SUMMARY PLAN DESCRIPTION OF THE

MARITIME ASSOCIATION - I.L.A. PENSION PLAN

As In Effect On 10/1/2020

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INTRODUCTION

This booklet contains a summary of the provisions of the Maritime Association- I.L.A. Pension Plan as amended and restated effective October 1, 2020 and as subsequently amended. This plan is a defined benefit pension plan established and maintained under collective bargaining agreements between the South Atlantic and Gulf Coast District International Longshoremen's Association, and certain of its local unions, and certain employers of longshoremen. The plan is administered by a board of trustees pursuant to the terms of the plan and trust documents. Dayto-day administration of the plan is handled by a professional staff employed by the trustees. Plan assets are held in a trust fund pursuant to the Agreement of Trust for Maritime Association-I.L.A. Pension Plan. The benefits promised by the plan are funded by employer contributions made pursuant to the collective bargaining agreements. A copy of the collective bargaining agreements and a complete list of all employers and unions which maintain the plan may be obtained by written request to the plan's administrative office, and the collective bargaining agreements and these lists are also available for inspection at the administrative office (see page 29).

The plan is maintained to provide retirement and disability benefits to eligible employees of the employers. The plan also provides survivor benefits to eligible spouses or beneficiaries of covered employees who die after meeting certain eligibility requirements.

The plan summary is meant to assist covered employees and other interested persons in understanding the requirements participants, spouses, or beneficiaries must meet to qualify for benefits, and how these benefits are calculated and paid. The summary is <u>not</u> a complete description of the plan. A number of details have been described in a simplified manner. If there is any conflict between the summary and the formal plan document, the provisions of the formal plan document will control. A copy of the formal plan document is available upon request to the administrator at the plan office.

During its history the plan has been amended many times. The plan was amended and restated in its entirety, effective October 1, 2020, incorporating all prior amendments to the plan. Effective as of December 27, 1996, the plan trustees amended the plan to cease or "freeze" accruals under the plan. Therefore, notwithstanding any provision in the formal plan document or this plan summary to the contrary, (1) no other employees will become participants in the plan after December 27, 1996, (2) no further benefit accruals will occur after that date unless the plan trustees amend the plan to provide additional benefits, and (3) each participant on that date will have a 100% vested interest in his accrued benefit under the plan.

Subject to special statutory rules regarding qualified plan amendments, the plan trustees reserve the right to further amend the plan at any time. However, no amendment will reduce the benefit you have earned under the plan.

Some of the provisions described in this booklet apply only to participants and spouses who qualify for benefits after October 1, 1980. Participants and spouses who qualified for benefits before October 1, 1980 should keep this in mind if they read this booklet. If you qualified for a benefit before October 1, 1980 and have a question about your benefit, please contact the plan's administrative office.

The fiscal year of the plan ends on September 30 of each year.

This revised plan summary is effective as of October 1, 2020.

SERVICE AND HOURS

In order to qualify for benefits, a "covered employee" (see page 5) must satisfy certain requirements. These requirements are stated in terms of service and hours. This section describes how service and hours are determined in the plan. After December 27, 1996, hours and service only count for purposes of determining eligibility for benefits and not for benefit accrual.

Credit Hours

A participant's credit hours are the hours the participant is paid for work as a covered employee of a signatory employer. Participants may also receive credit for hours paid for work in covered employment before October 1, 1956 with certain employers who are not signatory employers. Hours for which a participant is paid by reason of a guaranteed annual income program maintained by the signatory employers also count as credit hours. Additionally, a participant will receive credit for each hour, not otherwise credited, for which back pay is awarded or agreed to by a signatory employer.

Signatory employers and signatory unions are those employers and I.L.A. locals which are parties to the Agreement of Trust for Maritime Association- I.L.A. Pension Plan. A list of signatory employers is given in Appendix A of the plan. Appendix B is a list of signatory unions.

Records of credit hours are kept on a plan year basis. For the period January 1, 1937 to December 31, 1955, the plan year is the calendar year. The 9-month period from January 1, 1956 to September 30, 1956 is treated as a full plan year. After September 30, 1956, the plan year begins October 1 and ends the following September 30.

Credit hours during the period January 1, 1937 through September 30, 1956 are determined differently than credit hours after September 30, 1956.

January 1, 1937 Through September 30, 1956 -

A participant's credit hours are determined from (1) earnings records maintained by the U.S. Social Security Administration and (2) the straight-time hourly rate paid to the participant. In support of a claim for benefits, a participant may present evidence of his credit hours during any period for which a signatory employer failed to file reports of the participant's earnings with the U.S. Social Security Administration.

Credit hours for the period January 1, 1956 through September 30, 1956 are the actual credit hours multiplied by 4/3. For example, if a participant worked 300 hours as a covered employee during this period, the participant's credit hours would be 300 hours times 4/3, or 400 hours.

After September 30, 1956 -

A participant's credit hours are determined on the basis of hours for which contributions are made by signatory employers. These hours are reported by the employers to the plan's administrative office.

Credit hours may be granted for certain periods of qualifying military service, sickness, injury, or catastrophes on the docks. If you are a participant and feel you may be eligible to be credited with hours for such a period, contact the plan's administrative office for further details.

A participant will receive credit for each normal work hour during which he or she is absent because of pregnancy or childbirth, the placement of an adopted child in the home, or the care of the child immediately after birth or placement in the home. These hours will be credited in the first year the participant would otherwise have had less than 400 credit hours due to the maternity or paternity leave, or in the following year if the credit hours are not needed to prevent an interruption in continuous service during the plan year in which the absence from work begins. As a condition to the crediting of such hours, the trustees may require a participant to furnish appropriate and timely information explaining the reason for such absence.

Continuous Service

Continuous service is one of several kinds of service defined in the plan. In most cases, a participant's continuous service <u>begins</u> with the first plan year in which the participant is credited with more than 400 credit hours. However, if this first plan year occurred before October 1, 1976, and was followed by 3 consecutive plan years (also before October 1, 1976) during each of which the participant had less than 400 credit hours, then continuous service does not begin until the next plan year in which the participant completes at least 400 credit hours.

A participant's continuous service ends with the earlier of:

- 1. The plan year in which the participant dies;
- 2. The plan year in which the participant qualifies for an age or disability pension;
- 3. The second plan year of a period of 3 or more consecutive plan years during which the participant has less than 400 credit hours in each of the 3 or more plan years.

A participant's years of continuous service are the number of years from the plan year in which continuous service begins until the plan year in which continuous service ends.

Credited Service

A participant's credited service is equal to the number of plan years for which the participant is credited with at least a minimum number of credit hours. A plan year must also be within the participant's period of continuous service to be counted. The minimum number of hours is 700 per year for plan years before October 1, 1980 and 1,000 per year for all other plan years.

Credit hours for qualifying periods of military service are 1,000 per year. Credit hours for qualifying periods of sickness, injury, or catastrophes on the docks are limited to 400 per year; however, they are adjusted for the purpose of determining credited service. Hours for periods before October 1, 1980 are multiplied by 7/4. All other such hours are multiplied by 2½.

Vesting Service

A participant's vesting service is determined in much the same manner as credited service. There are, however, two important differences. These are:

- 1. Hours for qualifying periods of injury, illness, and catastrophes on the docks are not included.
- 2. A participant who ceases to be a covered employee, but who remains an employee of the same signatory employer, may be credited with vesting service while employed with that employer. Also, a participant who becomes a covered employee of a signatory employer after working for that employer as a noncovered employee may be entitled to vesting service for the period of noncovered employment. If you are a participant in the plan and believe that these provisions may apply to you, you may contact the plan's administrative office for details.

Average Hours

Average hours are used to determine eligibility for a benefit and the amount of benefit to be paid. A participant's average hours is:

The total of the participant's credit hours during the participant's period of continuous service, excluding any credit hours for qualifying periods of military service, illness, injury, or catastrophes on the docks

divided by

The participant's years of continuous service, excluding periods for which credit hours were granted for qualifying periods of military service, illness, injury, or catastrophes on the docks.

If a participant has more than 30 years of continuous service, average hours will be based on the 30 plan years for which the participant's hours are highest.

For certain participants, separate averages are calculated for the period ending September 30, 1980 and for the period beginning October 1, 1980. The reasons for this are explained later in this booklet.

Average Credited Hours

Average credited hours are used to determine whether participants qualify for benefits and the amount of benefits which will be paid to them. Average credited hours is determined in nearly the same way as average hours. The formula is:

The participant's total credit hours during his or her years of credited service, excluding any credit hours for qualifying periods of military service, sickness, injury, or catastrophes on the docks

divided by

The participant's years of credited service, excluding periods for which credit hours were granted for compulsory military service, sickness, injury, or catastrophes on the docks.

If a participant has more than 30 years of credited service, average credited hours will be based on the 30 plan years in which the participant had the greatest number of credit hours.

Notwithstanding the provisions dealing with "Service and Hours," "Participation," and "Termination of Service and Vesting," "qualified military service" will be considered service and will not be considered a break in service in accordance with applicable Code requirements.

PARTICIPATION

Up until now, the term "participant" has not been defined. This section explains the requirements a person had to meet to become a participant in the plan prior to December 27, 1996, when the plan was frozen. These requirements are important because you must have become a participant on or before December 27, 1996, in order to qualify for any benefits from the plan.

In order to be eligible to participate in the plan, you must be a "covered employee." A covered employee is any person:

- 1. Who is a waterfront employee of a signatory employer whose wage rates are established by collective bargaining agreements between the signatory unions and the West Gulf Maritime Association; or
- 2. Who is a waterfront walking foreman of the Employer (such term shall include an Employee who is a "general walking foreman" as that term is defined and used by a collective bargaining agreement between the Union and the West Gulf Maritime Association or equivalent agreement); or
- 3. Who is a diesel mechanic, electrician or crane maintenance employee utilized by a signatory employer to maintain waterfront equipment; or
- 4. Who is a gearman, mechanic or mobile crane operator of a signatory employer whose work involves waterfront equipment and/or operations; or
- 5. Who is utilized by a signatory employer to perform deep sea lines handling, portering and/or vessel's stores handling involving passenger and/or cruise vessels covered under a Memoranda of Understanding between the signatory unions and the West Gulf Maritime Association; or

- 6. Who is utilized by a signatory employer to perform general vessel deep sea mooring covered under a Memoranda of Understanding between the signatory unions and the West Gulf Maritime Association; or
- 7. Who is utilized by a signatory employer to perform non-dockside refrigerated cargo operations, waterfront crating and/or packaging work or bagging and/or packaging and/or distribution work or multi-purpose off dock warehousing work; or
- 8. Who is a regular, compensated, bona fide representative or employee of any local union who is a bona fide resident of the area between Lake Charles, Louisiana and Brownsville, Texas, or bona fide representative or employee of the South Atlantic & Gulf Coast District, I.L.A. or of the International Longshoremen's Association, AFL-CIO who is primarily headquartered or assigned to the South Atlantic & Gulf Coast District, I.L.A., including part-time employees of a local union, the District or the International receiving a prevailing wage from the labor organization for actual hours worked.

If you are a covered employee, you will become an active plan participant on the October 1 following the plan year during which you are credited with 1,000 or more credit hours. Before October 1, 1980, a covered employee had to complete at least one year of continuous service and have a minimum of 700 average hours in order to qualify as an active participant.

If you are credited with 1,000 or more credit hours during the year beginning on the day you are credited with your first credit hour, you may be eligible to become an active plan participant earlier than the rule stated above would indicate. Also, if you become a covered employee because of a transfer from one position with a signatory employer to another position with the <u>same</u> employer, you may be eligible to become an active participant as of April 1 or October 1 following your date of transfer. If you believe that your situation resembles either of these, you may contact the plan's administrative office for further details.

Once you have become an active participant, you will remain an active participant until you retire with an age or disability pension, die, or incur a break in service. Breaks in service are described on page 17.

AGE PENSIONS

This section describes the requirements participants must meet in order to qualify for age pensions and how age pensions are calculated and paid. As used in this section, the terms "average credited hours," "average hours," "continuous service," "credited service," and "vesting service" have the meanings described above in the section entitled "Service and Hours."

Eligibility Requirements

In order to receive an age pension, a participant must submit an application on forms available from the plan's administrative office. In addition, participants must meet certain minimum age and service requirements. One set of requirements applies to all participants. There is also a special set of requirements which applies only to participants whose continuous service began before October 1, 1976. If a participant whose continuous service began before October 1, 1976 cannot satisfy the requirements which apply to all participants, the participant will still qualify for an age pension if he or she can meet the special requirements.

Requirements Which Apply To All Participants

In order to receive an age pension, a participant must meet <u>one</u> of the following requirements at the time of submitting the application.

1. The participant must be at least 65 years old <u>and</u> have reached the fifth anniversary of the date he became an active participant;

Or

2. The participant must be at least 55 years old <u>and</u> have completed at least 25 years of credited service;

Or

3. The participant must have completed at least 30 years of credited service.

Requirements Which Apply Only To Participants Whose Periods Of Continuous Service Began Before October 1, 1976

If such a participant cannot meet the requirements described above, he or she may still qualify for an age pension. In order to do so, the participant's average hours must be at least 1,000. In addition, the participant must meet <u>one</u> of the following conditions:

1. The participant must be at least 65 years old <u>and</u> have completed at least 20 years of continuous service;

Or

2. The participant must be at least 55 years old <u>and</u> have completed at least 25 years of continuous service;

Or

3. The participant must have completed at least 30 years of continuous service.

If a participant whose continuous service began before October 1, 1976 can meet at least one of these conditions, but has average hours of less than 1,000, he or she can still qualify for an age pension if both the following conditions are met:

1. The participant's average hours at September 30, 1980 are at least 700;

And

2. The participant's average hours after September 30, 1980 are at least 1,000.

A participant who has ceased employment in the longshoring industry, met the requirements for an age pension and begun receiving payments is called a "retired participant."

Monthly Pension

A participant who qualifies for an age pension will receive a monthly retirement income. Payments will be made for the life of the participant provided the participant does not return to work in the longshoring industry.

Generally, payments from the plan begin on the first of the month following the date of the participant's application for benefits. Payments may not be delayed more than 60 days following the close of the plan year during which the participant attains, or would have attained, age 65 unless the participant works beyond normal retirement age in which case payments will not begin until actual retirement. Commencement of benefits must begin no later than April 1 of the calendar year following the later of (1) the calendar year in which the participant attained age 70½ on or before December 31, 2019, otherwise age 72, or (2) the calendar year in which the participant retires. Certain minimum distribution requirements may apply when benefits commence on or after the required beginning date provided above. See page 20 for information on what happens if a retired participant returns to work in the longshoring industry. If the retired participant has a spouse, benefits may become payable to the spouse after the participant's death. See page 14 for details.

The amount of age pension is determined from a table. There are several tables. Each table applies to a different period of time. The examples which follow will show how these tables are used. The more recent tables are included at the end of the plan document. Earlier tables are available upon request from the plan administrator.

The amount depends on the participant's credited service and average credited hours. However, if the participant's continuous service began before October 1, 1976, the amount of age pension may be based on continuous service and average hours. This will be the case if:

1. The participant could not meet the requirements which apply to all participants,

Or

2. The participant meets both the requirements which apply to all participants and the special requirements, but the age pension based on continuous service and average hours is greater than the age pension based on credited service and average credited hours.

If a participant continues to work beyond when he or she first could qualify for an age pension, the amount of age pension will never be lower because the participant works less in the future. However, if this guarantee applies and the participant is also eligible for a temporary bridge benefit (see page 11), the bridge benefit will be reduced.

DISABILITY PENSIONS

This section describes the requirements participants must meet to qualify for disability pensions and how disability pensions are calculated and paid. For definitions of the terms "average credited hours," "average hours," "continuous service," and "credited service," see the section entitled "Service and Hours."

Eligibility Requirements

Participants who become totally and permanently disabled while working as covered employees may qualify for disability pensions. In order to qualify, a participant must have become disabled while a covered employee (see page 5 for the definition of covered employee). Also, the participant must have become disabled while employed in the industry. The participant must also apply for a disability pension on forms available from the plan's administrative office. The disability must be total and permanent, as determined solely by the trustees. An applicant for a disability pension must submit such evidence of disability as the trustees require. In all cases, the applicant must submit evidence of having applied for disability benefits under either the U.S. Social Security Act or the Railroad Retirement Act. If the trustees determine that a participant's disability is due to criminal activity, addiction to narcotics or military service, the participant will not be eligible for a disability pension.

An applicant of a disability pension may be required to undergo an examination by a doctor selected by the trustees. The cost of the examination will be paid by the plan.

In addition to the requirements described above, the applicant must have completed at least 15 years of credited service at the time the disability happened. However, if the applicant's continuous service began before October 1, 1976 and if the applicant has average hours of 1,000 or more, then the applicant can qualify if he had 15 or more years of continuous service at the time the disability happened. If the applicant's continuous service began before October 1, 1976 but the applicant's average hours are less than 1,000, a disability pension may still be paid if both of the following conditions are met:

1. The applicant's average hours at September 30, 1980 are at least 700

And

2. The applicant's average hours after September 30, 1980 are at least 1,000.

A participant who has met the requirements and is receiving a disability pension is called a "disabled participant."

A disabled participant will not be credited with any credit hours while receiving a disability pension.

A participant entitled to receive a disability pension who attains the applicable age (in combination with continuous service) for an age pension is not then entitled to an age pension.

Monthly Pension

The amount of monthly disability pension is determined from the same tables that are used to determine age pensions. As with age pensions, the amount of a disability pension is usually based on credited service and average credited hours. Also, as with age pensions, if the disabled participant's continuous service began before October 1, 1976, the disability pension will be based on continuous service and average hours if:

1. The participant had 15 or more years of continuous service but less than 15 years of credited service,

Or

2. The participant had at least 15 years of both credited and continuous service, but the amount of pension based on continuous service and average hours is greater.

