPD covers only the major provisions of the Rules and Regulations. The formal provisions are set forth in the Rules and Regulations. This SPD does not change or otherwise interpret the terms of the Rules and Regulations. Your rights can be determined only by referring to the Rules and Regulations and the Trust Agreement which governs the Plan, both of which are available for your inspection as described in this SPD.

Please note that only the Board of Trustees has any authority to interpret the Rules and Regulations, the Trust Agreement, or this SPD. If you have any questions about your benefits, do not rely on anyone’s oral advice, but write to the Plan Office and you will receive a written reply to your inquiry.

If any information in this SPD is inconsistent with the Rules and Regulations, the provisions of the Rules and Regulations will govern in all cases. The Board of Trustees reserves the right to amend, modify or terminate this SPD, and the Rules and Regulations (in whole or in part) at any time and from time to time.

## **Who Is Eligible**

You are eligible to receive vacation benefits after you complete at least 30 days of Covered Employment within a 720-day period for which vacation benefits have not previously been paid.

However, you may receive vacation benefits based on less than 30 days of Covered Employment, provided you have no carryover vacation when you file your application and you take all of the vacation earned on the less than 30 days of Covered Employment.

*is considered Covered Employment for purposes of the Plan, unless otherwise provided in your collective bargaining agreement. Travel time to a domestic port or returning from a vessel is not considered Covered Employment. In addition, overlap days are not considered Covered Employment, unless contributions are required for overlap days under your collective bargaining agreement.*

### ***How Vacation Benefits are Earned***

### **Amount of Vacation Benefits**

Vacation benefits are earned according to the collective bargaining agreement (“CBA”) you work under. The benefits you receive depend on the terms of your CBA, the type of vessel you’re working on, your days of Covered Employment, and your rating.

### **Vacation Benefits for Working More Than 30 Days in Covered Employment**

If you work more than 30 days in Covered Employment, you will receive vacation benefits on a prorated basis for the days in excess of 30. For example, if you are a Second Assistant Engineer and based on your CBA you accrue 26 days of vacation for every 30 days of employment and you work on a vessel for 45 days, you would earn a total of 39 vacation days:

- 26 vacation days for the first 30 days of Covered Employment, and
- 13 vacation days for the remaining 15 days of Covered Employment.

If you work less than 30 days in Covered Employment, you may receive prorated vacation benefits provided you have no carryover vacation at the time you apply for benefits. You

## ***Maximum Vacation Benefits That You Can Earn***

*There are limits on how many vacation days you can earn and how long you can wait before using them.*

*It's important to understand these maximum benefits rules. Unless an exception applies, you won't earn vacation benefits on work in excess of 315 days in a 720 day period, and you will lose vacation benefits earned for work which was more than 720 days before your most recent day of covered employment.*

must take all the benefits you earned for the less than 30 days of Covered Employment.

## **Maximum Employment Period - The 315-Day Rule**

You may earn vacation benefits on a maximum of 315 days of Covered Employment within any period of 720 consecutive days. This means that if you work more than 315 days within any 720 day period, you will not earn vacation benefits on the work that exceeds 315 days. The maximum vacation benefit earned shall be that vacation earned through the end of the voyage in which the 315th day of Covered Employment occurred. Note: the 315 days of Covered Employment and the 720 consecutive calendar day period resets each time vacation is applied for.

There are three exceptions to the "315-day rule":

- If your 315th day of Covered Employment occurs while you are on a voyage, you may complete that voyage and earn benefits for all days of Covered Employment during that voyage.
- If an authorized Union official certifies in writing that a licensed officer is not available to relieve you at the end of the voyage in which your 315th day of Covered Employment occurs and gives you written permission to take another voyage, you may earn vacation benefits for all days of Covered Employment during that voyage.
- The 315-day rule does not apply to Covered Employment on a "Ready Reserve Fleet" vessel in "Reduced Operating Status" or on sea trials.

