

METRO-I.L.A. FRINGE BENEFIT FUND PLAN

SUMMARY PLAN DESCRIPTION (SPD)

EFFECTIVE JANUARY 1, 2015

**AVISO: SI NECESITA INFORMACION EN ESPANOL, PUEDE
VISITAR O COMUNICARSE CON LAS OFICINAS DEL PLAN**

**This SPD Replaces and Supersedes All Prior Fringe Benefit
Fund Plan SPDs**

IMPORTANT ASPECTS OF YOUR PLAN

- FAMILIARIZE YOURSELF WITH THE **ENTIRE** BOOKLET.
- **ALL** BENEFITS MUST BE **APPLIED FOR** WITHIN THIRTY (30) DAYS OF THE EVENT CAUSING THE CLAIM.
- MAKE SURE THAT THE PLAN OFFICE IS AWARE OF YOUR **CURRENT** ADDRESS.
- ALL CLAIM FORMS MUST BE **COMPLETELY** FILLED IN; INCOMPLETE FORMS WILL BE **RETURNED**.

PARTICIPANT'S OBLIGATION

Each Plan Participant and beneficiary is responsible and obligated to notify the Plan Office in writing, either through the Plan Administrator or the Trustees, of any change in status. This includes, but is not limited to, changes of the following nature:

- Any change in marital status, including divorce and legal separation;
- Any change in the number of the participant's dependents eligible for benefits (whether by virtue of birth, adoption, or other addition to the family, maintaining dependent status as a full time student, or by the child's aging to no longer being eligible for benefits or at such time as they are being removed as a beneficiary;
- Any change in determination (by any agency) of one's being disabled or any new determination maintaining one's status; any change in employment status, including retirement.

The notification to the Plan Office shall also be accompanied by all relevant documents.

In the event the Plan Administrator or a health care provider should require that the member use a specific form for submission of any information or request, the form shall be provided to the participant upon request and without charge.

Unless statutory regulations require earlier notification, the notice shall be provided no later than sixty (60) days after the relevant change in status (or qualifying event, as defined in this document) occurs, or twenty-one (21) days after the participant is informed by the Plan Office of any special forms needed to provide the proper notification, if later.

The Plan reserves the right to request additional information to supplement the initial notification in order for a participant or a beneficiary to maintain his status. Notice may be provided by the covered employee, a qualified beneficiary, or any legal representative.

Notwithstanding any lapse in notification by a participant or beneficiary, it is within the discretion of the Trustees to maintain the benefits of any person entitled to receive same.

METRO-ILA FRINGE BENEFIT FUND PLAN

301 Route 17 North
7th Floor
Rutherford, NJ 07070-2575
Telephone: (201) 842-0202
Facsimile: (201) 842-0334

TO: PARTICIPANTS IN THE METRO-ILA FRINGE BENEFIT FUND PLAN

FROM: TRUSTEES OF THE METRO-ILA FRINGE BENEFIT FUND PLAN

DATE: JANUARY 1, 2015

This booklet is a description of the Plan as in effect on January 1, 2015. You will find that the Plan benefits are described, as well as the eligibility requirements that you must satisfy with respect to each of them. These and other matters are discussed in the two major parts of the booklet, as follows:

- 1 Fringe Benefit Program;**
- 2 Technical Details.**

This section of the booklet is provided to you under the terms of the Employee Retirement Income Security Act of 1974 (ERISA) and contains information intended to insure that you will be able to enjoy all the rights to which you are entitled under the provisions of the Plan.

The benefits provided by this Plan are in addition to any other benefits you may receive from any of the other Metro-ILA plans. You should read this booklet thoroughly to make sure that you are completely familiar with the Plan.

To give you an idea of the Trustees' role with regard to the Plan, you should know that we are responsible for collecting and administering the contributions to the Plan which are required by agreement between your employer, represented by the Metropolitan Marine Maintenance Contractors Association, Inc. (MMMCA), and your union representative, the International Longshoremen's Association (ILA) Local 1814 or ILA Local 1804-1, or by agreement between your employer and the Trustees. In addition, we are required to formulate and administer the provisions of the Plan itself.

The Trustees are assisted in these tasks by professional advisors whom we hire from time to time. These may include an actuary, an attorney, an auditor, and one or more investment managers.