The disability pension is subject to the reductions discussed below.

Reductions of Disability Pensions

If a participant becomes eligible because of an occupational disability, the disability pension may be reduced. No reduction will be made unless the disability resulted from employment in the longshoring industry. Also, the disability pension will not be reduced unless the participant receives compensation for the disability under a workers' compensation law or obtains a settlement or judgment against a third party.

If a reduction is made and the disabled participant receives monthly workers' compensation payments, the reduction in each monthly disability pension payment will be the amount of the monthly workers' compensation payment. If the participant received a lump sum award, the amount of the reduction will be the amount of the monthly workers' compensation payment the participant would otherwise have received. In this case, the reduction will apply for a number of months determined by dividing the net amount of the award by the participant's monthly compensation rate. If the participant obtains a settlement or judgment against a third party, the amount of the reduction will be the participant's average weekly wage at the time the disability happened. This reduction will be applied for a number of months determined by dividing the net amount of the settlement or judgment by the participant's average weekly wage. As used in this paragraph, "net amount" means the total amount of the award, settlement, or judgment less certain reasonable and necessary medical expenses and attorney's fees.

In no case will a monthly disability pension be reduced to less than \$1.00. Any reduction will cease when the participant reaches age 65.

Cessation of Disability Pensions

A disabled participant's pension will cease when the participant dies. If the participant has a spouse, benefits may then become payable to the spouse. See page 14 for details.

A disabled participant's disability pension will be terminated if the participant recovers. The determination of whether a disabled participant has recovered will be made by the trustees. In order to make a determination, the trustees may request that the disabled participant submit evidence of continued eligibility for disability benefits under the U.S. Social Security Act or the Railroad Retirement Act. If the disabled participant refuses to supply the evidence, the trustees may stop payment of the disability pension. The disabled participant may also be asked to submit to an examination by a doctor of the trustees' choosing. The plan will pay the cost of the examination. If the disabled participant refuses, the trustee may stop payment of the pension.

If a disabled participant engages in any activity for gain or profit before reaching age 65, the disability pension will be terminated unless the trustees find that engaging in the activity is not inconsistent with the participant's disabled status.

TEMPORARY BRIDGE BENEFITS

A participant who is eligible for an age pension will also be eligible for a temporary bridge benefit if:

1. The participant is not eligible for a disability benefit under either the U.S. Social Security Act or the Railroad Retirement Act;

And

2. The participant would not be entitled, upon making application, to an old age benefit under either the U.S. Social Security Act or the Railroad Retirement Act.

The temporary bridge benefit is a monthly pension of \$300 payable until the earlier of:

1. The participant's death,

Or

2. The participant's reemployment in the longshoring industry,

Or

3. The month when the participant first begins to receive disability benefits under either the U.S. Social Security Act or the Railroad Retirement Act,

Or

4. The month when the participant would, upon making application, first be eligible to receive a reduced old age benefit under either the U.S. Social Security Act or the Railroad Retirement Act.

As discussed in the section entitled "Age Pensions," the plan contains a guarantee that a participant's pension will not decrease because the participant works fewer hours after first meeting the age and service requirements for an age pension. If this guarantee applies, and the participant is also eligible for a temporary bridge benefit, the amount of the bridge benefit will be reduced. The reduction will be an amount necessary to make the value of the total of the bridge benefit and the age pension actually payable to the participant equal to the value of the total amount which would have been paid if the plan had no guarantee.

SURVIVOR BENEFITS

This section describes the plan's survivor benefits. For definitions of the terms "average credited hours," "average hours," "continuous service," "credited service," and "vesting service," see the section entitled "Service and Hours."

If a participant dies, the participant's spouse or beneficiary may be eligible to receive the following survivor benefits: (1) a Basic Surviving Spouse's Pension, (2) a Supplemental Surviving Spouse's Pension or Benefit, (3) a Survivor Benefit, (4) a New Surviving Spouse's Pension, or (5) a New Survivor Benefit.

Eligibility Requirements

The eligibility requirements are different for each survivor benefit. The eligibility requirements also differ depending on whether the participant was receiving a pension at the time of death, as well as the participant's date of death. The eligibility requirements for survivor benefits are summarized below. No such benefits will be payable unless these eligibility requirements are met. In all cases, a spouse or beneficiary of a deceased participant eligible to receive a survivor benefit will be entitled to receive such benefit only upon making formal application therefor on forms available from the plan's administrative office.

Death Of An Active Participant Before Retirement

Basic Surviving Spouse's Pension

If a participant dies on or after August 23, 1984, prior to October 1, 1996, and prior to becoming entitled to an Age, Disability, or Vested Pension, his spouse will be eligible to receive a Basic Surviving Spouse's Pension if the following requirements are met:

1. The spouse must have been legally married to the participant throughout the oneyear period ending on the date of the participant's death;

And

- 2. At least one of the following conditions must be met:
 - a. The participant had completed at least 10 years of vesting service (or was vested under the special alternative vesting requirements discussed on page 18) on the date of the participant's death,

Or

b. The participant had terminated employment after vesting in the plan and had at least one hour of service after September 30, 1976,

Or

c. The participant was an active member of the plan at the time of death and had satisfied the requirements for an Age Pension.

Supplemental Surviving Spouse's Pension or Benefit

A spouse who becomes eligible for a Basic Surviving Spouse's Pension will also be eligible to receive a Supplemental Surviving Spouse's Pension if the participant dies prior to October 1, 1986, or will also be eligible to receive a Supplemental Surviving Spouse's Benefit if the participant dies on or after October 1, 1986, and the following conditions are met:

1. the participant was an active member of the plan at the time of death;

And

2. the participant had completed at least 20 years of credited service;

3. the participant's period of continuous service began before October 1, 1976 and the participant had completed at least 20 years of continuous service and either had average hours of 1,000 or more or had average hours at September 30, 1980 of 700 or more and had average hours after September 30, 1980 of 1,000 or more;

Or

4. the participant was eligible for an Age Pension on the date of death.

Additionally, the spouse must have been a member of the participant's household at the time of death, or the trustees find that the spouse was justified in living apart from the participant or had been deserted by the participant.

Survivor Benefit

If the Basic Surviving Spouse's Pension is not payable for any reason, if a participant dies on or after October 1, 1986, and prior to October 1, 1996, and prior to becoming entitled to an Age, Disability or Vested Pension, his spouse or, if none, his designated beneficiary under the Maritime Association - I.L.A. Welfare Plan Life Insurance Benefits ("Life Insurance Benefits") will be eligible to receive a Survivor Benefit.

New Surviving Spouse's Pension

If a participant dies on or after October 1, 1996 and prior to becoming entitled to an Age, Disability, or Vested Pension, his spouse will be eligible to receive a New Surviving Spouse's Pension if the following requirements are met:

1. the spouse has been legally married to the participant throughout the <u>one-year</u> period ending on the date of the participant's death;

And

- 2. at least one of the following requirements is met:
 - a. the participant was an active member of the plan at the time of death and had completed at least 10 years of vesting service (or was vested under the special alternative vesting requirements discussed on page 18) on the date of the participant's death;

Or

b. the participant had terminated employment after vesting in the plan;

Or

c. the participant was an active member of the plan at the time of death and had satisfied the requirements for an Age Pension.

New Survivor Benefit

If a participant is not eligible for a New Surviving Spouse's Pension and dies on or after October 1, 1996 prior to becoming entitled to an Age, Disability, or Vested Pension, his spouse or, if none, his designated beneficiary under the Life Insurance Benefits or, if none, his estate will be eligible to receive a New Survivor Benefit if the following conditions are met:

1. the participant qualified for Maritime Association - I.L.A. Welfare Plan coverage (under Regular or New Entry classification);

Or

2. the participant met one of the requirements set forth above in 2. a., b., or c. for a New Surviving Spouse's Pension.

Death of a Participant After Retirement

Basic Surviving Spouse's Pension

Upon the death of a retired or disabled participant on or after January 1, 1985 and prior to October 1, 1996, the participant's spouse or former spouse, to whom he was married on the date his pension commenced, will be eligible to receive a Basic Surviving Spouse's Pension provided the marriage between such spouse or former spouse and the participant lasted for at least one year. Notwithstanding the foregoing, if the participant's pension commenced prior to January 1, 1985, a Basic Surviving Spouse's Pension will be payable only if the participant was married throughout the one-year period ending on the date of his death, and such pension will be payable to the spouse to whom the participant was married on the date of his death.

Supplemental Surviving Spouse's Pension or Benefit

Upon the death of a retired or disabled participant on or after January 1, 1985 and prior to October 1, 1996, who leaves a spouse to whom he was legally married throughout the one-year period ending on the date of his death, such spouse will be eligible to receive a Supplemental Surviving Spouse's Pension if the participant dies prior to October 1, 1986, or will be eligible to receive a Supplemental Surviving Spouse's Benefit if the participant dies on or after October 1, 1986, if the all of following conditions are met:

1. the deceased participant was entitled to an Age or Disability Pension on the date of death;

And

2. the spouse was a member of the participant's household at the time of the participant's death, or the Trustees find that the spouse's living apart from the participant was justified on reasonable grounds, or that the spouse had been deserted by the participant.

Survivor Benefit

If the Basic Surviving Spouse's Pension is not payable for any reason, upon the death of a retired or disabled participant on or after October 1, 1986 and prior to October 1, 1996, his spouse or, if none, his designated beneficiary under the Life Insurance Benefits will be eligible to receive a Survivor Benefit.

New Surviving Spouse's Pension

Upon the death of a retired or disabled participant on or after October 1, 1996, the participant's spouse or former spouse, to whom he was married on the date his pension commenced, will be eligible to receive a New Surviving Spouse's Pension provided the marriage between such spouse or former spouse and the participant lasted for at least one year. Notwithstanding the foregoing, if the participant's pension commenced prior to January 1, 1985, a New Surviving Spouse's Pension will be payable only if the participant was married throughout the one-year period ending on the date of his death, and such pension will be payable to the spouse to whom the participant was married on the date of his death.

New Survivor Benefit

If not eligible for a New Surviving Spouse's Pension, upon the death of a retired or disabled participant on or after October 1, 1996, his spouse or, if none, his designated beneficiary under the Life Insurance Benefits or, if none, his estate will be eligible to receive a New Survivor Death Benefit.

Amount and Payment of Surviving Spouse's Pension or Benefit or Survivor Benefit

The amount of the Basic and Supplemental Surviving Spouse's Pension are determined actuarially based on the ages of the participant and the spouse. <u>If</u> a spouse is entitled to <u>both</u> a Basic and Supplemental Surviving Spouse's Pension, the <u>total</u> of these two pieces will usually be as follows:

If the spouse is eligible due to the death of:	Then if the spouse is eligible for both Basic and Supplemental Surviving Spouse's Pensions, the total of these two portions will usually be:
A retired participant who was receiving an age pension	50% of the retired participant's monthly age pension
A disabled participant who was receiving an unreduced disability pension	50% of the disabled participant's monthly disability pension
A disabled participant who was receiving a reduced disability pension	50% of the monthly disability pension which would have been paid if there had been no reduction
An active participant	50% of the monthly age pension the participant would have received if he or she had been eligible for an age pension at the time of death
A retired participant who was receiving a vested pension or a vested terminated participant	No Supplemental pension is payable in this case. The Basic amount is equal to 50% (the survivor annuity portion) of the actuarially reduced vested pension.

If a spouse who becomes entitled to a Supplemental Surviving Spouse's Pension was more than 10 years younger than the participant, the Supplemental Surviving Spouse's Pension will be actuarially reduced unless the spouse and participant were married for at least 10 years.

Payment of the Basic and Supplemental Surviving Spouse's Pension will normally begin on the first of the month following the participant's death, provided the participant was a retired or disabled participant, or was an active participant in the plan at the time of death whose spouse is eligible for a Supplemental Surviving Spouse's Pension. In the case of a vested terminated participant or an active participant whose spouse is not eligible for a Supplemental Surviving Spouse's Pension, payment of the Basic Surviving Spouse's Pension will begin on the first of the month following the later of: (1) the date of death of the participant or (2) the date the participant would have reached age 65, or age 55 if the participant would have been entitled to a vested pension at that time. The monthly payments under both the Basic and Supplemental Surviving Spouse's Pensions cease when the spouse dies. Also, the monthly payments under the Supplemental Surviving Spouse's Pension will cease if the spouse remarries.

A Supplemental Surviving Spouse Benefit is a lump sum, payable as of October 1, 1996, equal to the monthly pension the participant was eligible for or was receiving as of his death for the number of months between his death and October 1, 1996 (or, if less, for the number of months by which 120 exceeds the number of months the participant received his pension), reduced by the Basic and Supplemental Surviving Spouse's Pension payments received during that period, followed by monthly payments equal to such pension for the remainder of such 120 months reduced by the Basic Surviving Spouse's Pension payments received during that period, followed by monthly payments equal to 50% of such pension for the spouse's lifetime reduced by the Basic Surviving Spouse's Pension payments received during that period.

A Survivor Benefit is a lump sum, payable as of October 1, 1996, equal to 100 times the monthly pension the participant was eligible for as of his death in the case of an active or vested terminated participant, or equal to the monthly pension the participant was receiving as of his death for the number of months by which 120 exceeds the number of months he received his pension in the case of a retired or disabled participant.

A New Surviving Spouse's Pension consists of monthly payments commencing as of the participant's death equal to 100% of the pension the participant was eligible for or was receiving as of his death for 120 months reduced by the number of months the participant received his pension, followed by monthly payments equal to 50% of such pension for the spouse's lifetime. In the event the spouse dies prior to receiving all such 100% monthly payments, any remaining payments will continue to the spouse's beneficiary under the Life Insurance Benefits or, if none, to the spouse's estate.

A New Survivor Benefit, payable from and after October 1, 2004, consists of 100 monthly payments equal to the monthly pension the participant was eligible for as of his death in the case of an active or vested terminated participant, or monthly payments equal to the monthly pension the participant was receiving as of his death for the number of months by which 120 exceeds the number of months he received his pension in the case of a retired or disabled participant. In the event the spouse or designated beneficiary dies prior to receiving all such monthly payments, any remaining payments will continue, as to the spouse, to the spouse's beneficiary under the Life Insurance Benefits or, if none, to the spouse's estate and, as to the designated beneficiary, to the

designated beneficiary's estate. A New Survivor Benefit, payable prior to October 1, 2004, is a lump sum, payable as of the participant's death, equal to 100 times the monthly pension the participant was eligible for as of his death in the case of an active or vested terminated participant, or equal to the monthly pension the participant was receiving as of his death for the number of months by which 120 exceeds the number of months he received his pension in the case of a retired or disabled participant.

In the case of the Basic and Supplemental Surviving Spouse's Pension, the Supplemental Surviving Spouse's Benefit and the New Surviving Spouse's Pension, the spouse must consent to the commencement of payments prior to the date the participant would have reached age 65. If such consent is not given, the payments will actuarially increase.

If a participant's surviving spouse or former spouse who is an alternate payee under a qualified domestic relations order is to receive a lump sum death benefit, the spouse may elect, at the time and in the manner prescribed by the Trustees, to have any portion of such lump sum payment (to the extent such portion is not a required distribution) paid directly, as specified by the spouse, to an individual retirement account or annuity, an annuity plan, a qualified plan which accepts the spouse's direct rollover, a tax sheltered annuity or an eligible plan which is maintained by a governmental entity which agrees to separately account for the spouse's direct rollover. Effective January 1, 2009, any non-spouse beneficiary who is to receive a lump sum death benefit may elect to have any portion of such lump sum payment paid directly to an individual retirement plan established for that purpose.

TERMINATION OF SERVICE AND VESTING

This section describes what happens if an active participant has a "break in service" (as described below). Effective as of December 27, 1996, each participant's accrued benefit under the plan became 100% vested. The vesting provisions apply to the plan as it existed prior to December 27, 1996.

An active participant who has a break in service for a reason other than death, and who is not eligible for an age or disability pension, may still be eligible for a "vested pension." This will be the case if the participant meets the plan's vesting requirements.

For definitions of the terms "average credited hours," "average hours," "continuous service," "credited service," and "vesting service," see the section entitled "Service and Hours."

Break in Service

A break in service usually occurs if an active participant has less than 400 credit hours in each of 3 consecutive plan years. The participant will be considered to have incurred the break in service as of the end of the second of such 3 consecutive plan years.

Even though an active participant has less than 400 credit hours in each of 3 consecutive plan years, there may be no break in service. This may be the case if the participant continues to be employed in noncovered employment by the same signatory employer who employed the participant as a covered employee. If you are an active participant who has ceased to be a covered employee but have not changed employers, you may contact the plan's administrative office to find out how your rights to benefits from the plan may be affected.

Vesting Requirements

The plan's primary vesting requirement is completion of 10 years of vesting service. However, if a participant has had contributions made to the Plan on his behalf by a signatory union, then such participant will be vested after completing 5 years of vesting service. The plan has a special alternative requirement which applies only to participants whose continuous service began before October 1, 1976. Such a participant will be vested even with less than 10 years of vesting service, provided <u>all</u> of the following 3 requirements are met:

1. The participant is 50 years old or older,

And

2. The participant has average hours of 700 or more,

And

3. The participant has completed at least 25 years of continuous service.

There is one other special alternative vesting requirement. It applies to participants who became active participants before October 1, 1980 and had completed 5 years of vesting service by October 1, 1980. Such a participant will be vested if he or she has at least 700 credit hours in 10 or more plan years. The plan years must all be within the participant's period of continuous service.