## **Maximum Benefit Accrual Period - The 720-Day Rule**

You can only receive vacation benefits for Covered Employment worked within a 720 consecutive day period. The 720 day period either ends on your most recent day of Covered Employment, or begins on the oldest day of Covered Employment for which you have not taken vacation. Your benefit will be based on whichever period provides you with the most vacation benefits. You will forfeit vacation benefits earned for days of Employment

which were worked outside of the 720 day period. For example:

*Engineer A worked in Covered Employment from 2/1/15 through 4/15/15 and from 1/15/16 through 4/10/16. He did not apply for vacation benefits. He returned to work on 1/3/17 and continued to work until 4/17/17. By counting backwards 720 days from his most recent day of Covered Employment (4/17/17), benefits for employment from 4/27/15 through 4/17/17 are payable. Benefits for employment from 2/1/15 through 4/27/15 are forfeited because they were earned outside of the 720 day period.*

There are three exceptions to the “720-day rule”:

- If the 720th consecutive day occurs while you are on a voyage, you may complete that voyage without the 720 day rule causing you to forfeit vacation benefits you were entitled to when the voyage began.

For example:

*Engineer B worked from 8/25/15 through 9/30/15 and did not apply for vacation benefits. He returned to work on 6/5/17 and was on a voyage on 8/13/17, which was the 720th day since 8/25/15. The voyage ended 9/2/17. Although benefits earned before 9/14/15 are before the 720 consecutive day period counting backwards from his most recent day of Covered Employment (9/2/17), based on the completion of the voyage exception to the 720 day rule, he does not forfeit the benefits earned from 8/25/15 thru 9/13/15.*

It’s important to understand these maximum benefits rules. Unless an exception applies, you won’t earn vacation benefits on work in excess of 315 days in a 720 day period, and you will lose vacation benefits earned for work which was more than 720 days before your most recent day of covered employment.

- If a Union official certifies in writing that a licensed officer is not available to relieve you at the end of the voyage during which the 720th consecutive day occurs and gives you written permission to take an additional voyage, you may

take the additional voyage without the 720 day rule causing you to forfeit vacation benefits you were entitled to when the first voyage began.

Continuing the previous example:

*No relief was available at the end of the voyage on 9/2/17, so Engineer B began a second voyage with written permission on 9/3/17 and continued to work until 10/8/17. Because his 720th day occurred while he was on the first voyage and he had written permission to take a second voyage, no benefits that he was entitled to when the first voyage began are forfeited because of the 720 day rule.*

- The 720-day rule does not apply to Covered Employment on a “Ready Reserve Fleet” vessel in “Reduced Operating Status” or on sea trials.

### ***Other Vacation Rules***

#### ***No “fill in the gaps”***

*You can’t “fill in the gaps” in prior Covered Employment with vacation days.*

### **Vacation Days and Other Benefits**

Your vacation days do not count as days of Covered Employment for earning vacation benefits. However, vacation days are counted for earning Pension Credit as defined under the Pension Trust and for eligibility under the MEBA Medical and Benefits Plan.

### **Computing Vacation Pay**

Your vacation pay varies depending on the type of vessel and the daily wage rates you were paid while earning vacation benefits in accordance with the CBA you worked under. Contact the Plan Office for more information.

### **When Your Vacation Starts**

Your vacation period usually starts on the day following your last day of Covered Employment, unless you specifically request a later start date when you file your “Application for Vacation Pay.” If you request a vacation start date that’s later than the date you file your “Application for Vacation Pay”, benefits will not be paid until the vacation period begins.

You may not request a vacation start date that’s earlier than your last day of Covered Employment. In other words,



vacation days cannot be used to “fill in the gaps” in prior employment.

### **Partial Vacations**

When applying for vacation, you may elect to take all of your vacation (including “Converted Overtime” vacation) or you may elect to take only part of your vacation and carry over the balance.

If you take a partial vacation, the balance you carry over may not be more than 90 days of vacation based on regular Covered Employment and an additional 90 days based on “Converted Overtime.” Your election to take a partial vacation must be made at the time you apply for vacation benefits.