The daily operation of the Plan is handled by the Plan Administrator/Secretary and his staff, who are located at the Plan Office, as well as, the Member Outreach Centers in North Bergen, New Jersey and Brooklyn, New York. You are encouraged to make use of the facilities of the Plan Office, where you will find assistance in understanding your benefits.

It is our intention to continue the successful operation of the Plan in the sound actuarial fashion that has prevailed to date. Your assistance in this endeavor will be increased by your complete understanding of the Plan itself. Accordingly, it is in your interest and that of your family to familiarize yourself completely with this booklet and abide by the Plan requirements. Please understand that the usage of a masculine form [e.g., "his"] is deemed to include the feminine [e.g., "her"].

If, after having gone through this booklet thoroughly, you have any questions regarding the Plan or its operation, please do not hesitate to contact the Plan Office or Member Outreach Centers listed herein. If your questions are not answered to your satisfaction by the staff, you may direct them to the Trustees in writing.

Sincerely,

Plan Trustees

METRO-ILA FRINGE BENEFIT PLAN

BOARD OF TRUSTEES

EMPLOYER TRUSTEES

John Atkins
Joseph A. Ragusa

UNION TRUSTEES

Louis Pernice
J. Kenneth O'Connor

PLAN ADMINISTRATION

FUND DIRECTOR

Jerome Brancato

PLAN ADMINISTRATOR/ FUND SECRETARY

Joseph A. Ragusa

PLAN OFFICE

METRO-ILA Fringe Benefit Fund Plan

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New Jersey

5000 West Side Avenue
North Bergen, New Jersey 07047-6478

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Brooklyn, New York 11232

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PLAN ATTORNEYS

Giblin & Lynch
Andrew Monteleone, Esq.

HIPAA Privacy Officer

Jerome Brancato

PLAN AUDITOR

Buchbinder Tunick & Co., LLP

PLAN ACTUARY

Savasta & Company, Inc.

HEALTH PROGRAM IMPORTANT NOTICE REGARDING YOUR HEALTH AND MEDICAL BENEFITS

Effective January 1, 2015 the Trustees have entered into an arrangement with the Management-International Longshoremen's Association Managed Health Care Trust Fund ("MILA") by which your traditional medical benefits including hospital, medical, behavioral health, prescription drug, dental and vision benefits are provided by, and under the provisions of the MILA plan. Please refer to the MILA Summary Plan Description and the annual Statement of Material Modifications for a full description of these benefits and for your rights and obligations under the terms of the MILA plan. Please contact the Fund Office with any questions concerning the application of these benefits.

Information concerning your health and medical benefits may be obtained at the MILA and Metro-ILA websites:

For MILA: <http://www.milamhctf.com>

For Metro-ILA: <http://metro-ila.com>

IMPORTANT NOTICES

ATTENTION

This Summary Plan Description (SPD) provides a brief description, written in non-technical language, of the important provisions of the Metro-ILA Fringe Benefit Plan. Nothing in this booklet is meant to interpret or extend or change in any way the provisions of the Plan. **The Trustees reserve the right to amend, modify, discontinue, or terminate all or part of this Plan as they determine, in their sole and absolute discretion.**

CAUTION

This Summary Plan Description and the Plan Administrator are authorized sources of Plan information. The Trustees of the Plan HAVE NOT EMPOWERED ANYONE ELSE to speak for them with regard to the Plan. No employer, union representative, supervisor, or shop steward is in a position to discuss your rights under the Plan with authority.

COMMUNICATIONS

If you have a question about any aspect of your participation in the Plan, you should, for your own permanent record, write to the Plan Administrator or the Trustees. You will then receive a written reply which will provide you with a permanent record.

GENERAL

Your Plan results from collective bargaining between the Metropolitan Marine Maintenance Contractors' Association and Locals 1804-1 and 1814 of the International Longshoremen's Association. By agreement, your employer contributes to the Plan when you work in employment covered by collective bargaining.

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SECTION 1: FRINGE BENEFIT PROGRAM

A. GENERAL RULES

IN GENERAL

Your employer is required to make contributions to this Plan on behalf of your covered work in accordance with the terms of a collective bargaining agreement that provides for such contributions.

Contained in that agreement are two very important provisions that affect your benefits under this Plan. These are:

1. When you become eligible for benefits; and
2. Which benefits apply to you.

PARTICIPATION AND MINIMUM ELIGIBILITY REQUIREMENT

Even though each collective bargaining agreement associated with the Plan may have different provisions, there is a certain minimum that applies to all Plan participants. This is:

- In order to be entitled to any one of the several benefits under the Plan (Paid Holiday, Vacation, Bereavement, and/or Jury Duty), you must be credited with at least 700 hours of covered work during the prior calendar year.