Break in Service Before Meeting the Vesting Requirements

If a participant has a break in service for some reason other than death or retirement with an age or disability pension, and has not met the vesting requirements, the participant will cease to be a participant and will receive no benefits from the plan.

Break in Service after Meeting the Vesting Requirements

If a participant has a break in service for some reason other than death or retirement with an age or disability pension, the participant will still be entitled to a vested pension if, and only if, he or she has met the plan's vesting requirements. Such a participant is known as a "vested terminated participant." The monthly vested pension will become payable at age 65, provided the participant makes application for the pension on forms available from the plan's administrative office. If the vested terminated participant dies before age 65, a surviving spouse's pension may be payable (see page 12).

A vested terminated participant does not have to wait until age 65 to begin receiving a vested pension if one of the following conditions is met:

1. The participant had at least 25 years of credited service,

Or

2. The participant's period of continuous service began before October 1, 1976, and the participant had completed at least 25 years of continuous service <u>and</u> either had average hours of at least 1,000 or had average hours at September 30, 1980 of at least 700 and average hours after September 30, 1980 of 1,000 or more.

If a vested terminated participant meets the above conditions, vested pension payments may begin as early as age 55. No payments will be made, however, until the participant applies on forms available from the plan's administrative office. If a vested terminated participant dies before vested pension payments begin, a surviving spouse's pension may be payable (see page 12).

The monthly amount of a vested pension is calculated as if the participant had been eligible for an age pension on the date of the break in service except that in the case of a participant who was vested solely because of satisfying the special 5 year vesting provision, such participant's vested pension will be limited to the portion of his benefit attributable to credit hours for which contributions were made to the plan on his behalf by the signatory union. Once payments of a vested pension begin, they will continue until the participant dies or returns to employment in the longshoring industry. After the participant dies, the spouse may receive a surviving spouse's pension if the requirements described in the section entitled "Surviving Spouse's Pension" are met.

REEMPLOYMENT AND SUSPENSION OF PENSIONS

This section describes what happens if a participant is reemployed after qualifying for an age or disability pension or after having a break in service. It also describes some special provisions that apply to a participant who continues to work after his or her "normal retirement age." The phrase "normal retirement age" is defined in this section. For definitions of the terms "average credited hours," "average hours," "credited service," "continuous service," and "vesting service," see the section entitled "Service and Hours." For the definition of "break in service," see the section entitled "Termination of Service and Vesting."

Reemployment After Break in Service

This section applies only to participants and former participants who were not eligible for age or disability pensions at the time of their breaks in service. Such a person may again become an active participant by again meeting the participation requirements (see page 5) based on credit hours credited after reemployment. In the case of a vested terminated participant who resatisfies the participation requirements, the participant's vested pension will be canceled. However, the credit hours the participant had at the time of the break in service will be reinstated. These reinstated credit hours will be included in determining the participant's continuous, credited, and vesting service, and average hours and average credited hours, when the participant later dies, retires, becomes disabled, or has another break in service.

If a former participant who was not vested when the break in service happened resatisfies the participation requirements following reemployment, the participant's previous credit hours may or may not be reinstated. They will be reinstated <u>only</u> if the number of the participant's

consecutive one year breaks in service did not <u>equal or exceed</u> the greater of (1) the number of years of vesting service immediately preceding the break in service, or (2) five years.

Reemployment After Retirement

Generally, participants cannot receive pensions while they are employed in the longshoring industry. If a participant who is receiving a pension becomes reemployed in the longshoring industry, the participant's pension will be suspended. In order words, no further payments will be made until the participant's reemployment ceases. As used in this booklet, the phrase "longshoring industry" is a shorthand way of referring to the same industry, the same trade or craft, and the same geographic area covered by the plan as when the pension began. For this purpose, the same geographic area means any port at which employers hire participants in the plan.

The rules which determine when disability pensions stop are described in the section entitled "Disability Pensions." If a disability pension ceases for any reason, including reemployment, active participant status will resume.

The rest of this section describes the rules which apply to age and vested pensions.

Participants who are reemployed in the longshoring industry are <u>required</u> by the plan to notify the trustees within 7 days of becoming reemployed. Also, participants must furnish any information which the trustees may reasonably require to administer the suspension and reemployment provisions. If a participant does not, the trustees may suspend payment of the participant's pension until the information is furnished. If a participant is unsure whether a particular job would cause suspension, the participant may request a determination from the trustees. The request must be in writing.

As noted above, if a participant is reemployed in the longshoring industry, the participant's pension will be suspended. The rules that apply differ, depending on whether the participant is younger or older than normal retirement age. Generally, a participant's normal retirement age is age 65. However, if a participant cannot qualify for an age pension at age 65, normal retirement age will be the age when the participant first can qualify.

If a retired participant is reemployed in the longshoring industry <u>before</u> normal retirement age, the age or vested pension will be suspended for the period of reemployment, or for 6 months, whichever is longer. For payments to resume, the participant's reemployment must end <u>and</u> the participant must apply for resumption. The pension payable when payments resume will be recalculated based on the participant's service and hours at the time payments resume and the plan provisions then in effect. The service and hours at the time payments resume will include the service and hours the participant had when he or she retired the first time.

If a retired participant is reemployed in the longshoring industry <u>after</u> normal retirement age, pension payments will be suspended for each month during which the participant earns 40 or more credit hours. A participant is considered to have earned 40 credit hours in a month if he or she is credited with 40 or more hours for the payroll period which ends in the month. A payroll period is a 4 week (or sometimes 5 week) period which begins on the last Friday of the <u>preceding</u> month and ends on the last Friday of the month. If a participant is entitled to a payment because of this 40-hour rule, the amount will be the monthly amount the participant was receiving just

before becoming reemployed. When the participant again retires, the pension will be recalculated based on the participant's service and hours at that time and the plan provisions then in effect. Such service and hours will include the service and hours the participant had when the participant retired the first time.

Regardless of when reemployment occurs, the participant must apply to have pension payments resume after the participant's reemployment has ceased.

If an active participant continues to be employed in the longshoring industry after normal retirement age, he or she is treated in much the same way as a retired participant who is reemployed after normal retirement age. The only difference is that if a pension payment is due because of the 40-hour rule, the amount payable is the monthly amount the participant would have qualified for at normal retirement age.

If a participant receives pension payments while employed in the longshoring industry, future pension payments to the participant— and, after death, to the participant's spouse— will be reduced or completely withheld. This does <u>not</u> apply to payments made because of the 40-hour rule. A participant who has received payments while employed in the longshoring industry may repay them to the plan. If the participant does so, future payments will not be reduced or withheld. The amount of reduction is limited to 25% of the monthly pension for payments due <u>after</u> normal retirement age. This limitation does not apply to the <u>first</u> payment due following retirement after normal retirement age, or to <u>any</u> payments due before normal retirement age.

SPECIAL PROVISIONS APPLICABLE TO FORMER PARTICIPANTS IN ILA LOCALS NOS. 1525 AND 1581 PENSION PLAN

Effective as of October 1, 1985, the ILA Locals Nos. 1525 and 1581 pension plan as in effect on September 30, 1985 (the prior plan) was merged into the current plan. As a result of this merger, employees who participate in the prior plan may be entitled to a "Section 18" benefit in addition to any benefit earned under the current plan as described on the preceding pages; provided, however, that the total benefit payable on account of participation in both the prior plan and the current plan will be subject to a maximum limit equal to the accrued benefit under the current plan without regard to these special provisions based upon pension credit under the prior plan and credited service under the current plan (not to exceed 30 years), and based upon average hours and average credit hours during credited service under the current plan.

Participation

Participants entitled to a pension from the prior plan or who were earning benefits under that plan as of September 30, 1985, will automatically become participants in the current plan as of October 1, 1985 (the date on which the prior plan merged into the current plan). Prior plan participants will continue to participate in the current plan until death unless they incur a break in service prior to becoming vested. In order to qualify for a prior plan pension, a prior plan participant must meet certain requirements as specified below. As used below, the term "pension credit" means the total of (1) the number of years of pension credit earned prior to October 1, 1985 under the provisions of the plan, and (2) the number of years beginning on or after October 1, 1985 for which a prior plan participant is credited with at least 100 credit hours.

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Age and Vested Pensions

A participant in the prior plan will be entitled to receive a prior plan pension on or after October 1, 1985 provided:

1. the participant has ceased employment in the industry,

And

2. the participant has made application for a prior plan pension on forms provided by the plan trustees,

And

3. the participant has satisfied the vesting requirements under the prior plan, or has either 10 years of pension credit or 10 years of vesting service,

And

4. the participant has attained age 62 or completed 20 years of pension credit and attained age 55.

The amount of the pension payable will be equal to the participant's prior plan accrued benefit as of September 30, 1985 provided the pension commences at age 62 or after age 62 and on or before age 65. If the prior plan pension begins before age 62, the amount received will be the actuarial equivalent of a monthly annuity payable for life and commencing at age 62. If the prior plan pension commences after age 65, the amount of pension payable will be equal to the actuarial equivalent of a single life annuity beginning at age 65. In either case, the monthly payments will be equal to the participant's accrued benefit from the prior plan.

Disability Pension

A participant will be entitled to a prior plan pension due to disability provided the participant is under age 62 with at least 10 years of pension credit and has ceased to be employed in the industry because of a total and permanent disability as defined on page 9. The amount of the disability pension will be equal to the participant's prior plan accrued benefit. Payment will begin on the first day of the sixth month of total and permanent disability and will continue until the participant dies or is no longer totally and permanent disabled in the judgment of the plan trustees.

Pre-Retirement Death Benefit

If a participant with at least 10 years of pension credit dies before receiving a benefit from the prior plan, his designated beneficiary will be entitled to receive a pre-retirement death benefit. This benefit will be paid in a lump sum and will be equal to \$100 multiplied by the participant's years of pension credit prior to October 1, 1985.

The pre-retirement death benefit is in addition to the spouse's pension explained below or any other death benefit payable from the current plan.

Spouse's Benefit

If a participant dies after the prior plan pension begins or after completing the vesting requirements for a prior plan pension, the eligible spouse will be entitled to a plan benefit. "Eligible Spouse" is the person to whom the participant was married throughout the one-year period ending on the date of the participant's death, or if pension payments commenced prior to the participant's death, the person to whom the participant was married when the payments began.

Subject to the spouse's consent to commencement of payments before the date the participant would have reached age 62, upon application the spouse's pension will begin on the first day of the month following the participant's death provided: (1) the participant had become entitled to a prior plan pension before his or her death, or (2) the participant has completed 20 years of pension credit, or (3) the participant had completed 15 years of pension credit and had attained age 55, or (4) the participant was age 62 or older. Otherwise, the spouse's pension will not be payable until the first of the month on or after the date the participant would have reached age 62. If failure to secure the spouse's consent causes the deferral, the spouse's pension will be actuarially increased.

The spouse's pension is a lump sum payable as of October 1, 1996, if the participant died prior to October 1, 1996, equal to the monthly prior plan pension the participant was receiving, was eligible for, or would have been entitled to receive for the number of months the death of the participant preceded October 1, 1996 (or, if less, for the number of months by which 120 exceeds the number of months the participant received his prior plan pension prior to October 1, 1996), reduced by the spouse's pension payments received prior to October 1, 1996, followed by monthly payments equal to such participant's prior plan pension for the remainder of such 120 months, reduced by the spouse's pension payments received prior to October 1, 1996, followed by monthly payments equal to 50% of such prior plan pension for the spouse's lifetime.

As of January 1, 1993, if a participant who elects to receive his prior plan pension in a lump sum payment dies prior to receipt, such lump sum payment will be payable to the participant's surviving spouse (if any, or otherwise to his estate).

Direct Rollovers

If a participant's surviving spouse or former spouse who is an alternate payee under a qualified domestic relations order is to receive a lump sum death benefit pursuant to these special provisions, the spouse may elect, at the time and in the manner prescribed by the Trustees, to have any portion of such lump sum payment (to the extent such portion is not a required distribution) paid directly, as specified by the spouse, to an individual retirement account or annuity, an annuity plan, a qualified plan which accepts the spouse's direct rollover, a tax sheltered annuity or an eligible plan which is maintained by a governmental entity which agrees to separately account for the spouse's direct rollover. Effective January 1, 2009, any non-spouse beneficiary who is to receive a lump sum death benefit pursuant to these special provisions may elect to have any portion of such lump sum payment paid directly to an individual retirement plan established for that purpose.

Reemployment In The Industry

Generally, the rules explained on page 20 under the heading "Reemployment and Suspension of Pensions" apply in the case of a prior plan participant who returns to work in the industry after receiving a benefit from the plan.

However, for purposes of a prior plan pension, a participant will not be considered to be reemployed in the industry unless the type of work the participant is engaged in is covered by the collective bargaining agreement in effect on September 30, 1985 between ILA Local No. 28 and a participating employer. Prior to age 65, a prior plan participant will be considered reemployed in the industry if he or she engages in the type of work governed by the above agreement, regardless of the location of employment.

If a reemployed participant retired before age 65 and the retirement was not due to disability, pension payments will be reduced when the participant again terminates employment. This reduction will be equal to the actuarial equivalent of the monthly payments the participant received prior to age 65. There will be no actuarial increase in the prior plan pension for reemployment between the ages of 62 and 65.

Increase In Prior Plan Benefits

Information regarding increases in prior plan pensions respecting periods prior to October 1, 1999 is contained in section 18.10 of the plan document.

The monthly amount of prior plan pensions payable from October 1, 1999 through September 30, 2006 (for payments which commenced before October 1, 1999) will increase by 2.4% of the monthly amount payable before October 1, 1999. The monthly amount of prior plan pensions payable from October 1, 1999 through September 30, 2006 (for payments which have not commenced prior to October 1, 1999) will increase by 44.468%.

The monthly amount of prior plan pensions payable from October 1, 2006 through September 30, 2007 (for payments which commenced before October 1, 2006) will increase by 3% of the monthly amount payable before October 1, 2006. The monthly amount of prior plan pensions payable from October 1, 2006 through September 30, 2007 (for payments which have not commenced prior to October 1, 2006) will increase by 48.802%.

The monthly amount of prior plan pensions payable from and after October 1, 2007 (for payments which commenced before October 1, 2007) will increase by 3% of the monthly amount payable before October 1, 2007. The monthly amount of prior plan pensions payable from and after October 1, 2007 (for payments which have not commenced prior to October 1, 2007) will increase by 44.468%.

The monthly amount of prior plan pensions payable from and after January 1, 2015 (for payments which commenced before January 1, 2015) will increase by 2% of the monthly amount payable before January 1, 2015. The monthly amount of prior plan pensions payable from and after January 1, 2015 (for payments which have not commenced prior to January 1, 2015) will increase by 62.40%.

The monthly amount of prior plan pensions payable from and after November 1, 2018 (for payments which commenced before November 1, 2018) will increase by 5% of the monthly amount payable before November 1, 2018. The monthly amount of prior plan pensions payable from and after November 1, 2018 (for payments which have not commenced prior to November 1, 2018) will increase by 67.24%.

ADDITIONAL PENSION

An active participant with a minimum of 20 years of service may be entitled to receive an Additional Pension at the time his Age, Disability, or Vested Pension commences. For this purpose, a participant's continuous service and average hours or credited service and average credited hours, whichever is applicable in determining his pension, will be determined as of December 27, 1996, except that for purposes of meeting the minimum 20 years of service eligibility requirement, continuous service or credited service will continue to be credited after such date. The amount of the Additional Pension payable at age 65 is set forth in the applicable Table C. If the Additional Pension begins before age 65, the amount from the applicable Table C is reduced by multiplying by the factors set forth in Table CF.

The Additional Pension is payable as a single life annuity for the participant's lifetime; however, the participant may elect to receive his Additional Pension in one lump sum payment on the later of (1) the date his Age, Disability or Vested Pension, whichever is applicable, is to commence or (2) the date which is thirty days following the receipt of a completed election form as described in the next paragraph. The amount of the lump sum payment is based on actuarial calculations as set forth in the applicable Table D. A retired or disabled participant who elects to receive a lump sum payment may also elect to have his spouse receive any lifetime New Surviving Spouse's Pension in an amount equal to 75% of the monthly amount otherwise provided, with all such payments actuarially equivalent to the payments that otherwise would have been made absent such election.

Each participant entitled to an Additional Pension shall be furnished with information relative to this election no less than 30 days and no more than 180 days before the date his Age, Disability or Vested Pension, whichever is applicable, is to commence. The furnished information shall include an explanation of (1) the terms and conditions of the single life annuity form (along with the New Surviving Spouse's Pension), (2) such participant's right to make an election to receive his Additional Pension in a lump sum payment and the effect of such election, (3) such participant's right to make the 75% election with respect to the New Surviving Spouse's Pension and the effect of such election, (4) sufficient additional information to explain the relative values of the available benefit forms, (5) the rights of such participant's spouse, and (6) the right to revoke any such election and the effect of such revocation. The period of time during which a participant may make or revoke this election shall be the 180-day period ending on the date such participant's Age, Disability or Vested Pension, whichever is applicable, is to commence. Any election by a participant to receive a lump sum payment and/or to receive a 75% monthly lifetime New Surviving Spouse's Pension must be consented to by his spouse.