At the end of your partial vacation, you may return to work in Covered Employment or you may extend your partial vacation.

In general, you may extend a partial vacation up to five times. Please refer to the Rules and Regulations regarding special conditions associated with extending partial vacation, or call the Plan Office. On your fifth extension, you must take the remaining balance of all your regular and “Converted Overtime” vacation days.

If you work in Covered Employment between a partial vacation and any extensions of a partial vacation, you cannot receive vacation benefits earned on that Covered Employment until you take all of your carryover vacation or until you work at least 30 days in Covered Employment.

### **General Rule for Filing For Vacation While Working in ROS For Benefits Earned While Working in FOS or ROS**

In the case of MARAD and MSC vessels, where authorized in an applicable collective bargaining agreement, Participants who return to Reduced Operating Status (ROS) service aboard a vessel may receive vacation benefits earned in Full Operating Status (FOS) while they are working in ROS, provided that the benefits were earned while working in FOS aboard a MARAD or MSC vessel. Participants working in ROS may also receive vacation benefits earned while working in ROS. In either case, in order to be eligible

to receive benefits, discharge papers must be submitted for the period up to the day prior to submission of the application for benefits. The vacation period will only be placed prospectively from the last day of covered employment, be it FOS or ROS. Pension credit under the MEBA Pension Trust or credit towards eligibility under the MEBA Medical and Benefits Plan for both the FOS/ROS vacation time and the overlapping FOS/ROS employment will not be granted.

### **Special Rule For Work Aboard MARAD or MSC Vessels**

A Participant may elect to file for vacation benefits earned while serving aboard a MARAD or MSC vessel while actively working in ROS. In order to be eligible to receive benefits, discharge papers must be submitted for the period up to the day prior to submission of the application for benefits. Upon payment of vacation benefits, the vacation period associated with the payment will only be placed prospectively from the last day of Covered Employment, be it FOS or ROS. Pension credit under the MEBA Pension Trust or credit towards eligibility under the MEBA Medical and Benefits Plan for both the FOS/ROS vacation time and the overlapping FOS/ROS employment will not be granted.

This may be best explained using some examples.

### **FOS Vacation During ROS Employment**

#### **Example 1**

An individual returns from 60 days of FOS service aboard either a MARAD or MSC vessel (not applicable to Deep Sea FOS service) on January 31, returns to ROS service on February 1 and remains so employed for purposes of this example. During his FOS employment, the individual earned 60 days of vacation. He files to receive the vacation earned in FOS on February 1. Benefits are paid and the vacation period begins on February 1 and runs from February 1 through April 1, the date the vacation period ends. In this case, the last day of covered employment before filing for the vacation earned in FOS was January 31. There is no retroactive effective date of the vacation before the last day of covered employment, and proof of all employment up to the day prior to the start of the vacation

period must be submitted at the time the vacation application is submitted.

### **Example 2**

A different individual aboard the same vessel also returns from FOS service aboard either a MSC or MARAD vessel (not applicable to Deep Sea FOS service) on January 31, returns to ROS service on February 1 and remains so employed for purposes of this example. During his FOS employment, the individual earned 60 days of vacation. He files to receive the vacation earned in FOS on March 15. In this case, benefits are paid and the vacation period begins on March 15 and runs from March 15 through May 13, the date the vacation period ends. In this case, the last day of covered employment before filing for the earned vacation was March 14. There is no retroactive effective date of the vacation before the last day of covered employment, and proof of all employment up to the day prior to the start of the vacation period must be submitted at the time the vacation application is submitted.

### **ROS Vacation During ROS Employment**

#### **Example**

An individual is employed aboard a MARAD or MSC vessel in ROS on January 1, and remains so employed for purposes of this example. He files to receive the vacation earned in ROS on November 1. During his ROS employment, the individual earned 15 days of vacation. Benefits are paid and the vacation period begins on November 1 and runs from November 1 through November 15, the date the vacation period ends. In this case, the last day of covered employment before filing for the vacation earned in ROS was October 31. There is no retroactive effective date of the vacation before the last day of covered employment, and proof of all employment up to the day prior to the start of the vacation period must be submitted at the time the vacation application is submitted.