The first time you are credited with at least the minimum required hours of covered work within one calendar year for your labor division, you will become a Plan participant on the first day of the next calendar year. In order to maintain participation, you must be annually credited with at least the minimum number of hours of covered work applicable to your division, as established in collective bargaining or by the Fund Trustees.

TERMINATION OF PARTICIPATION AND ELIGIBILITY

Your eligibility to receive benefits and your participation in the Plan will cease on the earliest of the following dates:

TERMINATION OF PARTICIPATION AND ELIGIBILITY (Continued)

1. The last day of the calendar year in which you fail to be credited with at least the minimum number of required hours of covered work applicable to your division.
2. The date that you fail to satisfy any eligibility requirement as defined by the collective bargaining agreement that applies to you, including but not limited to your failure to continue to satisfy the definition of an eligible employee due to reduction in hours worked, termination of employment, or otherwise.
3. The date that your employer is disqualified from Plan participation, whether because of the employer's failure to make the required employer contribution or for any other reason.
4. The date that you enter the Armed Forces on active duty (except for temporary active duty of less than 31 days). Distribution of benefits for individuals in this classification may be extended at the sole discretion of the Trustees or as required by federal law.
5. The date that the Plan no longer provides benefits.
6. The date that the Trustees determine that you fraudulently or improperly sought to collect benefits under the Plan.
7. Your death.

Exception

If while covered, you become disabled, and if you had received or continue to receive Workers' Compensation payments or benefits or New Jersey Temporary Disability Benefits or New York Disability Benefits for the disability, and further provided that the combination of Credit Hours worked and Credit Hours received per week for the disability equal or exceed the minimum hours required. The maximum period for which an individual can receive Credit hours due to temporary disability benefits or worker's compensation payments is a lifetime total of three (3) years.

Exception (Continued)

Credit for hours not worked during such period of disability will be limited to a maximum of 20 hours per week.

NOTE: *The foregoing rules governing credit for hours not worked during a period of disability APPLY ONLY to eligibility for vacation, holiday, jury duty and bereavement benefits. WITH RESPECT TO YOUR MEDICAL BENEFITS, the rules governing credit for hours not worked during a period of disability are set forth in the MILA Summary Plan Description.*

SECTION 1: FRINGE BENEFIT PROGRAM

B. DESCRIPTION OF BENEFITS

There are four benefits available to an eligible participant in a calendar year. These are:

1. Paid Holiday
2. Vacation
3. Bereavement
4. Jury Duty

PAID HOLIDAY

Under this benefit, you are entitled to payment (at the straight-time rate for eight hours per day) for the number of holidays called for in the collective bargaining agreement under which you work. The following is a sample schedule.

Hours of Covered Work In Prior Calendar Year	Number of Paid Holiday Days Available to You In a Calendar Year
Less than 700	0
700 to 999	12
1000 to 1499	14
1500 or more	16

(Your own situation may be different. Please consult the collective bargaining agreement under which you work for the precise benefit to which you are entitled.)

Pay for all the holidays to which you are entitled will be made in one annual payment during the first week of December.

VACATION

Under this benefit, you may receive a payment of 10% of your gross annual pay from covered work (not counting bonuses) that you earned during the immediately prior calendar year. You are entitled to this benefit once a year, and will receive that payment during the first week of June.

BEREAVEMENT

In the event you are absent from covered work because of the death of a member of your immediate family, you are entitled to apply for a payment equal to your straight-time rate of pay for an eight-hour day for any day (or part of a day) you are absent.

There is a maximum of three days' payment for any one death under this benefit.

Your "immediate family" includes your mother, father, spouse, and children. Immediate family does not include any other relation.

JURY DUTY

In the event you serve as a juror in a federal, state or municipal court and miss covered work on any regular work day, you may apply for a Jury Duty payment. The amount of the payment is the difference between what you would have received as straight-time pay for an eight-hour day and what you receive for such jury duty multiplied by the number of work days, or part thereof, that you are on jury duty.

NET PAYMENTS

All of the benefits paid to you under this Plan are net of taxes and any other authorized deductions.