Subject to the following guidelines, any participant who elects to receive his Additional Pension in a lump sum payment on or after January 1, 1993 will have the option to request that all or a portion of his Additional Pension be transferred directly to another qualified plan or annuity plan, a tax sheltered annuity, an individual retirement account or annuity established by the

participant or an eligible plan which is maintained by a governmental entity which agrees to separately account for the rollover, with any remainder of his lump sum payment paid directly to him. The lump sum payment may not be directly transferred to another plan or account unless (1) the participant reasonably expects to receive \$200 or more in a Plan Year or, if he elects to transfer less than 100% of his Additional Pension, the amount he elects to transfer is at least \$500, and (2) if requested by the trustees, the participant furnishes the trustees with a statement from the plan or account to which the transfer is to be made that it is, or is intended to be, a qualifying plan as described above, as applicable, and that it will accept the transfer. Any portion of the lump sum payment a participant elects to have paid directly to him will have 20% withheld for federal income tax by the plan. The withholding requirement imposed on the plan is mandatory and cannot be waived. Only the benefit amount received directly by the participant will be subject to withholding. No withholding will be imposed on the portion of the lump sum payment the participant elects to have transferred directly to another plan or account.

As of January 1, 1994, if a participant who elects to receive his Additional Pension in a lump sum payment dies prior to receipt, such lump sum payment will be payable to the participant's surviving spouse (if any, or otherwise to his estate) and the surviving spouse will have the same direct rollover rights and withholding requirements as are described above.

If a participant receives payment of his Additional Pension and returns to employment in the industry, any payments of his Additional Pension previously received will be applied as an offset against any Additional Pension subsequently due the participant.

Increase in Additional Pension

Information regarding increases in Additional Pensions respecting periods prior to October 1, 1999 is contained in section 19.4 of the plan document.

The monthly amount of Additional Pension payable from October 1, 1999 through September 30, 2006 in the form of a single life annuity to a participant who commenced receiving payments prior to October 1, 1999, will increase by 2.4% of the monthly amount of his Additional Pension payable before October 1, 1999.

The monthly amount of surviving spouse's pension based upon a deceased participant's Additional Pension payable from October 1, 1999 through September 30, 2006 to a spouse who commenced receiving payments before October 1, 1999, will increase by 2.4% of the monthly amount of the surviving spouse's pension based on the deceased participant's Additional Pension payable before October 1, 1999.

The monthly amount of Additional Pension payable from October 1, 2006 through September 30, 2007 in the form of a single life annuity to a participant who commenced receiving payments prior to October 1, 2006, will increase by 3% of the monthly amount of his Additional Pension payable before October 1, 2006.

The monthly amount of surviving spouse's pension based upon a deceased participant's Additional Pension payable from October 1, 2006 through September 30, 2007 to a spouse who commenced receiving payments before October 1, 2006 will increase by 3% of the monthly amount of the surviving spouse's pension based on the deceased participant's Additional Pension payable before October 1, 2006.

The monthly amount of Additional Pension payable from and after October 1, 2007 in the form of a single life annuity to a participant who commenced receiving payments prior to October 1, 2007, will increase by 7% of the monthly amount of his Additional Pension payable before October 1, 2007.

The monthly amount of surviving spouse's pension based upon a deceased participant's Additional Pension payable from and after October 1, 2007 to a spouse who commenced receiving payments before October 1, 2007, will increase by 7% of the monthly amount of the surviving spouse's pension based on the deceased participant's Additional Pension payable before October 1, 2007.

The monthly amount of Additional Pension payable from and after January 1, 2015 in the form of a single life annuity to a participant who commenced receiving payments prior to January 1, 2015, will increase by 2% of the monthly amount of his Additional Pension payable before January 1, 2015.

The monthly amount of surviving spouse's pension based upon a deceased participant's Additional Pension payable from and after January 1, 2015 to a spouse who commenced receiving payments before January 1, 2015, will increase by 2% of the monthly amount of the surviving spouse's pension based on the deceased participant's Additional Pension payable before January 1, 2015.

The monthly amount of Additional Pension payable from and after November 1, 2018 in the form of a single life annuity to a participant who commenced receiving payments prior to November 1, 2018 will increase by 5% of the monthly amount of his Additional Pension payable before November 1, 2018.

The monthly amount of surviving spouse's pension based upon a deceased participant's Additional Pension payable from and after November 1, 2018 to a spouse who commenced receiving payments before November 1, 2018, will increase by 5% of the monthly amount of the surviving spouse's pension based on the deceased participant's Additional Pension payable before November 1, 2018.

LIMITATION ON BENEFITS

The benefit of a participant under the plan will not exceed the maximum benefit permitted under the Code.

ADMINISTRATION

As mentioned in the Introduction, the plan is administered by the trustees of the Agreement of Trust for Maritime Association - I.L.A. Pension Plan. Day-to-day administration is handled by a staff employed by the trustees. The trustees and administrative staff may be contacted at the administrative office. The address and phone number of the administrative office are as follows:

Maritime Association - I.L.A.
Pension, Retirement, Welfare and Vacation Funds
11550 Fuqua, Suite 425
Houston, Texas 77034

Telephone: (281) 484-4343

Applications for benefits may be obtained from the administrative office and, when completed, should be sent there for processing.

The plan trustees as of October 1, 2020 are:

Mark Bridges Shareen Larmond

Adam Brooks Charles Lewis

Eloy Cortez Chris Lewis

Jay Cromie Charles Montgomery

Chelsea Egmon Dave Morgan

Gabriel Garza Larry Sopchak

Benjamin Green Randy Stiefel

Thomas Griffith Shane Taylor

Don Johnson

The plan sponsor is the trustees of the Maritime Association-I.L.A. Pension Plan, 11550 Fuqua, Suite 425, Houston, Texas 77034.

Non-Alienation of Benefits

Neither a participant nor spouse will have the right to assign, pledge, encumber or otherwise transfer any benefits, payments or proceeds of any of his or her share in the trust. However, the plan trustees will comply with the terms of certain judgments and settlements and with the terms of any "qualified domestic relations order" as required under applicable law, provided that any post-October 1, 1990 benefit increases will not apply to "qualified domestic relations orders" determined prior to the date of the benefit increase unless they specifically so provide. A description of the plan's procedures regarding "qualified domestic relations orders" may be obtained, without charge, from the plan's administrative office.

Authority to Amend

The trustees have the authority to amend the plan, in whole or in part, or to change benefits.

Procedure With Respect To Denied Claims

If a participant or spouse submits an application for benefits, any claim for plan benefits filed and any review of such claim which is denied or modified will be processed in accordance with the written plan claims procedures established by the trustees. These procedures are attached to this summary plan description as "Appendix C" for your information and use.

Other Facts You Should Know

The plan administrator's IRS identification number is 74-1721447. The plan number is 001. All plan fiscal records are kept on a plan year basis, October 1 through September 30. The administrator employed by the trustees is designated as agent for service of legal process for the plan. This agent is located at 11550 Fuqua, Suite 425, Houston, Texas 77034. Service of legal process may also be made on a plan trustee at 11550 Fuqua, Suite 425, Houston, Texas 77034.

Rights Upon Plan Termination

The trustees have the authority to terminate the plan.

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation ("PBGC"), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, as of January 1, 2011 the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33. The PBGC's maximum guarantee limit is \$35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of: (i) the date the plan terminates or (ii) the time the plan becomes insolvent; (3) benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and (4) nonpension benefits, such as certain death benefits.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, NW., Suite 930, Washington, D.C. 20005-4026 or call (800) 736-2444. Additional information about the PBGC's pension insurance program is available through the PBGC'S website on the Internet at http://www.pbgc.gov.

ERISA Rights

As a participant in the plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits.

- Examine, without charge, at the plan's administrative office and at other specified locations, such as worksites and union halls, all documents governing the plan, including collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the
 operation of the plan, including collective bargaining agreements, copies of the latest
 annual report (Form 5500 Series) and updated summary plan description. The plan
 administrator may make a reasonable charge for the copies, except for copies of the
 pension sections of the collective bargaining agreements, which are available at no
 charge.
- 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.
- Obtain a statement telling you whether you have a right to receive a benefit under the plan and, if so, what your benefits would be if you stop working under the plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so 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 benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, 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 charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a 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 you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that 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 person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

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 directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 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.

TABLE A-2007

EFFECTIVE FOR RETIREMENTS ON OR AFTER 10/1/2007 7.0% INCREASE AMOUNT OF MONTHLY AGE AND DISABILITY PENSION

	2000 & OVER	76.02	152.04	228.06	304.05	380.09	532.12	608.12	684.14	760.17	836.19	912.21	988 23	1064 25	1140.24	1216.28	1292 28	1368 30	1444.32	1520.32	1549,30	1578.25	1607.20	1636.16	1665.12	1694.10	1723.03	1751.98	1780.95 1809.91
	1900-	72.39	144.79	217.19	289.59	351.97	506.76	579.18	651.57	723.96	796.36	868.76	941.15	1013.55	1085.94	1158.36	1230.75	1303.15	1375.54	1447.94	1476.88	1505.85	1534.81	1563.76	1592.72	1621.69	1650.63	1679.60	1708.55 1737.52
	1800- 1899	68.79	137.55	206.33	275.13	243.88 412.66	481.46	550.19	619.00	687.76	756.55	825.31	894.08	962.89	1031.65	1100.43	1169.21	1237.98	1306.76	1375.54	1404.49	1433.46	1462.40	1491.36	1520.32	1549.30	1578.23	1607.20	1636.16 1665.12
	1700- 1799	65.16	130.33	195.46	200.02	390.95	456.10	521.26	586.41	651.57	716.73	781.89	847.04	912.21	977.34	1042.51	1107.68	1172.81	1237.98	1303.15	1332.12	1361.05	1390.00	1418.97	1447.94	1476.88	1505.84	1534.81	1563.76 1592.71
	1600- 1699	61.54	123.09	184.61	307.68	369.23	430.44	492.31	553.82	615.37	676.91	738.44	799.98	861.51	923.05	984.60	1046.12	1107.68	1169.21	1230.74	1259.71	1288.64	1317.61	1346.57	1375.54	1404.48	1433.45	1462.40	1491.36 1520.32
AVERAGE ANNITAL HOLIDS OF EMBLOXMENT IN THE INCIDENCE	1500- 1599	57.93	115.82	173.70 234.68	289.59	347.50	405.41	463.33	521.26	579.18	637.10	695.01	752.93	810.83	868.76	926.66	984.60	1042.51	1100.43	1158.36	1187.31	1216.26	1245.21	1274.18	1303.15	1332.09	1361.05	1390.00	1447.91
NE SO SOI	1400-	54.28	108.59	217 19	271.50	325.78	380.10	434.38	488.68	542.97	597.29	651.57	705.84	760.15	814.46	868.76	923.05	977.34	1031.65	1085.94	1114.91	1143.85	1172.81	1201.77	1230.75	1259.69	1288.64	1317.61	1375.53
OH IVIIN	1300- 1399	50.67	152.04	202.74	253.38	304.05	354.74	405.41	456.10	506.77	557.44	608.12	628.79	709.46	760.15	810.83	861.51	912.21	962.89	1013.55	1042.50	1071.46	1100.43	1129.38	1158.36	107.29	1216.26	1245.21	1303.13
ERAGE AN	1200- 1299	47.06	141 18	188.23	235.29	282.35	329.41	376.47	423.52	470.57	517.64	564.68	611.74	628.79	705.85	752.93	799.98	847.03	894.08	941.15	970.09	999.06	1028.03	1056.99	1085.93	11.00	1143.63	1201 77	1230.72
A	1100-	43.44	130.33	173.77	217.19	259.60	304.05	347.49	390.95	434.38	477.82	521.26	564.68	608.12	651.57	695.01	738.45	781.88	825.30	868.76	897.70	920.00	900.00	984.60	1013.34	1074.30	1400 43	1129.36	1158.34
	1000-	39.82	119.44	159.26	199.09	238.90	278.73	318.54	308.34	398.10	437.99	47.02	517.64	557.44	597.27	637.10	6/6.92	716.73	756.55	796.36	825.30	77:400	003.24	912.21	970.13	90.000	1028.03	1056.96	1085.93
	-006	36.19	108.59	144.79	181.00	217.19	253.38	20832	323.78	200 16	434.30	454.50	470.37	200.77	242.97	578.18	010.30	051.57	707.76	750.04	704.00	840.83	010.03	868 74	897 70	926.66	955.63	984.59	1013.54
	800-	32.57	97.74	130.31	162.89	195.45	228.06	200.02	325.20	358.34	300.04	722.52	453.32	430.10	400.00	552 01	500.00	280.39	010.99	6001.00	700 46	738.45	767 40	796.35	825.30	854 27	883 24	912.17	941.13
	700- 79 <u>9</u>	28.97 57.93	86.87	115.82	144.79	173.77	202.70	260.62	289.52	318.52	347.50	376.18	07.0.40 4.40 4.40	400.4	454.30	403.32	524.20	521.20	570.19	07.9.17 808.14	637.10	666.02	00 709	723.94	752.92	781.88	810.81	839.80	868.75
COMPLETED	YEARS OF SERVICE	7 2	က	4	S.	9 1	~ α	οσ	, C	; ==	. 2	i হ	2 7	ī Ķ	5 6	17	- C	5 6	6.00	2 2	2 %	23	24	25	26	27	28	29	30

EFFECTIVE FOR RETIREMENTS ON OR AFTER 11/1/2018 5.0% INCREASE AMOUNT OF MONTHLY AGE AND DISABILITY PENSION

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COMPLETED					AV	AVERAGE AN	ANNUAL HOURS OF		APLOYME	NT IN THE	EMPLOYMENT IN THE INDUSTRY			
YEARS OF	-002	-008	-006	1000-	1100-	1200-	1300-	1400-	1500-	1600-	1700-	1800-	1900-	2000 &
SERVICE	799	866	<u>666</u>	1099	1199	1299	1399	1499	1599	1699	1799	1899	1999	OVER
-	31.03	34.89	38.76	42.65	46.52	50.41	54.27	58.13	62.04	65.91	69.79	73.67	77.53	81.42
2	62.04	69.79	77.53	85.29	93.04	100.79	108.56	116.30	124.05	131.83	139.59	147.31	155.07	162.83
က	93.04	104.67	116.30	127.92	139.59	151.20	162.83	174.45	186.12	197.72	209.33	220.98	232.61	244.25
4	124.05	139.57	155.07	170.56	186.11	201.59	217.10	232.61	248.13	263.62	279.12	294.66	310.15	325.64
2	155.07	174.45	193.85	213.22	232.61	252.00	271.37	290.77	310.15	329.53	348.91	368.30	387.67	407.08
9	186.11	209.33	232.61	255.86	278.03	302.39	325.64	348.91	372.18	395.45	418.71	441.96	465.23	488.49
7	217.09	244.25	271.37	298.52	325.64	352.80	379.93	407.08	434.19	461.00	488.49	515.64	542.74	569.90
ω	248.13	279.12	310.15	341.15	372.16	403.20	434.20	465.23	496.23	527.27	558.26	589.25	620.30	651.30
6	279.12	314.02	348.91	383.78	418.71	453.59	488.49	523.38	558.26	593.14	628.04	662.95	697.83	732.71
10	310.15	348.91	387.67	426.43	465.23	503.98	542.75	581.52	620.30	659.06	697.83	736.59	775.36	814.14
1	341.14	383.78	426.43	469.09	511.75	554.40	597.02	639.69	682.33	724.97	767.62	810.26	852.91	895.56
12	372.17	418.69	465.22	511.75	558.26	604.77	651.30	697.83	744.36	790.87	837.40	883.91	930.44	976.98
13	403.21	453.59	503.98	554.40	604.77	655.17	705.56	755.96	806.39	826.78	907.18	957.56	1007.97	1058.40
4	434.19	488.48	542.75	597.02	651.30	705.56	759.83	814.12	868.39	922.68	976.97	1031.26	1085.52	1139.81
15	465.22	523.38	581.52	639.67	697.83	755.97	814.12	872.29	930.44	988.59	1046.73	1104.90	1163.04	1221.20
16	496.21	558.26	620.30	682.33	744.36	806.39	868.39	930.44	992.46	1054.51	1116.53	1178.56	1240.60	1302.63
17	527.25	593.13	90'659	724.98	790.88	826.78	922.68	988.59	1054.51	1120.40	1186.33	1252.23	1318.14	1384.04
18	558.27	628.03	697.83	767.62	837.40	907.17	929.92	1046.73	1116.53	1186.33	1256.08	1325.87	1395.67	1465.45
19	589.25	662.93	736.59	810.26	883.89	957.56	1031.26	1104.90	1178.56	1252.23	1325.87	1399.54	1473.20	1546.87
20	620.29	697.81	775.34	852.91	930.44	1007.97	1085.51	1163.04	1240.60	1318.12	1395.67	1473.20	1550.75	1628.27
21	651.28	728.84	806.38	883.89	961.44	1038.97	1116.52	1194.07	1271.61	1349.15	1426.70	1504.21	1581.74	1659.30
22	682.33	759.83	837.40	914.92	992.45	1070.00	1147.53	1225.07	1302.61	1380.13	1457.68	1535.23	1612.76	1690.31
23	713.31	790.88	868.39	945.95	1023.48	1101.02	1178.56	1256.08	1333.62	1411.16	1488.69	1566.23	1643.78	1721.31
24	744.33	821.89	899.44	94926	1054.51	1132.04	1209.57	1287.10	1364.64	1442.18	1519.72	1597.25	1674.79	1752.33
25	775.34	852.89	930.42	1007.95	1085.50	1163.03	1240.60	1318.14	1395.67	1473.20	1550.74	1628.27	1705.80	1783.34
26	806.38	883.89	961.44	1038.97	1116.51	1194.05	1271.59	1349.13	1426.67	1504.20	1581.74	1659.30	1736.83	1814.38
27	837.40	914.92	992.46	1070.00	1147.53	1225.07	1302.61	1380.13	1457.68	1535.23	1612.75	1690.28	1767.83	1845.36
28	868.38	945.95	1023.48	1101.02	1178.56	1256.08	1333.62	1411.16	1488.69	1566.23	1643.78	1721.31	1798.85	1876.37
59	899.42	976.93	1054.49	1132.01	1209.55	1287.10	1364.64	1442.18	1519.71	1597.25	1674.79	1752.33	1829.85	1907.40
30	930.43	1007.95	1085.50	1163.03	1240.58	1318.10	1395.65	1473.19	1550.72	1628.27	1705.79	1783.34	1860.88	1938.42