### ***Required Time Off***

*At the discretion of the Plan's Trustees, you may be required to take time off without pay for some number of days during a*

### **Work During Vacation**

To receive vacation benefits, you must be off the vessel for the full period of your vacation, unless your CBA specifically provides otherwise. Normally, you may not work in Covered Employment (including "Port Relief")

*year. This period of required time off will follow your vacation.*

### **No Cash Allowances**

*No cash allowances will be paid in lieu of taking vacation.*

during your vacation period. Vacation must be taken in one continuous period. When you apply for vacation benefits you will be paid on a pro-rata basis for all accumulated work performed to the date of your application for benefits. If you fail to submit proof of all accumulated work performed to the date of application, you may lose vacation benefits earned on the period of employment not submitted.

### **Early Return From Vacation**

You may not return to Covered Employment until your vacation period ends unless you have the prior written permission of the Union. If you receive permission, then any “early return days” must be made up before your next vacation period starts.

If you return to Covered Employment early without the prior written permission of the Union, you will not earn vacation benefits for your next 180 days of Covered Employment (i.e., actual vacation wages will not be paid, and credit will not be given for Pension Plan, Medical Plan, and Training Plan purposes). The loss of 180 days is of vacation benefits and associated credits and does not affect credits earned for the Covered Employment worked on the early return days. The penalty applies to all vacation days earned for 180 days of employment, regardless of the number of vacation days actually earned. For example, if you return to Covered Employment early without written permission of the Union in a position that earns vacation benefits at a 27/30 rate, then you would lose 27 days of vacation for every 30 days of employment.

The Trustees may determine that circumstances exist that require participants to return to Covered Employment early (for example, in the case of an emergency situation such as war or a personnel shortage). In that case, the Union may request that you return to work early as needed to fill a position. This is known as a “Special Early Return.” If this happens, you will have the choice to either make up the early return days before your next vacation period (the same as other early returns) or you may elect to use the Special Early Return rules and not make up the days.

However, if you decide not to make up the days and use the Special Early Return rules, you are only eligible for one Pension credit day per day and you will forfeit the duplicate day of credit for Pension Plan purposes. The wages for the

original vacation day and the earned wages for the employment day will both count towards pay for Pension purposes. In addition, other contractual wages and benefits apply: wages remain as per the CBA (i.e., vacation wage and shipboard pay); MPB as per the CBA; and credit for Medical Plan and Training Plan purposes. When a Special Early Return is elected, Participants cannot move that credit or wages to an open period.

You cannot work "Port Relief" while on vacation unless you have permission to return to work early, signed by an authorized Union Official.

### **Converting Overtime or Supplemental Pay**

Unless prohibited by your CBA, you may elect to convert all or part of your overtime or "Supplemental Pay" to vacation days. Such election must be made at the beginning of the voyage. An authorized Participating Employer representative must complete and sign the "Converted Overtime Worksheet."

Your "Converted Overtime Worksheet" must be filed with your "Application for Vacation Pay." If you apply for both "Converted Overtime" vacation days and regular vacation days, your "Converted Overtime" vacation days will be paid before your regular vacation days. A period of vacation based on "Converted Overtime" or supplemental pay must be taken immediately preceding the regular vacation period.

Here's the formula for converting overtime or supplemental pay to vacation days:

$$\begin{array}{c} \text{Gross Overtime or Supplemental Pay} \\ \text{divided by} \\ \text{Daily Vacation Wage} \\ \text{equals} \\ \text{Vacation Days} \end{array}$$

### **Travel Time**

Travel time to a vessel in a foreign port is creditable for vacation purposes unless otherwise provided in your CBA. Travel time to a vessel in a Port located in the U.S. is not creditable for vacation purposes. Travel time from a vessel

### ***Applying for Vacation Pay***

*You may authorize the Plan to pay union dues or service charges from your vacation benefits.*

in a U.S. or foreign Port is not creditable for vacation purposes.