PARTICIPANTS' LIFE INSURANCE BENEFIT

General

Life insurance benefits are provided through a group life insurance policy. In the event of an inconsistency between the provisions of this Summary Plan Description and the group life insurance policy, the terms of the group policy shall govern. A copy of the group policy is available on request from the Fund office.

Benefit	Amount
<i>Life Insurance Benefit (Active)</i>	\$20,000
***Life Insurance Benefit for pensioners is reduced to \$10,000.00 the calendar year in which the retirement occurs and is then reduced to \$1,000.00 the beginning of the next calendar year following retirement.	

<i>Dependent Life Insurance Benefit</i>	
Spouse	\$ 2,500
Each child, from 14 days to age 19, or to age 23 if full-time student	\$ 2,000
<i>Accidental Death and Dismemberment Benefit (For Members Participants Only)</i>	
Principal Sum	\$20,000

If you die from any cause while you are insured, the proceeds, as shown in the Schedule of Benefits, will be paid to your beneficiary. The proceeds will be paid as a lump sum.

Beneficiary

You may name anyone you wish as your life insurance beneficiary. You may change your beneficiary at any time by completing the proper form. The change will be effective when the METRO-I.L.A. Fringe Benefit Fund Plan receives the completed form at the Plan Office.

DEPENDENTS' LIFE INSURANCE BENEFIT

Life Insurance is provided for your Eligible Dependents in the amounts shown in the Schedule of Benefits. If one of your Dependents dies, the life insurance proceeds will be payable to you. However, if you predecease your Dependent and your Dependent remains covered under this Plan, your Dependent's life insurance proceeds will be payable, on his or her death, to the executor or administrator of his estate or, at the insurance company's option, to any one or more of his or her surviving relatives: father, mother, child [or children], brothers, or sisters.

Conversion Privilege

If your Dependent's life insurance terminates because of: (1) termination of your membership in an eligible class; (2) your death; (3) your Dependent child marries or reaches the limiting age; or (4) your divorce or annulment, your Dependent may convert that benefit to any form of life insurance usually offered by the insurance company, except for term insurance.

A medical examination will not be required to convert but the application form and the **first** premium payment must be sent to the insurance company no later than 31 days after the life insurance coverage has terminated. If your Dependent dies during this 31-day period, the insurance company will pay the life insurance benefits whether or not your Dependent had applied for conversion.

The face value of the new policy cannot be more than the amount under the group Plan. The rate charged will depend upon your Dependent's age and class of risk at the time of conversion, and the face amount of the new policy. The new policy will become effective on the 32nd day following the date your life insurance coverage terminated.

The Amount of Insurance that Is Continued

The amount of life insurance that will be continued, while you are Totally and Permanently Disabled, will be the amount, which was in force at the time premium payments were discontinued on your behalf as a result of your disability.

TOTAL AND PERMANENT DISABILITY

The Meaning of Totally and Permanently Disabled

This means that, due solely to illness or injury; you are prevented from engaging in any business, occupation or employment for remuneration or profit in the industry.

Coverage will continue under this extension until the earliest of:

1. 31 days after the date you are no longer Totally and Permanently Disabled;
2. The date you fail to furnish the METRO-I.L.A. Fringe Benefit Fund with proof of your continued disability (which must be no later than three months after the anniversary date when the initial proof of disability was received); or
3. The date you fail to be examined by a physician designated by the Plan Office, if so requested by the Plan Office. Such an examination will not be required more than once a year after your insurance has been continued under this extension for two full years.

Your Total and Permanent Disability

If you submitted written proof to the Metro-ILA Fringe Benefit Fund that you are or were Totally and Permanently Disabled and you had not reached age 60, you may continue to be covered for Life Insurance Benefits under this Plan, provided you remain Totally and Permanently Disabled, and continue to provide proof of disability. Continued proof of disability must be provided within three months of the anniversary date when the initial proof of disability was received.

Conversion Privilege

You may convert to an individual contract of life insurance if your insurance:

1. Terminates because:
 - a. You are no longer a member of one of the classes eligible; or
 - b. Your employment terminates; or
2. Is reduced on or after your attainment of age 60 in any increment or series of increments aggregating twenty percent or more of the amount of coverage in force before the first reduction on account of such age.

You must make written application for such contract and pay the **first** premium within 31 days after insurance ceases. A medical examination is not required. You may choose to convert to an amount equal to, or less than, the amount which terminated under this Plan. Such insurance will be on one of the forms then being written by the Plan's insurance company, except term or disability insurance.