TABLE A-2015

EFFECTIVE FOR RETIREMENTS ON OR AFTER 1/1/2015	2.0% INCREASE	AMOUNT OF MONTHLY AGE AND DISABILITY PENSION	

COMPLETED					AVE	ERAGE AN	AVERAGE ANNUAL HOURS OF	JRS OF EN	EMPLOYMENT IN THE INDUSTRY	NT IN THE	INDUSTR			
YEARS OF	-002	-008	-006	1000-	1100-	1200-	1300-	1400-	1500-	1600-	1700-	1800-	1900-	2000 &
SERVICE	799	888	<u>666</u>	1099	1199	1299	1399	1499	1599	1699	1799	1899	1999	OVER
-	29.55	33.23	36.91	40.62	44.31	48.01	51.69	55.36	59.09	62.77	66.46	70.17	73.84	77.54
2	59.09	66.46	73.84	81.22	88.61	95.99	103.39	110.77	118.14	125.55	132.94	140.30	147.69	155.08
က	88.61	69.66	110.77	121.83	132.94	144.00	155.08	166.15	177.25	188.31	199.37	210.46	221.53	232.62
4	118.14	132.92	147.69	162.44	177.25	191.99	206.76	221.53	236.32	251.07	265.83	280.63	295.38	310.13
IJ	147.69	166.15	184.62	203.07	221.53	240.00	258.45	276.93	295.38	313.84	332.30	350.76	369.21	387.69
9	177.25	199.36	221.53	243.68	264.79	287.99	310.13	332.30	354.45	376.62	398.77	420.92	443.07	465.23
7	206.75	232.62	258.45	284.30	310.13	336.00	361.84	387.70	413.52	439.05	465.23	491.08	516.90	542.76
8	236.32	265.83	295.38	324.91	354.44	384.00	413.52	443.07	472.60	502.16	531.68	561.19	590.76	620.29
6	265.83	299.07	332.30	365.51	398.77	431.99	465.23	498.46	531.68	564.89	598.14	631.38	664.60	697.82
10	295.38	332.30	369.21	406.12	443.07	479.99	516.90	553.83	590.76	627.67	664.60	701.52	738.44	775.37
11	324.89	365.51	406.12	446.75	487.38	528.00	568.59	609.23	649.84	690.45	731.06	771.68	812.29	852.92
12	354.45	398.75	443.07	487.38	531.68	575.97	620.29	664.60	708.91	753.21	797.53	841.82	886.13	930.46
13	384.01	431.99	479.98	528.00	575.97	623.98	671.96	719.96	767.99	815.98	863.98	911.97	959.97	1008.00
14	413.52	465.22	516.90	568.59	620.29	671.96	723.65	. 775.35	827.04	878.74	930.45	982.15	1033.83	1085.53
15	443.07	498.46	553.83	609.21	664.60	719.97	775.35	830.75	886.13	941.51	996.88	1052.29	1107.66	1163.05
16	472.58	531.68	590.76	649.84	708.91	767.99	827.04	886.13	945.20	1004.29	1063.36	1122.44	1181.52	1240.60
17	502.15	564.89	627.67	690.45	753.21	815.98	878.74	941.51	1004.29	1067.04	1129.84	1192.60	1255.37	1318.13
18	531.69	598.12	664.60	731.06	797.52	863.97	930.46	996.88	1063.36	1129.84	1196.26	1262.74	1329.21	1395.67
19	561.19	631.37	701.51	771.68	841.80	911.96	982.15	1052.29	1122.44	1192.60	1262.74	1332.90	1403.05	1473.21
20	590.75	664.58	738.42	812.29	886.13	959.97	1033.82	1107.66	1181.52	1255.36	1329.21	1403.05	1476.90	1550.73
21	620.27	694.14	767.98	841.80	915.65	989.49	1063.35	1137.21	1211.05	1284.91	1358.76	1432.58	1506.42	1580.28
22	649.84	723.65	797.52	871.36	945.19	1019.04	1092.89	1166.73	1240.59	1314.41	1388.27	1462.13	1535.96	1609.82
23	679.35	753.21	827.04	900.90	974.75	1048.59	1122.44	1196.26	1270.11	1343.96	1417.80	1491.65	1565.51	1639.34
24	708.89	782.75	856.61	930.46	1004.29	1078.13	1151.97	1225.81	1299.66	1373.50	1447.35	1521.19	1595.04	1668.88
25	738.42	812.28	886.12	959.95	1033.81	1107.64	1181.52	1255.37	1329.21	1403.05	1476.90	1550.73	1624.57	1698.42
26	767.98	841.80	915.66	989.49	1063.35	1137.19	1211.04	1284.88	1358.73	1432.57	1506.42	1580.28	1654.12	1727.98
27	797.52	871.36	945.20	1019.04	1092.89	1166.73	1240.59	1314.41	1388.27	1462.12	1535.96	1609.79	1683.64	1757.49
28	827.03	900.90	974.75	1048.59	1122.44	1196.26	1270.11	1343.96	1417.80	1491.65	1565.51	1639.34	1713.19	1787.02
29	856.59	930.41	1004.28	1078.10	1151.95	1225.81	1299.66	1373.50	1447.35	1521.19	1595.04	1668.88	1742.72	1816.57
30	886.12	959.95	1033.81	1107.64	1181.50	1255.34	1329.20	1403.04	1476.87	1550.73	1624.56	1698.42	1772.27	1846.11

TABLE B-2007

MARITIME ASSOCIATION - I.L.A. PENSION PLAN **OCTOBER 1, 2007 - 7.0% INCREASE SECTION 18 PENSION PAYMENTS**

											HOUF	HOURS OF COVERED EMPLOYMENT	OVERE	ED EMP	LOYME	Į.							
CALENDAR	12	AT LEAST	AT LEAST	90,	200-	300-	400-	202	008	2002	8												1
YEARS		1 HOUR			299	388	499	5 6	-000	-00/	-009	-006	-000-	1100-	1200-	1300-	1400-	1500-	1600-			1900- 2	2000 &
1937	MONTHLY	16.802		1.						6		n n n	RRO.	1188	1288	1388	1499	1589	1699	1799	1899	1989 (OVER
thru	RETIREMENT																	ı	1	•	•	1	
1955	BENEFIT X																						
	NUMBER OF																						
	YEARS																						
1956	MONTHLY	,	16.802	(0)	i	,				•													
	BENEFIT													1		T)	ı		5	ı	r	•	
1957	MONTHLY		1	1,424	2 848	4 272	5 895	A 202	309	u G	0		;										
THRU	BENEFIT			!			2	300	650.0	3.083	785.11	11.392	11.392	11.392	17.086	17.086	17.086	17.086	22.782	22.782	22.782	22.782 2	22.782
1965	BASED ON																						
	EACH YEAR'S																						
	HOURS																						
1966	MONTHLY		28	1.424	2.848	4.272	5.695	7.218	8.543	9.967	11.392	12.815	14.239	15.662	17 086	18 510	10 034	36.50	7				!
THRU	BENEFIT														8	2	20.00			24.205	25.628	27.052 2	28.476
1975	BASED ON																						
	EACH YEAR'S																						
	HOURS																						
1976	MONTHLY	9	1	2.848	4.272	5.695	7.118	8.543	296.6	11 392	12815	14 230	15.662	000	0 7 7	6							
THRU	BENEFIT												2002	990.71	0.010	19.834	21.355	22.782	24.205	25.628	27.052 2	28.476 2	28.476
1985	BASED ON																						
	EACH YEAR'S																						
	HOURS																						

* Early retirement (less than age 62) is actuarially reduced.
* Postponed retirement (after age 62 but not after age 70) for retirements on or after January 1, 1976, Plan states actuarially increased by factor determined by the Trustees.

TABLE B-2015

MARITIME ASSOCIATION - I.L.A. PENSION PLAN JANUARY 1, 2015 - 2.0% INCREASE **SECTION 18 PENSION PAYMENTS**

											HOUR	S OF C	HOURS OF COVERED EMPLOYMENT	D EMPI	OYME.	F							
CALENDAR	8	AT LEAST	AT LEAST	100-	200-	300-	400-	500-	-009	700-	-008	-006	1000-	1100-	1200-	1300-	1400-	1500-	1600-	1700-	1800-	1900-	2000 &
YEARS)	1 HOUR	100 HOURS	188	288	388	499	200	669	799	668	566	1099	1199	1299	1399	1499	1599	1689	1799	1899		OVER
1937	MONTHLY	17.138		2	,	,		 		'	1	'	'	1	'				3	'	,	Ι.	
thru	RETIREMENT																						
1955	BENEFIT X																						
	NUMBER OF																						
	YEARS																						
1956	MONTHLY		17.138				,		704	•	•	1	'	1	•	•	•	•	•	'	t	1	
	BENEFIT																						
1957	MONTHLY			1.452	2.905	4.357	5.808	5.808	5.808	5.808	11.620	11.620	11.620	11.620	17.428	17.428	17.428	17.428	23.237	23.237	23.237	23.237	23.237
THRU	BENEFIT																						
1965	BASED ON																						
	EACH YEAR'S																						
	HOURS																						
1966	MONTHLY			1.452	2.905	4.357	5.808	7.362	8.714	10.167	11.620	13.072	14.524	15.975	17.428	18,880	20.332	21.782	23.237	24.690	26.141	27.593	29.046
THRU	BENEFIT																						
1975	BASED ON																						
	EACH YEAR'S																						
	HOURS																						
1976	MONTHLY	,		2.905	4.357	5.808	7.261	8.714 10.167		11.620	13.072	14.524	15.975	17.428	18.880	20.332	21.782 2	23.237	24,690	26.141	27.593	29.046	29.046
THRU	BENEFIT																						
1985	BASED ON																						
	EACH YEAR'S																						
	HOURS																						

^{*} Early retirement (less than age 62) is actuarially reduced.

* Postponed retirement (after age 62 but not after age 70) for retirements on or after January 1, 1976, Plan states actuarially increased by factor determined by the Trustees.

TABLE B-2018

MARITIME ASSOCIATION - I.L.A. PENSION PLAN NOVEMBER 1, 2018 - 5.0% INCREASE SECTION 18 PENSION PAYMENTS

											HOUR	S OF C	HOURS OF COVERED EMPLOYMENT	D EMP	LOYME	LN							
	1																						
CALENDAR	4R	AT LEAST	AT LEAST	100-	200-	300-	400-	-200	-009	-002	-008	-008	1000-	1100-	1200-	1300-	1400-	1500-	1600-	1700-	1800-	1900-	2000 &
YEARS		1 HOUR	100 HOURS	199	299	399	499	669	669	789	668	666	1099	1199	1299	1399	1499	1599	1699	1799	1899	1999	OVER
1937	MONTHLY	17.994								24) (F				4						ľ		
thru	RETIREMENT																						
1955	BENEFIT X																						
	NUMBER OF																						
	YEARS																						
1956	MONTHLY		17.994 -			*			90.	Tr.	or or			•		•			114				
	BENEFIT																						
1957	MONTHLY	(4)	,	1.525	3.050	4.575	6.099	6.009	6.039	6:039	12.201	12.201	12.201	12.201	18.299	18.299	18.299	18.299	24.399	24.399	24.399	24.399	24.399
THRU	BENEFIT																						
1965	BASED ON																						
	EACH YEAR'S																						
	HOURS																						
1966	MONTHLY	×	,	1.525	3.050	4.575	6.099	7.730	9.150	10.675	12.201	13.725	15.250	16.774	18.299	19.824	21.349	22.872	24.399	25.924	27.448	28.973	30.498
THRU	BENEFIT																						
1975	BASED ON																						
	EACH YEAR'S								,														
	HOURS																						
1976	MONTHLY			3.050	4.575	6.099	7.624	9.150	9.150 10.675	12.201	13.725	15.250	16.774	18.299	19.824	21.349	22.872	24.399	25.924	27.448	28.973	30.498	30.498
THRU	BENEFIT																						
1985	BASED ON																						
	EACH YEAR'S																						
	HOURS																						

^{*} Early retirement (less than age 62) is actuarially reduced.

* Postponed retirement (after age 62 but not after age 70) for retirements on or after January 1, 1976, Plan states actuarially increased by factor determined by the Trustees.

TABLE C-2015

MARITIME ASSOCIATION - I.L.A. PENSION PLAN SCHEDULE OF ADDITIONAL MONTHLY PENSIONS PAYABLE AT AGE 65 AS SINGLE-LIFE ANNUITIES EFFECTIVE 1-1-2015 - 2.0% INCREASE

2000 & Over	1.34	3.99	5.33	99'9	8.00	9.34	10.66	11.99	13.33	14.67	16.00	17.32	18.66	19.99	21.33	22.67	23.99	25.32	26.66	42.62	58.62	74.57	90.55	106.54
1900- 1999	1.27	3.80	90.9	6.34	7.61	8.88	10.14	11.41	12.67	13.94	15.21	16.47	17.74	19.02	20.28	21.55	22.82	24.08	25.35	40.52	55.65	70.84	86.04	101.20
1800- 1899	1.20	3.59	4.79	00.9	7.19	8.39	9.59	10.79	11.98	13.18	14.38	15.57	16.77	17.98	19.18	20.37	21.57	22.77	23.97	38.33	52.74	67.16	81.50	95.91
1700- 1799	1.13	3.40	4.54	99'9	6.79	7.93	90.6	10.20	11.33	12.46	13.59	14.72	15.86	16.99	18.12	19.26	20.39	21.53	22.65	36.19	49.82	63.40	77.00	90.55
1600- 1699	1.07	3.11	4.27	5.34	6.40	7.47	8.54	9.60	10.67	11.74	12.80	13.87	14.94	16.01	17.07	18.14	19.21	20.27	21.34	34.12	46.90	29.62	72.47	85.23
1500- 1599	1.00	2.99	3.99	5.00	9.00	7.00	7.99	8.99	9.99	10.99	11.99	12.98	13.99	14.99	15.99	16.99	17.98	18.98	19.99	31.96	44.00	55.93	67.94	79.93
1400- 1499	0.93	2.80	3.73	4.66	5.59	6.53	7.46	8.39	9.32	10.26	11.19	12.12	13.05	13.99	14.92	15.85	16.78	17.95	18.65	29.81	41.02	52.19	63.40	74.57
1300- 1399	0.86	2.60	3.46	4.34	5.20	6.07	6.93	7.80	8.67	9.53	10.41	11.27	12.13	13.01	13.87	14.73	15.60	16.47	17.33	27.72	38.10	48.49	58.85	69.25
1200- 1299	0.79	2.39	3.20	3.99	4.79	5.59	6.39	7.19	7.99	8.78	9.59	10.38	11.19	11.98	12.78	13.58	14.38	15.18	15.98	25.55	35.18	44.76	54.35	63.93
1100- 1199	0.74	2.20	2.92	3.66	4.40	5.12	5.86	6.58	7.32	8.06	8.78	9.52	10.24	10.98	11.72	12.44	13.18	13.91	14.64	23.44	32.23	41.02	49.82	58.62
1000-	0.67	1.99	2.66	3.33	3.99	4.66	5.32	5.99	6.65	7.32	7.99	8.64	9.31	9.98	10.65	11.32	11.97	12.64	13.31	21.34	29.28	37.30	45.29	53.27
-006	0.60	1.81	2.41	3.00	3.60	4.20	4.81	5.41	6.01	6.61	7.21	7.82	8.41	9.04	9.61	10.21	10.82	11.42	12.02	19.17	26.37	33.57	40.75	47.94
-008 899	0.53	1.60	2.13	2.66	3.19	3.72	4.26	4.79	5.32	5.85	6.38	6.92	7.45	7.98	8.51	9.04	9.58	10.11	10.64	17.06	23.44	29.81	36.19	42.62
700-	0.47	1.40	1.86	2.34	2.80	3.27	3.73	4.20	4.66	5.13	5.59	6.07	6.53	7.00	7.46	7.93	8.39	8.86	9.32	14.92	20.51	26.13	31.70	37.30
YEARS SERVICE	T 2	က	4	2	9	7	œ	6	10	7	12	13	14	15	16	17	18	19	20	21	22	23	24	25+

NOTE: Additional pensions must be reduced by early retirement factors if payment begins before age 65 and by contingent annuity factors if participant is married.

If a participant attains age 65 and completes 20 or more years of service by 10/1/87, the additional pension is determined as if the participant had 25 years of service.