### **Survivor Benefits**

If you die with any unpaid vacation benefits, they will be paid to the beneficiary you designate on your MEBA Vacation Plan Beneficiary Designation Form. It is important that you keep your Beneficiary Designation Form up to date. If there is no designated beneficiary on file with the Plan, vacation benefits will be paid to your spouse, if any. If there is no spouse, benefits will be paid to your children, in equal shares. If you have no children, benefits will be paid to your estate.

### **How to Apply**

To receive your vacation pay, you must complete an “Application for Vacation Pay” (available from any Plan office location listed below or the MEBA Plans website) and attach the following:

- Voucher of last vacation benefit check;
- All pay vouchers issued since your last vacation period;
- Copies of original Coast Guard discharge papers covering sea voyages since your last vacation;
- Employer payroll vouchers for all port time, unearned wages, or travel time to a vessel in a foreign port, if applicable (Vacation benefits are not payable for travel time from the vessel);
- Proof that Social Security, Medicare, and State taxes, if applicable have been paid in full by your Employer for the year for which the vacation benefits apply (if proof is not submitted Social Security taxes will be withheld);
- Application for “Converted Overtime Worksheet,” if applicable;
- Early Return form, if applicable
- Letter from an authorized Union official granting permission for early return to employment or

sailing beyond the 315-day or 720-day limits, if applicable; and

- Carryover Form, if you took a partial Vacation.

Sign and return your “Application for Vacation Pay” to the address indicated on the form or to any of the following Plan office locations via regular mail or email:

**BOSTON**

Marine Industrial Park  
12 Channel Street, Suite 606  
Boston, MA 02210  
Email – Boston@mebaplans.org  
Tel – 617-261-2338 or 2339

**CLEVELAND**

1322 Old River Road, 3rd Floor  
Cleveland, OH 44113  
Email – Cleveland@mebaplans.org  
Tel – 216-579-6322

**JACKSONVILLE**

550 Balmoral Circle North, Suite 308  
Jacksonville, FL 32218  
Email – Jacksonville@mebaplans.org  
Tel – 904-765-6100

**NEW ORLEANS**

811 Carondelet Street  
New Orleans LA 70130  
Email – NewOrleans@mebaplans.org  
Tel – 504-523-5542

**NORFOLK**

6325 North Center Drive, Suite 100  
Norfolk, VA 23502  
Email – Norfolk@mebaplans.org  
Tel – 757-440-2427

**OAKLAND/SAN FRANCISCO**

548 Thomas L. Berkley Way  
Oakland, CA 94612  
Email – OaklandOutport@mebaplans.org  
Tel – 510-291-4917

**SEATTLE**

5210 12th Street, East  
Fife, WA 98424  
Email – Seattle@mebaplans.org  
Tel – 206-762-0803

In addition, you may file your application at any of the following offices of the Union. These offices cannot process your Application or issue you a check, but they will forward your application to the Plan Office in Baltimore.

**BALTIMORE**

1003 Eastern Avenue  
Baltimore, MD 21202  
Tel – 410-685-5353 or 5354

**CHARLESTON**

4706 A Spruill Avenue  
North Charleston, SC 29405  
Tel – 843-744-5088

**HONOLULU**

521 Ala Moana Boulevard, Suite 254  
Honolulu, HI 96813  
Tel – 808-533-1910

**HOUSTON**

316 Broadway  
Houston, TX 77012  
Tel – 713-923-9424

**JACKSONVILLE (Port Relief Only)**

550 Balmoral Circle North, Suite 308  
Jacksonville, FL 32218  
Tel – 904-765-6100

**LOS ANGELES/WILMINGTON**

World Port Business Center  
1891 N. Gaffey Street, Unit 211  
San Pedro, CA 90731  
Tel – 310-548-7358