The premium for such contract will be based on:

1. Your age;
2. The class of risk to which you belong; and
3. The amount of insurance.

The new contract may, if you choose, be preceded by term insurance for not more than one year.

You may also convert to an individual contract of life insurance if your insurance terminates because:

1. This Plan terminates; or
2. The insurance on the class to which you belong terminates.

You will have the right to convert under the same conditions and limitations as set forth above. However, the amount of such individual contract will not be more than the amount of the insurance on your life on the date of termination less any amount of life insurance for which you may become eligible under any group contract within 45 days after the date insurance ends.

The individual life insurance contract will be effective at the end of the 31 day period; the premium must be paid before that period ends.

If you should die during the 31-day period allowed for conversion, the insurance company will pay the group life insurance benefits you could have converted to the last Beneficiary you named, whether or not you have applied for conversion or paid the first premium.

<p>ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT (24-HOUR COVERAGE [ELIGIBLE ACTIVE PARTICIPANTS])</p>
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General

Accidental Death and Dismemberment insurance benefits are provided through a group insurance policy. In the event of an inconsistency between the provisions of this Summary Plan Description and the group insurance policy, the terms of the group policy shall govern. A copy of the group policy is available on request from the Fund office.

This benefit will be payable if, while insured, you sustain any of the losses listed below as a result of an accident. For benefits to be payable, the loss must take place within 90 days from the date of the injury.

Who Will Receive Benefits

For loss of life, benefits will be paid to the beneficiary you name. For any other loss, the benefits will be paid to you.

The Benefits

For Loss of:	The Benefit Is
<i>Life</i>	\$20,000
<i>Two Feet</i>	\$20,000
<i>Two Hands</i>	\$20,000
<i>Sight of Two Eyes</i>	\$20,000
<i>One Hand and One Foot</i>	\$20,000
<i>One Hand and Sight of One Eye</i>	\$20,000
<i>One Foot and Sight of One Eye</i>	\$20,000
<i>One Hand or One Foot</i>	\$10,000
<i>Sight of One Eye</i>	\$10,000

If you suffer more than one loss in any one accident, payment will be made only for that loss for which the largest amount is payable.

Definitions

1. **Loss of hand or foot** means that the limb is severed at or above the wrist or ankle joint, respectively.
2. **Loss of sight** means the total and irrecoverable loss of sight.

Beneficiary

You may name anyone you wish as your beneficiary. You may change your beneficiary at any time by completing the proper form. The change will be effective when the completed form is received by the Plan Office.

Losses that Are Not Covered

No benefit is payable under this section if your death or any loss is caused directly or indirectly, wholly or partly, by:

1. physical or mental illness of infirmity, or the diagnosis or treatment of such illness or infirmity;
2. infection, other than infection occurring in an external accidental wound;
3. suicide or attempted suicide;
4. intentionally self-inflicted injury;
5. service in the armed forces of any country or international authority, except the United States National Guard;
6. any incident related to:
 - travel in an aircraft as a pilot, crew member, flight student or while acting in any capacity other than as a passenger;
 - parachuting or other descent from an aircraft, except for self-preservation;
 - travel in an aircraft or device used:
 - for testing or experimental purposes;
 - by or for any military authority
 - for travel or designed for travel beyond the earth's atmosphere;
7. committing or attempting to commit a felony;
8. the voluntary intake or use by any means of:
 - any drug, medication or sedative, unless it is:

Losses that Are Not Covered (Continued)

- taken or used as prescribed by a physician; or
 - an “over the counter” drug, medication or sedative taken as directed;
 - alcohol in combination with any drug, medication, or sedative; or
 - poison, gas or fumes; or
9. war, whether declared or undeclared; or act of war, insurrection, rebellion, riot or terrorist act.

Exclusion for Intoxication

Benefits will not be paid for any loss if the injured party is intoxicated at the time of the incident and is the operator of a vehicle or other device involved in the incident.

“Intoxicated” means that the injured person’s blood alcohol met or exceeded the level that creates a legal presumption of intoxication under the laws of the jurisdiction in which the incident occurred.

NEW YORK—WEEKLY ACCIDENT AND SICKNESS BENEFIT UNDER THE NEW YORK DISABILITY BENEFITS LAW

When Your Coverage Begins

If you are currently employed by a participating employer, your coverage under this benefit will begin after you have worked at least four weeks for that participating employer (provided the employer’s business has been operating for at least 30 days). A new four-week waiting period is not necessary if you have changed employment and your previous employer was subject to the New York Disability Benefits Law.