TABLE C-2018

MARITIME ASSOCIATION - I.L.A. PENSION PLAN SCHEDULE OF ADDITIONAL MONTHLY PENSIONS PAYABLE AT AGE 65 AS SINGLE-LIFE ANNUITIES EFFECTIVE 11-1-2018 - 5.0% INCREASE

2000 & <u>Over</u>	1.40	2.80	4.19	5.60	7.00	8.40	9.80	11.19	12.59	14.00	15.40	16.80	18.19	19.59	20.99	22.40	23.80	25.19	26.59	27.99	44.75	61.55	78.30	95.07	111.87
1900- 1999	1.33	2.66	3.99	5.32	99.9	7.99	9.32	10.65	11.98	13.31	14.64	15.97	17.30	18.63	19.97	21.30	22.63	23.96	25.29	26.62	42.54	58.43	74.38	90.34	106.26
1800- 1899	1.26	2.51	3.77	5.03	6.30	7.55	8.81	10.07	11.33	12.58	13.84	15.10	16.35	17.61	18.88	20.14	21.39	22.65	23.91	25.17	40.25	55.38	70.52	85.58	100.71
1700- 1799	1.18	2.38	3.57	4.76	5.95	7.13	8.33	9.51	10.71	11.89	13.08	14.27	15.46	16.66	17.84	19.02	20.22	21.41	22.60	23.78	38.00	52.32	66.57	80.85	95.07
1600- 1699	1.12	2.24	3.26	4.48	5.61	6.72	7.84	8.97	10.08	11.20	12.33	13.44	14.56	15.69	16.81	17.92	19.05	20.17	21.28	22.41	35.83	49.24	62.66	26.09	89.49
1500- 1599	1.05	2.10	3.14	4.19	5.25	6.30	7.35	8.39	9.44	10.49	11.54	12.59	13.63	14.69	15.74	16.79	17.84	18.88	19.93	20.99	33.56	46.20	58.72	71.34	83.93
1400- 1499	0.98	1.96	2.94	3.92	4.90	2.87	6.85	7.83	8.81	9.79	10.77	11.75	12.73	13.71	14.69	15.66	16.64	17.62	18.84	19.58	31.30	43.07	54.80	66.57	78.30
1300- 1399	0.91	1.83	2.73	3.64	4.56	5.46	6.37	7.28	8.19	9.10	10.01	10.93	11.83	12.74	13.66	14.56	15.47	16.38	17.30	18.20	29.10	40.01	50.91	61.79	72.71
1200- 1299	0.83	1.68	2.51	3.36	4.19	5.03	5.87	6.71	7.55	8.39	9.22	10.07	10.90	11.75	12.58	13.42	14.26	15.10	15.94	16.78	26.83	36.94	46.99	57.07	67.13
1100- 1199	0.77	1.54	2.31	3.07	3.84	4.62	5.38	6.15	6.91	7.69	8.46	9.22	10.00	10.76	11.53	12.30	13.07	13.84	14.60	15.37	24.61	33.84	43.07	52.32	61.55
1000- 1099	0.70	1.40	2.09	2.79	3.49	4.19	4.90	5.58	6.29	6.9	7.69	8.39	9.08	9.78	10.48	11.18	11.88	12.57	13.27	13.97	22.41	30.75	39.16	47.55	55.94
-006 -006	0.63	1.26	1.90	2.53	3.15	3.78	4.41	5.05	5.68	6.31	6.94	7.57	8.21	8.84	9.49	10.09	10.72	11.36	11.99	12.62	20.13	27.68	35.25	42.79	50.33
800-	0.56	1.11	1.68	2.24	2.79	3.35	3.90	4.47	5.03	5.58	6.14	6.70	7.26	7.82	8.38	8.93	9.49	10.06	10.61	11.17	17.91	24.61	31.30	38.00	44.75
700 -	0.50	0.98	1.47	1.96	2.45	2.94	3.43	3.92	4.41	4.90	5.39	28.9	6.37	6.85	7.35	7.83	8.33	8.81	9.31	9.79	15.66	21.54	27.44	33.29	39.16
YEARS SERVICE	_	2	က	4	5	9	7	œ	6	10	7	12	13	14	15	16	17	18	19	20	21	22	23	24	25+

NOTE: Additional pensions must be reduced by early retirement factors if payment begins before age 65 and by contingent annuity factors if participant is married.

If a participant attains age 65 and completes 20 or more years of service by 10/1/87, the additional pension is determined as if the participant had 25 years of service.

TABLE C-2007

MARITIME ASSOCIATION - I.L.A. PENSION PLAN SCHEDULE OF ADDITIONAL MONTHLY PENSIONS PAYABLE AT AGE 65 AS SINGLE-LIFE ANNUITIES EFFECTIVE 10-1-2007 - 7.0% INCREASE

2000 & Over		1.31	20.2	5.32	0.23 6.53	7.84	9.15	10.45	11.76	13.07	14.38	15.69	16 98	18.29	19.60	20.93	22.21	23.52	24.83	26.14	41.78	57.47	73 11	88 77	104.45	
1900-		7.24	2.40	4 97	6.22	7.46	8.70	9.94	11.18	12.43	13.67	14.91	16.15	17.39	18.64	19.89	21 13	22.37	23.61	24.85	39.72	54.56	69.45	84.35	99.22	
1800- 1899	7	71.1	3.50	4.69	5.88	7.05	8.23	9.40	10.57	11.75	12.92	14.10	15.27	16.44	17.63	18.80	19.98	21.15	22.32	23.50	37.58	5171	65.84	79.91	94.03	
1700- 1799	7	1.1.1	3 33	4 45	5.55	99'9	7.78	8.88	10.00	11.10	12.21	13.33	14.43	15.55	16.66	17.76	18.88	19.99	21.10	22.21	35.48	48.85	62.16	75.49	88.77	
1600- 1699	10	0.00	3.05	4.19	5.24	6.27	7.32	8.37	9.41	10.46	11.51	12.55	13.60	14.65	15.70	16.74	17.79	18.84	19.87	20.92	33.45	45.98	58.50	71.05	83.56	
1500- 1599	o o	7.90 1.96	2.93	3.92	4.90	5.88	6.86	7.83	8.81	9.80	10.78	11.76	12.73	13.71	14.69	15.68	16.66	17.63	18.61	19.60	31.33	43.13	54.83	66.61	78.37	
1400- 1499	0	1.83	2.74	3.66	4.57	5.48	6.40	7.31	8.23	9.14	10.06	10.97	11.88	12.80	13.71	14.63	15.54	16.45	17.59	18.29	29.23	40.22	51.17	62.16	73.11	
1300-	0.85	1.70	2.55	3.40	4.25	5.10	5.92	6.79	7.65	8.50	9.34	10.20	11.05	11.89	12.75	13.60	14.45	15.29	16.15	16.99	27.17	37.36	47.53	57.69	62.89	
1200-	0.78	1.57	2.35	3.14	3.92	4.69	5.48	6.26	7.05	7.83	8.61	9.40	10.18	10.97	11.75	12.53	13.32	14.10	14.89	15.67	25.05	34.49	43.88	53.29	62.68	
1100-	0.72	1.43	2.16	2.87	3.59	4.31	5.05	5.74	6.46	7.18	7.90	8.61	9.33	10.04	10.77	11.49	12.20	12.92	13.63	14.36	22.98	31.60	40.22	48.85	57.47	
1000- 1099	0.65	1.31	1.95	2.61	3.26	3.92	4.57	5.21	5.87	6.52	7.18	7.83	8.48	9.13	9.78	10.44	11.09	11.74	12.39	13.05	20.92	28.71	36.57	44.40	52.23	
-006	0.59	1.17	1.77	2.36	2.95	3.53	4.12	4.72	5.30	5.89	6.48	7.06	7.66	8.25	8.86	9.42	10.01	10.61	11.20	11.78	18.80	25.85	32.91	39.95	47.00	
800-	0.52	1.04	1.57	2.09	2.61	3.13	3.65	4.18	4.69	5.21	5.73	6.25	6.78	7.30	7.82	8.34	8.86	9.39	9.91	10.43	16.73	22.98	29.23	35.48	41.78	
-002 799	0.46	0.91	1.38	1.83	2.29	2.74	3.21	3.66	4.12	4.5/	5.03	5.48	5.95	6.40	98.9	7.31	7.78	8.23	8.69	9.14	14.63	20.11	25.62	31.08	36.57	
YEARS SERVICE	_	7	က	4	വ	1 0	~ 0	∞ (D (2 ;	- (12	. 13	4 ;	15	9 ;	17	, 0	19	20	21	7.7	23	24	25 or	more

NOTE: Additional pensions must be reduced by early retirement factors if payment begins before age 65 and by contingent annuity factors if participant is married.

If a participant attains age 65 and completes 20 or more years of service by 10/1/87, the additional pension is determined as if the participant had 25 years of service.

TABLE C-F

Additional Pension - Special Early Commencement Factors

<u>Age</u>	ER Factor
40	0.637582
41	0.644052
42	0.650925
43	0.658208
44	0.665939
45	0.674143
46	0.682840
47	0.692048
48	0.701789
49	0.712127
50	0.723095
51	0.734716
52	0.747023
53	0.760067
54	0.773917
55	0.788664
56	0.804368
57	0.821074
58	0.838829
59	0.857766
60	0.877958
61	0.899463
62	0.922356
63	0.946701
64	0.972563

TABLE C-F

Contingent Annuitant Option Factors Income to Contingent Annuitant = 50% of Employee's Reduced Income

Percentage of Normal Benefit (without options) Payable to Employee

Mortality: PBGC Healthy Interest: 6.00%

Age of Female	Contingent Annuitant	30	34	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	č.	3 4	- 6	32	5 S
	64	74.1	74.3	74.5	74.7	74.9	75.2	75.4	75.7	75.9	76.2	76.5	76.8	77.1	77.5	77.8	78.2	78.6	78.9	79.3	79.8	200	900	0.00	- 10 7 7	82.0
	63	75.4	75.5	75.7	75.9	76.2	76.4	9.92	76.9	77.2	77.4	7.77	78.0	78.4	78.7	79.0	79.4	79.8	80.1	80.5	80.9	814	9	5 6	92.7	83.1
	62	76.6	76.7	76.9	77.2	77.4	77.6	77.8	78.1	78.4	78.6	78.9	79.2	79.5	79.9	80.2	80.6	80.9	81.3	81.7	82.1	82.5	82.0	2 6	ο α ο α	84.2
	61	77.7	27.9	78.1	78.3	78.5	78.8	79.0	79.3	79.5	79.8	80.1	80.4	80.7	81.0	81.3	81.7	82.0	82.4	82.8	83.2	83.6	84.0	2 2	, 4 4 5 4 5 7	85.3
	09	78.9	79.0	79.2	79.4	79.7	79.9	80.1	80.4	9.08	80.9	81.2	81.5	81.8	82.1	82.4	82.8	83.1	83.5	83.8	84.2	84 6	85.0	2000	85.4	86.2
	29	79.9	80.1	80.3	80.5	80.7	81.0	81.2	81.4	81.7	82.0	82.2	82.5	82.8	83.1	83.5	83.8	84.1	84.5	84.8	85.2	85.6	86.0	86.4	8 8	87.2
	28	81.0	81.2	81.4	81.6	81.8	82.0	82.2	82.5	82.7	83.0	83.3	83.5	83.8	84.1	84.5	84.8	85.1	85.4	85.8	86.2	86.5	86.9	87.3	87.7	88.1
	27	82.0	82.2	82.4	82.6	82.8	83.0	83.2	83.5	83.7	84.0	84.2	84.5	84.8	85.1	85.4	85.7	86.0	86.4	86.7	87.1	87.4	87.8	88.1	88.5	88.9
	56	83.0	83.1	83.3	83.5	83.7	83.9	84.2	84.4	84.7	84.9	85.2	85.4	85.7	86.0	86.3	86.6	86.9	87.2	87.6	87.9	88.3	88.6	89.0	89.3	89.7
e	55	83.9	84.1	84.3	84.4	84.7	84.9	85.1	85.3	85.6	85.8	86.1	86.3	86.6	86.9	87.2	87.5	87.8	88.1	88.4	88.7	89.1	89.4	89.7	90.1	90.4
ge of Male Employee	54	84.8	85.0	85.1	85.3	85.5	85.7	86.0	86.2	86.4	86.7	86.9	87.2	87.4	87.7	88.0	88.3	88.6	88.9	89.2	89.5	80.8	90.1	90.5	806	91.1
Male E	53	85.6	85.8	86.0	86.2	86.4	86.6	86.8	87.0	87.2	87.5	87.7	88.0	88.2	88.5	88.8	89.0	89.3	89.6	89.9	90.2	90.5	806	91	91.5	91.8
Age of	52	86.4	86.6	86.8	87.0	87.2	87.4	87.6	87.8	88.0	88.2	88.5	88.7	89.0	89.2	89.5	89.8	90.1	90.3	90.6	90.9	91.2	91.5	918	92.1	92.4
	51	87.2	87.4	87.6	87.7	87.9	88.1	88.3	88.5	88.8	89.0	89.2	89.5	89.7	90.0	90.2	90.5	90.7	91.0	91.3	91.6	91.8	92.1	92.4	92.7	93.0
	20	88.0	88.1	88.3	88.5	88.7	88.9	89.1	89.3	89.5	89.7	89.9	90.1	90.4	90.6	90.9	91.1	91.4	91.6	91.9	92.2	92.4	92.7	93.0	93.2	93.5
	49		88.8		89.2	89.4	89.6	89.7	89.9	90.2	90.4				91.3			92.0				93.0	93.3	93.5	93.8	94.0
	48	89.4	89.5	89.7	89.9	90.0				90.8					91.9		92.3	92.6	92.8	93.0	93.3	93.5	93.8	94.0	94.3	94.5
	47		90.2		90.5	90.7				91.4		91.8						93.1							94.7	94.9
	46		90.8		91.1					92.0					93.0			93.6				94.5	94.7			95.3
	45	91.2	91.4	91.5	91.7	91.8	92.0	92.2	92.4	92.5	92.7	92.9	93.1	93.3	93.5	93.7	93.9	94.1	94.3	94.5	94.7	94.9	95.1	95.3	95.5	95.7
Age of Female	Contingent Annuitant	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	20	51	52	53	54

TABLE C-F

Contingent Annuitant Option Factors Income to Contingent Annuitant = 50% of Employee's Reduced Income

Percentage of Normal Benefit (without options) Payable to Employee

Mortality: PBGC Healthy Interest: 6.00%

Age of Female	Contingent	Annuitant	20	7	52	53	54	u	, u	2 2	ž č	20	;	09	61	62	63	64	ĸ	9	67	. 89	69	í	2	71	72	73	74
⋖	69		73.7	74.2	747	75.2	75.7	0 94	26.07	7 7 7	78.0	78.6		79.2	79.8	80.5	81.1	81.8	82 6	82.5	83.0	84.6	85.2	L	82.8	9.98	87.3	88.0	98.6
	89		75.1	75.6	76.1	76.6	77.1	77 G	78.0	787	7.6.7	79.9	;	80.5	81.1	81.7	82.4	83.0	83.7	20.00	85.0	85.7	86.3	1	0.78	97.8	88.3	88.9	89.5
	29		76.4	6.92	77.4	77.9	78.4	78.0	79.4	80.0	80.6	81.1		81.7	82.3	82.9	83.5	84.2	848	25.0	86.1	86.7	87.3	3	9.	88.6	89.2	89.8	90.4
	99		7.7.7	78.2	78.6	79.1	9.62	00	80.7	81.2	2 6 7 7 1 7 1 1 1 1	82.3	6	82.9	83.5	84.1	84.6	85.2	8 8	86.5	87.1	87.7	88.3	Ġ	00.0	89.4	90.0	90.6	91.2
	65		79.0	79.4	79.9	80.4	80.8	ά,	0.10	82.4	82.9	83.5		84.0	84.6	85.1	85.7	86.3	98	87.4	88.0	88.6	89.2	00	03.	90.3	8.06	91.4	91.9
	64		80.2	80.6	81.1	81.5	82.0	82 5	83.0	83.5	84.0	84.6	ç	85.1	85.6	86.2	86.7	87.3	87.8	88.4	88.9	89.5	90.0	9	30.0	91.1	91.6	92.1	92.6
	63		81.4	81.8	82.2	82.7	83.1	83	84 1	84.6	85.1	85.6	Š	80.1	9.98	87.2	87.7	88.2	7	80.3	89.8	90.3	90.8	5	5	91.8	92.3	92.7	93.2
	62		82.5	82.9	83.3	83.8	84.2	84.7	85.2	85.6	86.1	86.6	1	0/.	87.6	88.1	88.6	89.1	896	90.1	90.6	91.1	91.5	000	0.50	92.5	92.9	93.4	93.8
	61		83.6	84.0	84.4	84.8	85.3	85.7	86.2	86.6	87.1	87.5	Ġ	0.00	88.5	89.0	89.4	89.9	90.4	6 06	91.3	91.8	92.2	7 60		93.1	93.5	93.9	94.3
9	09		84.6	85.0	85.4	85.8	86.2	86.7	87.1	87.5	88.0	88.4	0	90.9	89.3	83.8	90.3	90.7	212	916	92.0	92.5	92.9	03	9	93.7	94.1	94.5	94.8
Age of Male Employee	29		85.6	86.0	86.4	86.8	87.2	87.6	88.0	88.4	88.9	89.3	0	00.	90.2	90.6	91.0	91.4	919	92.3	92.7	93.1	93.5	0 %	9	94.2	94.6	95.0	95.3
Male	28		86.5	86.9	87.3	87.7	88.1	88.5	88.9	89.3	89.7	90.1	0	90.0	90.9	91.3	91.7	92.1	92.5	92.9	93.3	93.7	94.0	04.4		94.7	95.1	95.4	95.7
Age of	22		87.4	87.8	88.1	88.5	88.9	89.3	89.7	90.0	90.4	90.8	2	7.16	91.6	92.0	92.4	92.8	93.1	93.5	93.9	94.2	94.6	94 9	- 1	95.2	95.5	95.8	96.1
	26		88.3	88.6	89.0	89.3	89.7	0.06	90.4	90.8	91.2	91.5	2		92.3	97.6	93.0	93.3	93.7	94.0	94.4	94.7	95.0	95.3	9 6	92.6	95.9	96.2	96.5
	22		89.1	89.4	89.7	90.1	90.4				91.8		02 5	0.4.0	92.9	93.2	93.6	93.9	94.2	94.5	94.9	95.2	95.5	95.7		96.0	96.3	96.5	96.8
	24					90.8		91.5	91.8	92.1	92.5	92.8					94.1		94.7	95.0	95.3	92.6	95.9	96		96.4	9.96	6'96	97.1
	23		90.5	90.8	91.1	91.5	91.8	92.1	92.4	92.7	93.0	93.4	03.7		94.0	94.3	94.6	94.9	95.2	95.4	95.7	96.0	96.2	96.5	1 0	96.7	96.9	97.1	97.4
	25		91.2	91.5	91.8	92.1	92.4				93.6						95.0		95.6	92.8	96.1	96.3	9.96					97.4	
	21		91.8	92.1	92.4	92.7	93.0	93.3	93.5	93.8	94.1	94.4	979		94.9	95.2	95.4	95.7	95.9	96.2	96.4	9.96	96.9	97.1	01.0	97.3	97.5	97.6	97.8
	20		92.4	92.7	93.0	93.2	93.5	93.8	94.0	94.3	94.6	94.8	95.1		95.3	92.6	95.8	96.1	96.3	96.5	96.7	6.96	97.1	97.3	7	97.5	97.7	97.9	98.0
Age of Female	Contingent		20	51	52	53	54	22	56	22	58	59	09	3	L9	62	63	64	65	99	29	69	69	70	7.	: i	7.5	13	74