**NEW YORK**

37 Edward Hart Drive  
Jersey City, NJ 07035  
Tel – 201-433-7700



TAMPA  
4333 South 50th Street  
Tampa, FL 33619  
Tel – 813-247-7223

## ***Port Relief***

*A collective bargaining agreement may provide for different day equivalents for the Port Relief vacation factor.*

## **Port Relief Employment and Wage Rates**

A “Port Relief” officer may be employed if the regular officer(s) leave(s) a vessel which is in a port in the continental United States, Puerto Rico or Hawaii, during weekends, holidays or at night. No Port Relief is required if the vessel is in lay up or when the vessel is not in commission.

“Port Relief” wages depend on the type of vessel, the employment period and the Participating Employer.

## **Port Relief Employment and Other Benefits**

“Port Relief” wage rates have a vacation factor built into them, so no vacation benefits are earned from “Port Relief” employment. However, “Port Relief” employment counts as Covered Employment for Pension Credit as defined under the MEBA Pension Trust and eligibility under the MEBA Medical and Benefits Plan, as follows:

- Each hour of “Port Relief” employment on a dry cargo vessel counts as .167 days (8 hours equals 1.334 days) of Covered Employment.
- Each hour of “Port Relief” employment on a tanker vessel counts as .188 days (8 hours equals 1.5 days) of Covered Employment.

## **Applying for Port Relief Wages**

You usually have to file a signed time sheet at a Plan office location to receive payment of “Port Relief” wages. After your “Port Relief” watch is over:

- complete the W-4 section of the time sheet and list the dates and hours worked, and include vessel, pier, port, and branch information;
- have an authorized Participating Employer representative sign the time sheet certifying the work;

## *Claims and Appeals*

- file the time sheet at a Plan office location.

Payment of “Port Relief” wages will be made after your properly completed time sheet is submitted.

### **Claim Denials**

If your claim for vacation benefits or port relief wages is denied, in whole, or in part, the Plan office will provide you with written notice of the specific reasons for the denial within ninety (90) days of the date your claim was submitted. If special circumstances require additional time for processing the claim, for example, if there is missing documentation, the Plan office will provide you with written notice of the need for an extension within the ninety (90) day period. The extension of time will not exceed one hundred eighty (180) days from the date you submitted your claim.

The written denial will contain the following information:

- the reason for the denial;
- reference to the Rules and Regulations provisions on which the denial is based;
- a description of any additional information that would complete or support your claim, and explanation of why it is needed;
- an explanation of how you can get your claim reviewed by the Plan’s Trustees, the time limits involved, and your right to bring a civil action if the Trustees deny your claim after review.

### **Appealing a Denied Claim**

If your claim for vacation benefits or port relief wages is denied, you or your authorized representative may submit a written appeal to the Plan’s Trustees. The written appeal must be submitted within sixty (60) days of the date of the Plan’s initial denial letter.

You or your authorized representative may submit written comments, documents, and other information relating to your claim. 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.

The Trustees will consider your appeal at the next regularly scheduled meeting immediately following receipt of your written appeal, unless your appeal is received within thirty (30) days preceding the date of such meeting. In that case, the Trustees will consider your appeal at the second regularly scheduled meeting following receipt of your appeal. If special circumstances require a further extension of time, the Trustees will consider your appeal at the third regularly scheduled meeting following receipt of your appeal. If an extension is necessary, you will receive written notice of the extension, describing the special circumstances and the date as of which the Trustees will consider your appeal.

The Trustees' decision will be in writing and will be final and binding on all parties. The written decision will be sent to you within five days after the Trustees render their decision and will contain:

- the specific reason or reasons the appeal was denied;
- reference to the Rules and Regulations provisions on which the appeal 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, or other information relevant to your claim;
- a statement explaining your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act ("ERISA");
- a statement explaining that any lawsuit filed under Section 502(a) of ERISA must be filed within 12 months from the date of the Trustees' written notification of the benefit determination on review, and must be filed in the U.S. District Court for the District of Maryland.