If this was the case, you would be covered immediately on your new job, as long as:

1. You had worked at least four weeks with your previous employer and you began working for your new employer within four weeks of terminating from your old employer; or
2. If unemployed when your disability commences, and you:
 - a. Had worked at least 20 weeks with your previous employer before becoming unemployed;
 - b. Received at least \$13.00 per week for such work; and

When Your Coverage Begins (Continued)

- c. Became disabled within 26 weeks after the date you became unemployed.

Part-time employees become eligible on the 25th working day, even if they only work 1 hour a day for 25 days.

What the Plan Covers

If you are under a doctor's care for an accident or illness not related to your job, and such accident or illness prevents you from working your normal work week schedule, this benefit can help provide you with income.

You will become eligible for benefits on:

1. the first day of absence caused by an accident; or
2. the eighth day of absence due to an illness.

Payments can continue for up to 26 weeks for any one period of disability.

How Benefits Are Paid

The METRO-I.L.A. Fringe Benefit Fund currently provides the following benefit:

- **50% of your average weekly earnings, to a maximum of \$170.00 per week and a minimum of \$10.00 per week.**

For any one scheduled day of disability absence, payment is made at one-seventh of the weekly amount.

To initiate a Temporary Disability claim, you must call The Hartford, the Benefit Provider, directly at: 1.866.945.7781 between the hours of 8 am and 8 pm ET, Monday-Friday or file online at <http://TheHartfordAtWork.com>. You will be instructed on the procedures to follow in order to process your claim effectively. For employees in NEW YORK, the policy is number 620325.

Exclusions

This benefit cannot be paid in any of the following situations:

1. If you are not under the care of a doctor;

Exclusions (Continued)

2. If your disability is the result of a self-inflicted injury or illness;
3. If your injury or illness is sustained while perpetrating an illegal act;
4. If you performed work for remuneration or profit during your disability;
5. If your disability is due to any act of war, declared or undeclared; or
6. If the disability is covered by Workers' Compensation or other similar laws;
7. If you were not employed by a participating employer at the time of your disability.

Reinstatement of Benefits

The maximum time period for which you can receive benefits is 26 weeks within a 52 week rolling period.

If your coverage under this benefit is terminated (either because all the weekly benefits payable to you are exhausted or because of absence from work on account of disability for which no benefits are payable), your coverage shall automatically be reinstated upon return to active work on a full-time basis.

When Coverage Ends

Your coverage under this benefit will terminate immediately if the group policy is cancelled. However, if you became disabled prior to cancellation of the group policy, benefits will be paid for such disability in accordance with the provisions stated above.

NEW JERSEY TEMPORARY DISABILITY BENEFITS

Benefits Shall Be Based Upon the Following:

- **Maximum Weekly Amount (as of January 2015): \$604.00***

*The maximum benefits will automatically be adjusted to comply with any future changes in the New Jersey Temporary Disability Benefits Law.

Benefits Shall Be Based Upon the Following: (Continued)

The weekly benefit is computed at 2/3 of your average weekly wage (rounded off to the next lower multiple of \$1.00, if not already a multiple thereof) up to the maximum weekly amount. The benefit amount for each day of disability is payable at one-seventh of the weekly rate, and is computed in the next lower multiple of \$1.00, if not already a multiple thereof.

To initiate a Temporary Disability claim, you must call The Hartford, the Benefit Provider, directly at: 1.866.945.7781 between the hours of 8 am and 8 pm ET, Monday-Friday or file online at <http://TheHartfordAtWork.com>. You will be instructed on the procedures to follow in order to process your claim effectively. For NEW JERSEY, the policy is number 410835.

Waiting Period

An employee becomes eligible on the later of (1) the policy effective date, or (2) the date an employee enters an eligible class. Benefits are payable from the first day of disability due to an accident or from the eighth day due to sickness. Benefits shall be payable for the waiting period if the disability lasts for more than three consecutive weeks.

Period of Benefits

Benefits are paid for the period that you are disabled, but not for more than 26 weeks.

Successive Periods of Disability

Successive periods of disability separated by a period of not more than 14 disability days shall be considered one continuous period of disability, unless they arise from different and unrelated causes. The Employee must have earned wages during the 14-day period immediately after the first disability with the Employee's last Employer immediately preceding the first period of disability to qualify for another disability period.