TABLE C-F

Contingent Annuitant Option Factors Income to Contingent Annuitant = 50% of Employee's Reduced Incom

Percentage of Normal Benefit (without options) Payable to Employee

Mortality: PBGC Healthy Interest: 6.00%

	Contingent Annuitant	50 52 53 54	55 56 57 58	60 62 63 64	65 67 68 69	70 71 72 73 74
	80		0.587 0.594 0.600 0.607	0.614 0.621 0.628 0.636 0.644	0.653 0.662 0.671 0.680 0.689	0.699 0.709 0.719 0.729 0.739
	62	0.594	0.600 0.606 0.612 0.618 0.625	0.632 0.639 0.647 0.655 0.663	0.671 0.680 0.689 0.698 0.707	0.716 0.726 0.736 0.746 0.756
	78	0.606	0.618 0.624 0.630 0.636 0.643	0.650 0.657 0.665 0.673 0.681	0.689 0.697 0.706 0.715 0.724	0.734 0.743 0.753 0.762 0.772 0.782
	77	0.619 0.624 0.630	0.635 0.641 0.648 0.654 0.661	0.668 0.675 0.682 0.690 0.698	0.706 0.715 0.723 0.732 0.741	0.750 0.759 0.769 0.778 0.798
ee	76	0.631 0.636 0.641 0.647	0.653 0.659 0.665 0.671 0.678	0.685 0.692 0.700 0.707	0.723 0.731 0.740 0.748 0.757	0.766 0.775 0.784 0.793 0.803
Age of Male Employee	75	0.643 0.648 0.653 0.658 0.664	0.670 0.676 0.682 0.688 0.695	0.702 0.709 0.716 0.724 0.732	0.739 0.748 0.756 0.764	0.782 0.790 0.799 0.808 0.817 0.826
Age of Ma	74	0.660 0.665 0.670 0.675 0.681	0.686 0.692 0.698 0.705	0.718 0.725 0.732 0.740 0.747	0.755 0.763 0.771 0.780 0.788	0.796 0.805 0.813 0.822 0.830
	73	0.676 0.681 0.686 0.691 0.697	0.703 0.709 0.715 0.721 0.727	0.734 0.741 0.748 0.755 0.763	0.771 0.778 0.786 0.794 0.802	0.810 0.818 0.827 0.835 0.843
	72	0.692 0.697 0.702 0.707 0.713	0.718 0.724 0.730 0.737 0.737	0.750 0.756 0.763 0.770 0.778	0.785 0.793 0.800 0.808 0.816	0.824 0.831 0.847 0.855 0.863
	71	0.708 0.712 0.717 0.723 0.728	0.734 0.740 0.745 0.752 0.758	0.764 0.771 0.778 0.785 0.792	0.799 0.806 0.814 0.821 0.829	0.836 0.844 0.851 0.859 0.866 0.874
	20	0.723 0.727 0.732 0.738 0.738	0.748 0.754 0.760 0.766 0.772	0.779 0.785 0.792 0.798 0.805	0.812 0.819 0.827 0.834 0.841	0.848 0.855 0.863 0.870 0.877 0.884
Age of Female	Contingent Annuitant	50 53 54	55 56 57 58	60 63 64	65 66 67 68 69	70 71 72 74 75

TABLE D-2007

MARITIME ASSOCIATION - I.L.A. PENSION PLAN SCHEDULE OF LUMP SUM EQUIVALENTS OF ADDITIONAL PENSION

Effective 10-1-2007 - 7.0% Increase

Based on Table C-2007 and UP 1984(+1) @ 6% Interest Lump Sum Equivalents Could be Higher Using PBGC Interest Rates

2000 or <u>more</u>	1/10	286	428	570	713	85.5	866	1.140	1,283	1.425	1,568	1,711	1,853	1,995	2,139	2 281	2.423	2,565	2.709	2 851	4.557	6.268	7 974	0,582	11,391	
1900- 1999	135	27.4	406	542	677	813	948	1.083	1.219	1,354	1.490	1.625	1.761	1.896	2,031	2.167	2,302	2.438	2.573	2.709	4 334	5.950	7.575	9 200	10,821	
1800- 1899	129	256	385	512	641	269	897	1,025	1,153	1,281	1.410	1,537	1,666	1,793	1,922	2.049	2,178	2,306	2,434	2.562	4.101	5,638	7,182	8.715	10,256	
1700- 1799	121	243	363	485	909	727	849	696	1,091	1,212	1,333	1,455	1,575	1,697	1,818	1,939	2,061	2,181	2,303	2,424	3,871	5,329	6.778	8.234	9,682	
1600- 1699	114	228	342	456	571	685	799	913	1,027	1,141	1,255	1,369	1,483	1,597	1,712	1,826	1,940	2,054	2,168	2,282	3.647	5.015	6.381	7.749	9,114	
1500- 1599	107	213	321	428	535	641	748	855	962	1,069	1,176	1,282	1,389	1,496	1,604	1,710	1,817	1,924	2,030	2,138	3,415	4,702	5,980	7,263	8,550	
1400- 1499	66	200	299	398	499	298	269	797	897	266	1,096	1,196	1,296	1,395	1,495	1,595	1,694	1,793	1,894	1,993	3,189	4,388	5,580	6,778	7,974	
1300 <u>1399</u>	93	185	278	370	464	556	649	741	834	927	1,019	1,112	1,204	1,297	1,390	1,483	1,575	1,668	1,761	1,853	2,963	4,074	5,185	6,295	7,403	
1200- 1299	98	170	256	342	428	512	298	684	692	854	940	1,025	1,110	1,196	1,282	1,367	1,452	1,538	1,623	1,709	2,733	3,760	4,785	5,812	6,835	
1100- 1199	78	157	235	313	392	469	547	625	704	782	098	939	1,017	1,095	1,174	1,252	1,329	1,407	1,486	1,564	2,505	3,444	4,388	5,329	6,268	
1000- 1099	71	142	213	284	357	428	499	220	641	712	783	854	925	266	1,069	1,140	1,211	1,282	1,353	1,424	2,282	3,133	3,988	4,841	2,697	
-006	64	129	193	257	322	385	449	513	578	642	206	771	835	888	964	1,027	1,091	1,156	1,220	1,285	2,049	2,817	3,589	4,358	5,125	
800- 899	99	114	170	228	284	341	398	455	512	269	625	683	739	797	853	910	296	1,024	1,081	1,137	1,824	2,505	3,189	3,871	4,557	
700- 799	20	66	150	200	249	299	349	400	449	499	548	298	649	669	748	798	848	868	948	866	1,594	2,194	2,794	3,390	3,988	
Years of Service	_	7	က	4	co.	9 1	~ 0	× ×	ກຸ	2;	- 1	7	5 ;	4 ;	15	16	17	<u>8</u>	19	50	21	22	53	24	25 or more	i

TABLE D-2015

MARITIME ASSOCIATION - I.L.A. PENSION PLAN SCHEDULE OF LUMP SUM EQUIVALENTS OF ADDITIONAL PENSION

Effective 1-1-2015 - 2.0% Increase
Based on Table C-2007 and UP 1984(+1) @ 6% Interest
Lump Sum Equivalents Could be Higher Using PBGC Interest Rates

1900- 2000 or 1999 <u>more</u>	138	276	414	3 553 581	691	829	296	1,105	1,243	1,381	1,519	1,658	1,796	1,934	2,072	2,210	2,348	2,486	2,625	2,763	4,421	6,069	7,726	9,384	
1700- 1800- 1799 1899				495 523																					
1500- 1600- 1599 1699				436 465																					
1400-	101	204	305	406	509	610	711	813	915	1,016	1,118	1,220	1,321	1,423	1,525	1,627	1,728	1,829	1,932	2,033	3,253	4,476	5,691	6,914	
1200- 1300 1299 1399				349 378																					
1000- 1100- 1099 1199				290 319																					
900- 10	99	131	197	262	328	393	458	524	589	655	721	286	852	917	683	1,048	1,113	1,179	1,244	1,310	2,090	2,873	3,661	4,446	0
700- 800- 799 899				204 233																		•	,	· · ·	
Years of Service	-	2	ന	4	ro.	9	7	••	O	10	7	12	13	4	15	16	17	8	19	20	21	22	23	24	

TABLE D-2018

MARITIME ASSOCIATION - I.L.A. PENSION PLAN SCHEDULE OF LUMP SUM EQUIVALENTS OF ADDITIONAL PENSION

Effective 11-1-2018 - 5.0% Increase

Based on Table C-2007 and UP 1984(+1) @ 6% Interest Lump Sum Equivalents Could be Higher Using PBGC Interest Rates

1900- 2000 or 1999 more					725 764																				
1800- 1899	138	274	412	549	289	823	961	1,097	1,235	1,372	1,510	1,646	1,784	1,921	2,058	2,195	2,333	2,469	2,607	2,744	4,392	6,039	7,692	9,333	10 084
1700- 1799	129	260	389	520	649	778	606	1,038	1,169	1,298	1,427	1,558	1,687	1,818	1,947	2,077	2,207	2,336	2,467	2,596	4,146	5,707	7,259	8,819	10 370
1600- 169 <u>9</u>	122	244	366	488	612	734	856	878	1,100	1,222	1,344	1,466	1,588	1,710	1,834	1,956	2,078	2,200	2,322	2,444	3,906	5,371	6,834	8,299	6 762
1500- 1599	115	228	343	458	573	289	801	916	1,030	1,145	1,259	1,373	1,488	1,603	1,718	1,831	1,946	2,061	2,174	2,290	3,658	5,035	6,404	7,779	9.157
1400- 1499	106	214	320	427	534	641	747	853	961	1,067	1,174	1,281	1,388	1,494	1,601	1,708	1,814	1,921	2,028	2,135	3,416	4,699	5,976	7,259	8.541
1300	66	198	297	396	497	296	695	794	893	992	1,091	1,191	1,290	1,389	1,489	1,588	1,687	1,786	1,886	1,984	3,173	4,363	5,553	6,742	7,929
1200-	92	183	274	366	458	549	641	732	823	915	1,007	1,097	1,189	1,281	1,373	1,464	1,556	1,647	1,738	1,830	2,927	4,027	5,125	6,225	7.320
1100-	83	168	251	335	419	503	286	029	754	838	921	1,006	1,089	1,172	1,257	1,340	1,424	1,507	1,592	1,675	2,683	3,689	4,699	5,707	6.713
1000-	2/	152	228	305	382	458	534	610	289	763	839	915	991	1,067	1,145	1,221	1,297	1,373	1,449	1,525	2,444	3,356	4,271	5,185	6,101
-006	69	138	207	276	344	412	481	550	619	889	757	826	894	696	1,032	1,100	1,169	1,238	1,307	1,376	2,195	3,017	3,844	4,668	5,489
800-	09	122	183	244	305	365	427	487	549	609	029	731	792	853	914	974	1,036	1,096	1,158	1,218	1,953	2,683	3,416	4,146	4,881
700 -	53	106	161	214	267	320	373	428	481	534	287	641	969	748	801	855	806	962	1,015	1,068	1,707	2,349	2,992	3,631	4,271
Years of Service	-	7	ဗ	4	22	9	7	œ	0	10	11	12	13	14	15	16	17	6	19	20	21	22	23	24	25+

APPENDIX "A" **List of Employers**

- James J. Flanagan Stevedores 1.
- Port of Houston Authority 2.
- Lake Charles Stevedores, Inc. 3.
- P.C. Pfeiffer Company, Inc. 4.
- Ceres Gulf Inc. 5.
- Ryan-Walsh Gulf Inc./SSA Gulf Terminals, Inc. Schaefer Stevedoring Inc. 6.
- 7.
- 8.
- Frederick Unlimited, Inc.
 Refrigerated Container Systems
 Ports America Texas, Inc. 9.
- 10.

APPENDIX "B" List of Local Unions

- 1. South Atlantic & Gulf Coast District ILA
- 2. I.L.A. Local 20
- 3. I.L.A. Local 21
- 4. I.L.A. Local 24
- 5. I.L.A. Local 25
- 6. I.L.A. Local 26
- 7. I.L.A. Local 28
- 8. I.L.A. Local 30
- 9. I.L.A. Local 440
- 10. I.L.A. Local 1351
- 11. I.L.A. Local 1665
- 12. I.L.A. Local 1692
- 13. I.L.A. Local 1924
- 14. I.L.A. Local 2047

APPENDIX "C"

CLAIMS PROCEDURES FOR THE MARITIME ASSOCIATION – I.L.A. PENSION AND RETIREMENT PLANS

- I. <u>Purpose</u>. This document sets forth the benefit claims procedures adopted by the Board of Trustees of the Maritime Association I.L.A. Pension, Retirement, Welfare & Vacation Funds, respecting the Pension and Retirement Plans set forth on Schedule A hereto.
- II. <u>Definitions</u>. For purposes of these procedures, the following terms, when capitalized, will be defined as follows:
 - (1) Adverse Benefit Determination: Any denial, reduction or termination of or failure to provide or make payment (in whole or in part) for a Plan benefit, including any denial, reduction, termination or failure to provide or make payment that is based on a determination of a Claimant's eligibility to participate in the Plan.
 - (2) <u>Benefits Administrator</u>: The person or office to whom the Board of Trustees has delegated day-to-day Plan administration responsibilities and who, pursuant to such delegation, processes Plan benefit claims in the ordinary course.
 - (3) <u>Board of Trustees</u>: The Board of Trustees of the Maritime Association I.L.A. Pension, Retirement, Welfare & Vacation Funds, charged with administering the Plan.
 - (4) <u>Claimant</u>: A Member or beneficiary or an authorized representative of such Member or beneficiary who has filed or desires to file a claim for a Plan benefit.
 - (5) <u>Employer</u>: The applicable entity employing the Members.
 - (6) <u>ERISA</u>: The Employee Retirement Income Security Act of 1974, as amended.
 - (7) <u>Health Care Professional</u>: A physician or other health care professional licensed, accredited or certified to perform specific health services consistent with state law.
 - (8) <u>Independent Fiduciary</u>: The person or entity retained by the Board of Trustees to perform the review of an Adverse Benefit Determination, who will be a person or entity other than (a) the person or entity that made the Adverse Benefit Determination that is subject of the review and (b) the subordinate of such person or entity.

- (8) <u>Health Care Professional</u>: A physician or other health care professional licensed, accredited or certified to perform specific health services consistent with state law.
- (9) <u>Independent Fiduciary</u>: The person or entity retained by the Board of Trustees to perform the review of an Adverse Benefit Determination, who will be a person or entity other than (a) the person or entity that made the Adverse Benefit Determination that is subject of the review and (b) the subordinate of such person or entity.
- (10) Member: An individual who has an accrued benefit or an account under the Plan. Such individual may be referred to as a "member" or "participant" under the applicable Plan.
- (11) Plan: Each Plan, as designated by the Board of Trustees and as set forth on Schedule A hereto, separately and respectively.
- (12)Relevant Information: All documents, records and other information relevant to a Claimant's claim for benefits under the Plan. A document, record or other information shall be considered "relevant" to a Claimant's claim for benefits under the Plan if such document, record or other information: (i) was relied upon in making an Adverse Benefit Determination; (ii) was submitted, considered, or generated in the course of making an Adverse Benefit Determination, without regard to whether such document, record or other information was relied upon in making the Adverse Benefit Determination: (iii) demonstrates, in connection with an Adverse Benefit Determination, compliance with the administrative processes and safeguards designed to ensure and verify that benefit claim determinations are made in accordance with governing Plan documents and that, where appropriate, the Plan provisions have been applied consistently with respect to similarly situated Claimants; or (iv) in the case of a claim for disability benefits, constitutes a statement of policy or guidance with respect to the Plan concerning a denied treatment option or benefit for the Claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the Adverse Benefit Determination.
- III. Filing of Benefit Claim. To file a benefit claim under the Plan, a Claimant must obtain from the Benefits Administrator the information and benefit claim forms, if any, provided for in the Plan and otherwise follow the procedures established from time to time by the Board of Trustees or the Benefits Administrator for claiming Plan benefits. For purposes of applying the time periods for benefit determination pursuant to Section IV below, filing a claim with the Benefits Administrator will be treated as filing a claim with the Board of Trustees or with the Independent Fiduciary, as applicable. If, after reviewing the information so provided, the Claimant needs additional information regarding his Plan benefits, he may obtain such information by submitting a written request to the Benefits Administrator the benefit claim

forms, if any, provided for in the Plan and otherwise following the procedures established from time to time by the Board of Trustees or the Benefits Administrator for claiming Plan benefits. In connection with the submission of a claim, the Claimant may examine the Plan and any other relevant documents relating to the claim, and may submit written comments relating to such claim to the Benefits Administrator coincident with the filing of the benefit claim form. Failure of a Claimant to furnish written proof of loss or to comply with the claim submission procedure will invalidate such claim unless the Benefits Administrator in its discretion determines that it was not reasonably possible to provide such proof or comply with such procedure.