### **Overpayments**

If the Plan pays benefits to you in error, whether on the basis of the Plan's error or your error or false statement, you are required to reimburse the Plan in full and the Plan shall be entitled to recover any such benefits.

The Plan has a constructive trust, lien and/or an equitable lien by agreement in favor of the Plan on any overpaid benefits you or your representative (attorney or family member) receive that is due to the Plan, and any such amount is deemed to be held in trust by you for the benefit of the Plan until paid to the Plan. By accepting benefits from the Plan, you agree that a constructive trust, lien, and/or equitable lien by agreement in favor of the Plan exists with regard to any overpayment of benefits, and in accordance with that constructive trust, lien, and/or equitable lien by agreement, you agree 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 you to reimburse the Plan for an overpaid amount will be considered a breach of your agreement with the Plan that the Plan will provide the benefits available under the Plan and you will comply with the rules of the Plan. Further, by accepting benefits from the Plan, you affirmatively waive any defenses you 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 you refuse to reimburse the Plan for any overpaid amount, the Plan has the right to recover the full amount by any and all methods which include, but are not necessarily limited to, offsetting the amounts paid against any future benefits otherwise payable to you.

The Plan also may recover any overpaid or advanced benefits by pursuing legal action against the party to whom the benefits were paid. If the Plan is required to pursue legal action against you or another party to obtain repayment of amounts owed to the Plan arising out of or related to an overpayment or erroneous payment, you or such other party shall pay all costs and expenses, including attorneys' fees and costs, incurred by the Plan in connection with the collection of any amounts owed the Plan or the enforcement of any of the Plan's rights to reimbursement. If legal action is required, you will also be required to pay interest at the rate determined by the Trustees from time to time from the date you become 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 you in any state or federal court that has jurisdiction over the Plan's claim.

The Plan's rights apply to your estate in the event of your death, and the estate is required to comply with the Plan's rules and procedures.

**Undeliverable Benefits**

If a Vacation check is issued to you, and the Plan, after making a reasonable effort, is unable to locate you or your designated beneficiary, your vacation check will be forfeited as of the end of the Plan Year that includes the twelfth month after the date such check was issued.

A record of the uncashed check amount shall be maintained and if you or your designated beneficiary subsequently makes proper claim for such amounts, the amount of such check will be restored and will be paid to you or your designated beneficiary, without interest.

**Plan Sponsor**

The Plan Sponsor is the Board of Trustees of the MEBA Vacation Plan – Atlantic, Gulf and Pacific Coasts. Members of the Plan's Board of Trustees as of January 1, 2019 are:

***Other Important Information***

UNION TRUSTEES	EMPLOYER TRUSTEES
H. Marshall Ainley President-Chairman District No. 1-PCD/MEBA (AFL-CIO) 444 North Capitol Street, N.W., Suite 800 Washington, DC 20001	Edward Hanley Vice President, Labor Relations MAERSK Lines, Limited 2510 Walmer Avenue Suite C Norfolk, VA 23513-4800
William Van Loo Secretary-Treasurer District No. 1-PCD/MEBA (AFL-CIO) 444 N. Capitol Street, N.W. Suite 800 Washington, DC 20001	Timothy Gill Executive Vice President and General Counsel Patriot Contract Services, LLC 1320 Willow Pass Road Suite 485 Concord, CA 94520
Jason Callahan Atlantic Coast Vice	Damon Mote Vice President Marine Labor

President  
District No. 1-PCD/MEBA  
(AFL-CIO)  
37 Edward Hart Drive  
Jersey City, NJ 07305

Erin Bertram  
Gulf Coast Vice President  
District No. 1-PCD/MEBA  
(AFL-CIO)  
316 Broadway  
Houston, TX 77012

Adam Vokac  
Executive Vice President  
District No. 1-PCD/MEBA  
(AFL-CIO)  
548 Thomas L. Berkley Way  
Oakland, CA 94612