- IV. Processing of Benefit Claim. Upon receipt of fully completed benefit claim forms from a Claimant, the Benefits Administrator shall determine if the Claimant's right to the requested benefit, payable at the time or times and in the form requested, is clear and, if so, shall process such benefit claim without resort to the Board of Trustees. If the Benefits Administrator determines that the Claimant's right to the requested benefit, payable at the time or times and in the form requested, is not clear, it shall refer the benefit claim to the Board of Trustees for review and determination, which referral shall include:
 - (1) All materials submitted to the Benefits Administrator by the Claimant in connection with the claim;
 - (2) A written description of why the Benefits Administrator was of the view that the Claimant's right to the benefit, payable at the time or times and in the form requested, was not clear;
 - (3) A description of all Plan provisions pertaining to the benefit claim;
 - (4) Where appropriate, a summary as to whether such Plan provisions have in the past been consistently applied with respect to other similarly situated Claimants; and
 - (5) Such other information as may be helpful or relevant to the Board of Trustees in its consideration of the claim.

If the Claimant's claim is referred to the Board of Trustees, the Claimant may examine any relevant document relating to his claim and may submit written comments or other information to the Benefits Administrator, on behalf of the Board of Trustees, to supplement his benefit claim. Within 30 days of receipt from the Benefits Administrator of a benefit claim referral (or such longer period as may be necessary due to unusual circumstances or to enable the Claimant to submit comments), but in any event not later than will permit the Board of Trustees sufficient time to fully and fairly consider the claim and make a determination with the time frame provided in Section VI below, the Board of Trustees shall consider the referral regarding the claim of the Claimant and make a decision as to whether it is to be approved, modified or denied. If the claim is approved, the Board of Trustees shall direct the Benefits Administrator to process the approved claim as soon as administratively practicable.

- V. Notification of Adverse Benefit Determination. In any case of an Adverse Benefit Determination of a claim for a Plan benefit, the Benefits Administrator, on behalf of the Board of Trustees, shall furnish the affected Claimant (within the notification periods described in Section VI below and, in the case of a claim for disability benefits, in a culturally and linguistically appropriate manner as described in Section XII below) with written or electronic notification of such Adverse Benefit Determination; provided, however, that any electronic notification shall comply with the standards required under the applicable regulations promulgated under ERISA. Any notice that denies a benefit claim of a Claimant in whole or in part shall, in a manner calculated to be understood by the Claimant:
 - (1) State the specific reason or reasons for the Adverse Benefit Determination:
 - (2) Provide specific reference to pertinent Plan provisions on which the Adverse Benefit Determination is based;
 - (3) Describe any additional material or information necessary for the Claimant to perfect the claim and explain why such material or information is necessary;
 - (4) Describe the Plan's review procedures and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action under section 502(a) of ERISA following an Adverse Benefit Determination on review; and
 - (5) With respect to a claim for a disability benefit:
 - i. include a discussion of the decision, including an explanation of the basis for disagreeing with or not following: (i) the views presented by the Claimant to the Plan of Health Care Professionals treating the Claimant and vocational professionals who evaluated the Claimant; (ii) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a Claimant's benefit determination, without regard to whether the advice was relied upon in making the Adverse Benefit Determination; and (iii) a disability determination regarding the Claimant presented by the Claimant to the Plan made by the Social Security Administration;
 - ii. if the Adverse Benefit Determination is based on an exclusion or limit, either explain the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or state that such explanation will be provided free of charge to the Claimant upon request;
 - iii. provide either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan that was 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; and

iv. state that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all Relevant Information.

VI. <u>Timing of Adverse Benefit Determination Notification</u>. As to claims other than as described in the paragraph below, a Claimant will be notified by the Benefits Administrator of an Adverse Benefit Determination within a reasonable period of time, but not later than 90 days after receipt of such claim for Plan benefits (or within 180 days if special circumstances necessitate an extension of the 90-day period and the Claimant is informed of such extension by the Benefits Administrator in writing within the 90-day period and is provided with an extension notice consisting of an explanation of the special circumstances requiring the extension of time and the date by which the benefit determination will be rendered).

As to claims for disability benefits, a Claimant will be notified by the Benefits Administrator of an Adverse Benefit Determination within a reasonable period of time, but not later than 45 days after receipt of the claim. This period may be extended by the Benefits Administrator for up to 30 days, provided that the Benefits Administrator both determines that such extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If, prior to the end of the first 30-day extension period, the Benefits Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days provided that the Benefit Administrator notifies the Claimant prior to the expiration of the first 30 days provided that the Benefits Administrator notifies the Claimant prior to the expiration of the first 30 day extension period of the circumstances requiring the extension and the date of which the Plan excepts to render a decision. Any extension notice provided to a Claimant shall specifically explain the standards on which entitlement to the benefit at issue is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the Claimant shall be afforded at least 45 days in which to provide the specific information. In the event of such an extension, the period for making the Adverse Benefit Determination will be tolled from the date on which the notification of extension is sent to the Claimant until the date on which the Claimant responds to the request for additional information.

The periods of time within which an Adverse Benefit Determination shall be made, as described above, shall begin at the time a claim is filed in accordance with the reasonable procedures of the Plan, without regard to whether all the information necessary to make a benefit determination accompanies the filing.

VII. <u>Review of Adverse Benefit Determination</u>. A Claimant has the right to have an Adverse Benefit Determination reviewed in accordance with the following claims review procedure:

As to claims other than as described in the paragraph below:

- (1) The Claimant must submit a written request for such review to the Benefits Administrator, on behalf of Board of Trustees, not later than 60 days following receipt by the Claimant of the Adverse Benefit Determination notification;
- (2) The Claimant shall have the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits to the Benefits Administrator, on behalf of Board of Trustees;
- (3) The Claimant shall be provided, upon request and free of charge, reasonable access to, and copies of, all Relevant Information; and
- (4) The Claimant shall have the right to have all comments, documents, records, and other information submitted by the Claimant relating to the claim for benefits considered on review without regard to whether such comments, documents, records or information was considered in the initial benefit determination.

As to claims for disability benefits:

- (1) To exercise the right to request a review of an Adverse Benefit Determination, a Claimant must initially submit a written request for such review to the Benefits Administrator, on behalf of Board of Trustees, not later than 180 days following receipt by the Claimant of the Adverse Benefit Determination notification;
- (2) If such initial review results in an Adverse Benefit Determination, a Claimant may request a subsequent review of the Adverse Benefit Determination by an Independent Fiduciary by submitting a written request for such review to the Benefits Administrator, on behalf of the Independent Fiduciary, not later than 180 days following receipt by the Claimant of such Adverse Benefit Determination;
- (3) The Claimant shall have the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits to the Benefits Administrator, on behalf of Board of Trustees or, as applicable, the Independent Fiduciary;
- (4) The Claimant shall be provided, upon request and free of charge, reasonable access to, and copies of, all Relevant Information;
- (5) The Claimant shall have the right to have all comments, documents, records, and other information submitted by the Claimant relating to the claim for benefits considered on review without regard to whether such comments,

- documents, records or information was considered in the initial benefit determination;
- (6) The review of the Adverse Benefit Determination shall not give deference to the original decision;
- (7) If the initial benefit determination was based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug or other item is experimental, investigational or not medically necessary or appropriate, the Independent Fiduciary conducting the review shall consult with a Health Care Professional with appropriate training and experience in the applicable field of medicine who was not consulted, and is not the subordinate of someone who was consulted, during the initial benefit determination;
- (8) The Claimant shall have the right to have identified to him the medical or vocational experts whose advice was obtained in connection with the Adverse Benefit Determination (without regard to whether the advice was relied upon in making such determination);
- (9) If the Independent Fiduciary conducting the review considers, relies upon, or generates (or directs the consideration of, reliance upon, or generation of) any new or additional evidence that was not considered, relied upon, or generated in connection with the initial benefit determination, then the Independent Fiduciary conducting the review shall (before such Independent Fiduciary can issue an Adverse Benefit Determination on review of the claim) provide the Claimant with such new or additional evidence free of charge (which evidence shall be provided as soon as possible and sufficiently in advance of the date on which the notification of Adverse Benefit Determination on review is required to be provided under Section VIII below to give the Claimant a reasonable opportunity to respond prior to that date); and
- (10) Before the Independent Fiduciary conducting the review can issue an Adverse Benefit Determination on review of the claim based on a new or additional rationale, such Independent Fiduciary shall provide the Claimant with such new or additional rationale free of charge as soon as possible and sufficiently in advance of the date on which the notification of Adverse Benefit Determination on review is required to be provided under Section VIII below to give the Claimant a reasonable opportunity to respond prior to that date.

The decision on review by the Benefits Administrator or Independent Fiduciary, as applicable, pursuant to the preceding paragraphs of this Section VII will be binding and conclusive upon all persons, and the Claimant shall neither be required nor be permitted to pursue further appeals to the Benefits Administrator or Independent Fiduciary, as applicable.

VIII. <u>Notification of Benefit Determination on Review</u>. Notice of the Board of Trustees' or the Independent Fiduciary's, as applicable, benefit determination regarding review of an Adverse Benefit Determination will be furnished by the Benefits Administrator to the Claimant after a full and fair review in writing or electronically and, in the case of a claim for disability benefits, in a culturally and linguistically appropriate manner as described in Section XII below; provided, however, that any electronic notification shall comply with the standards required under the applicable regulations promulgated under ERISA. Notice of an Adverse Benefit Determination upon review will:

- (1) State the specific reason or reasons for the Adverse Benefit Determination:
- (2) Provide specific reference to pertinent Plan provisions on which the Adverse Benefit Determination is based;
- (3) State that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all Relevant Information; and
- (4) Describe the Claimant's rights to bring an action under section 502(a) of ERISA.

As to claims for disability benefits, the Notice of an Adverse Benefit Determination upon review will also:

- (1) Describe any applicable contractual limitations period that applies to the Claimant's right to bring an action under section 502(a) of ERISA, including the calendar date on which the contractual limitations period expires for the claim;
- (2) Provide either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan that was 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;
- (3) If the Adverse Benefit Determination is based on a medical necessity, experimental treatment or similar exclusion or limit, either explain the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or state that such explanation will be provided free of charge to the Claimant upon request;
- (4) Include a discussion of the decision, including an explanation of the basis for disagreeing with or not following: (i) the views presented by the Claimant to the Plan of Health Care Professionals treating the Claimant and vocational professionals who evaluated the Claimant; (ii) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a Claimant's benefit determination, without regard to whether the advice was relied upon in making the Adverse Benefit Determination; and

- (iii) a disability determination regarding the Claimant presented by the Claimant to the Plan made by the Social Security Administration; and
- (5) Include the following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

As to claims other than as described in the paragraph below, the Benefits Administrator, on behalf of Board of Trustees, shall notify a Claimant of the Board of Trustees' determination on review with respect to the Adverse Benefit Determination of the Claimant not later than the date of the meeting of the Board of Trustees which immediately follows the request for review or, if such request for review is filed within 30 days of such meeting, not later than the date of the second meeting of the Board of Trustees which immediately follows such request for review, unless the Benefits Administrator determines that special circumstances require an extension of time for processing such review. If the Benefits Administrator determines that such extension of times is required, written notice of the extension (which shall indicate the special circumstances requiring the extension and the date by which the Board of Trustees expects to render the determination on review) shall be furnished by the Benefits Administrator to the Claimant prior to the termination of the above-described review period. Such extension shall run until the third meeting of the Board of Trustees following receipt of such request for review. In the event such extension is due to the Claimant's failure to submit necessary information, the period for making the determination on a review will be tolled from the date on which the notification of the extension is sent to the Claimant until the date on which the Claimant responds to the request for additional information.

As to the initial review of claims for disability benefits, the Benefits Administrator, on behalf of the Board of Trustees, shall notify a Claimant of the Board of Trustees' determination on review not later than the date of the meeting of the Board of Trustees which immediately follows the request for review or, if such request for review is filed within 30 days of such meeting, not later than the date of the second meeting of the Board of Trustees which immediately follows such request for review (which period may be extended until the third meeting of the Board of Trustees following receipt of such request for review, provided that the Benefits Administrator both determines that such an extension and the date by which the Board of Trustees expects to render the determination on review). As to final review of such claims, the Benefits Administrator, on behalf of the Independent Fiduciary, shall notify a Claimant of the Independent Fiduciaries' determination on review not later than 45 days following receipt of such request for review (which period may be extended for an additional 45 days provided that the Benefits Administrator both determines that such an extension is necessary due to special circumstances requiring an extension and the date by which the Independent Fiduciary expects to render the determination on review). The period of time within which a benefit determination on review will be made begins at the time an appeal is filed in accordance with the reasonable procedures of the Plan, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing. In the event an extension of time is necessary due to the Claimant's failure to submit necessary information, the period for making the Adverse Benefit Determination will be tolled from the date on which the notification of the extension is

sent to the Claimant until the date on which the Claimant responds to the request for additional information.

- IX. Exhaustion of Administrative Remedies. Completion of the claims procedures described in this document will be a condition precedent to the commencement of any legal or equitable action in connection with a claim for benefits under the Plan by a Claimant or by any other person or entity claiming rights individually or through a Claimant; provided, however, that the Board of Trustees may, in its sole discretion, waive compliance with such claims procedures as a condition precedent to any such action.
- X. <u>Payment of Benefit</u>. If the Benefits Administrator, Board of Trustees or Independent Fiduciary, as applicable, determines that a Claimant is entitled to a benefit hereunder, payment of such benefit will be made to such Claimant (or commence, as applicable) as soon as administratively practicable after the date the Benefits Administrator, Board of Trustees or Independent Fiduciary, as applicable, determines that such Claimant is entitled to such benefit or on such other date as may be established pursuant to the Plan provisions or, as applicable, designated by the Board of Trustees or Independent Fiduciary.
- XI. <u>Authorized Representatives</u>. An authorized representative may act on behalf of a Claimant in pursuing a benefit claim or an appeal of an Adverse Benefit Determination. An individual or entity will only be determined to be a Claimant's authorized representative for such purposes if the Claimant has provided the Benefits Administrator a written statement identifying such individual or entity as his authorized representative and describing scope of the authority of such authorized representative. In the event a Claimant identifies an individual or entity as his authorized representative in writing to the Benefits Administrator but fails to describe the scope of the authority of such authorized representative, the Benefits Administrator shall assume that such authorized representative has full powers to act with respect to all matters pertaining to the Claimant's benefit claim under the Plan or appeal of an Adverse Benefit Determination with respect to such benefit claim.
- XII. Culturally and Linguistically Appropriate Notices. If the claims procedures described in this document require a notice with respect to a claim for disability benefits to be provided in a culturally and linguistically appropriate manner in accordance with this Section, then the notice shall satisfy the following requirements with respect to the applicable non-English languages described in the following sentence: (i) the Plan must provide oral language services (such as a telephone customer assistance hotline) that includes answering questions in any applicable non-English language and providing assistance with filing claims and appeals in any non-applicable English language; (ii) the Plan must provide, upon request, a notice in any applicable non-English language; and (iii) the Plan must include in English versions of all notices, a statement prominently displayed in any applicable non-English language clearly indicating how to access the language services provided by the Plan. With respect to an address in any United States county to which a notice is sent, a non-English language is an "applicable non-English language" if 10% or more of the population residing in the county is literate only in the same non-English language, as determined in guidance provided by the Department of Labor.

- XIII. <u>Construction</u>. The claims procedures described in this document are intended to comply with the provisions of 29 C.F.R. §2560.503-1. All provisions of these claims procedures shall be interpreted, construed, and limited in accordance with such intent. In addition, all claims and appeals for disability benefits shall be adjudicated in a manner designed to ensure the independence and impartiality of the persons involved in making the decision. Accordingly, with respect to claims and appeals for disability benefits, decisions regarding hiring, compensation, termination, promotion, or other similar matters with respect to any individual (such as a claims adjudicator or medical or vocational expert) shall not be made based upon the likelihood that the individual will support the denial of benefits.
- XIV. <u>Applicability Dates</u>. Notwithstanding any provision herein to the contrary, (i) the amended and restated claims procedures provided in this document shall apply to claims for benefits under the Plan filed on or after the Effective Date and (ii) the provisions of the corresponding claims procedures as in effect immediately prior to the Effective Date shall apply to claims for benefits under the Plan filed prior to the Effective Date.
- XV. <u>Amendments</u>. These claims procedures have been adopted by the Board of Trustees as part of the Plan. They may be amended by the Board of Trustees from time to time in its sole discretion.

SCHEDULE A PENSION AND RETIREMENT PLANS OF THE MARITIME ASSOCIATION – I.L.A.

- 1. Maritime Association I.L.A. Pension, Retirement, Welfare & Vacation Funds Pension Plan
- 2. Maritime Association I.LA. Pension Plan
- 3. Maritime Association I.LA. Retirement Plan
- 4. Maritime Association I.L.A. Pension, Retirement, Welfare & Vacation Funds Retirement Plan