Richard Doherty  
Branch Agent  
District No. 1 –PCD/MEBA  
(AFL-CIO)  
World Port Business Center  
1891 N. Gaffey St., Suite  
211  
San Pedro, CA 90731

Relations  
OSG Ship Management, Inc.  
302 Knights Run Avenue  
Suite 1200  
Tampa, FL 33602

John C. Dragone  
Director of Labor Relations  
APL Maritime. Ltd.  
6110 Executive Blvd.  
Suite 410  
Rockville, MD 20852

Captain John W. Sullivan  
Vice President-Vessel  
Operations  
Matson Navigation  
Company, Inc.  
555 12th Street  
Suite 800  
Oakland, CA 94607

Phillip W.J. Fisher  
Executive Vice President  
Keystone Shipping Company  
One Bala Plaza East  
Suite 600  
Bala Cynwyd, PA 19004

The Board 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**

The Plan's employer identification number is 13-6271916.  
The plan number is 503.

### **Plan Year**

The Plan Year for the Vacation Plan is January 1 through December 31.

### **Plan Administrator**

The Plan Administrator for the Vacation Plan is the 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 SPD or would like to request a copy of the Rules & Regulations, you should write to or call the Plan Office.

### **Agent For Service Of Legal Process**

Legal process can be served on any Trustee or the Plan Administrator at this address:

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

### **Sources Of Contributions To The Plan**

Sources of contributions to the Plan are Participating Employers pursuant to the terms of their CBAs

### **Participating Employers**

The Plan is maintained in accordance with CBAs. You may obtain a copy of the CBA applicable to you upon written request to the Plan Office and are available for examination by you at the Plan Office.

### **Anti-Assignment**

Plan participants and dependents may not assign, transfer, or convey any of the benefits provided by the Vacation Plan. Benefits are also not subject to any creditor's claim or to legal process by any creditor of any Plan participant. Similarly, a participant cannot assign, transfer, or convey any rights that he or she has or may have under the Plan or ERISA. This prohibition on assignments of rights specifically includes, but is not limited to, any legal right to bring claims for benefits or to appeal claims determinations, breaches of fiduciary duty, prohibited transactions, statutory violations and statutory penalties. Any attempt to assign any

Vacation Plan benefits or legal rights to any third party shall be immediately invalid, void, and unenforceable.

Notwithstanding the foregoing, the Plan will honor a written request for an application for vacation benefits which authorizes the payment to and/or assigns to the Union, and any affiliate, a percentage or portion of the vacation benefits to which he is and/or will be entitled for the payment of Union dues or service charge. The Vacation Plan will also honor a written assignment of Vacation Plan benefits in favor of an organization or entity approved by the Trustees.

The Board of Trustees has the sole and exclusive discretionary authority to interpret the terms of the Plan's Rules and Regulations, the Plan's Trust Agreement, and this SPD, and to determine all questions, including questions of fact, regarding eligibility and entitlement to benefits under the Plan.

The Trustees reserve the right to amend or terminate the Plan at any time pursuant to the Trust Agreement. 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.

Participants in the Vacation Plan described in this SPD are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended, 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 documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration;
- Obtain, upon written request to the Plan Administrator, copies of all documents governing the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and



updated summary plan description. The Plan Office may make a reasonable charge for the copies;

- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

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 welfare benefit or exercising your rights under ERISA.

If your claim for a benefit is denied in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charges, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the rights described above. For example, if you request a copy of the Plan documents or the latest annual report from the Plan and don't receive them within 30 days, you may file suit in a state or Federal court. In such case, the court may require the Plan Administrator 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 Federal court as described above in the section on **Appealing a Denied Claim**. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in Federal court. If it should happen that the Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a 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 Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone book or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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

This SPD summarizes the provisions of the MEBA Vacation Rules and Regulations as in effect on November 1, 2019. Terms and phrases used in this SPD are intended to have the meanings given them in the Rules and Regulations. If there is any discrepancy between the information contained in this SPD and the Rules and Regulations, the Rules and Regulations, as interpreted by the Board of Trustees, will always govern.