Class(es) of Employees Eligible

All New Jersey employees of an employer who are in a job classification covered under the terms of a collective bargaining agreement existing between Metropolitan Marine Maintenance Contractor's Association, Inc., on behalf of the employer, and Local 1804-1 of the International Longshoremen's Association (AFL-CIO), or who are covered by a

Class(es) of Employees Eligible (Continued)

contribution agreement between the employer and the Metro-ILA Fringe Benefit Fund Plan.

Eligibility

An employee shall be entitled to benefits when he or she can satisfy one of the following two criteria:

1. The individual has established 20-base weeks. A base week means any calendar week during which the individual earned not less than 20% of the state-wide average weekly wage;
2. The individual meets the requirements of the Alternate Earnings Test, an amount equal to 12 times the state-wide average weekly wage.

Upon receipt of written proof that an Employee has become disabled, the Plan shall pay benefits within the Plan's limitations and provisions.

Termination of Insurance

Your insurance hereunder shall terminate upon the occurrence of the first of the following events:

1. The date you cease to belong to an eligible class;
2. The end of two weeks from the date your employment ends, but not beyond the date you secure other employment; or
3. The date the Plan terminates; however, if your employment ended before such date, coverage shall continue for a period of two weeks, unless you secure other employment.

Payment of Benefits

Upon receipt of proof that you, while insured under the Plan, sustained a disability and became totally unable to perform the duties of your employment as a result of:

1. a non-occupational accidental injury; or
2. a sickness not compensable under the Workers' Compensation Law, then, the Fringe Benefit Fund will pay benefits (subject to the Waiting Period) as set forth above.

Exclusions and Limitations

No benefits are payable:

1. For any period of disability during which you are not under the care of a legally licensed physician, dentist, podiatrist, optometrist, chiropractor or practicing psychologist. When requested by the Fringe Benefit Fund, the provider shall, within the scope of his license, certify:
 - a. The Employee's disability;
 - b. The probable duration of the disability; and
 - c. The medical facts within his knowledge.

The provider's failure to certify the above will delay, and may deny, your right to receive benefits.

2. In a weekly amount which, together with any remuneration you continue to receive from your Employer, would exceed your wages immediately prior to the disability;
3. For any period of disability due to intentionally self-inflicted injury;
4. For any injury sustained in the perpetration by you of a crime;
5. For more than 26 weeks for any one period of disability;
6. For any period during which you would be disqualified for unemployment compensation benefits under the applicable provisions of law (New Jersey Statute R.S. 43:21-5). If the disability commenced prior to such disqualification, you would be eligible to receive disability benefits. The reason for disqualification or ineligibility to receive disability benefits is limited to the provisions under the Plan and the New Jersey Temporary Disability Benefits Law; or
7. For the first consecutive seven days of each period of disability due to accident or sickness. Benefits shall be payable for the first consecutive seven days of disability due to accident or sickness if with respect to any period of disability, your benefits are payable for three consecutive weeks.

Non-Duplication of Benefits

Benefits will not be payable for any period of disability:

Non-Duplication of Benefits (Continued)

1. Which is payable under any State or Federal Unemployment Compensation, Disability or Cash Sickness Benefit or similar law; and
2. Due to accidental injuries arising out of and in the course of your employment or for any period of disability due to occupational disease which are payable under the New Jersey Workers' Compensation Law, Occupational Disease Law, or similar legislation, except as provided by R.S. 43:21-30 of the New Jersey Temporary Disability Benefits Law, other than benefits for permanent partial or permanent total disability.

If your claim for compensation for temporary disability is contested pursuant to R.S. 34:15-1 et seq. of the New Jersey Workers' Compensation Law, and is thereby delayed, and you are otherwise eligible for benefits under the Plan, you will be paid the benefits provided by the Plan until such time that you receive compensation under the New Jersey Workers' Compensation Law.

Except for benefits for permanent partial or permanent total disability, in the event you receive workers' compensation benefits during or after receiving disability benefits under the Plan, the Fringe Benefit Fund will be entitled to be subrogated to your rights to the extent of the amount of disability payments made. Any disability benefits payable under the Plan shall be reduced by any amounts paid concurrently under any governmental or private retirement pension or permanent disability benefit or allowance program to which your most recent employer contributed on your behalf.

Notice of Claim

Written notice of disability must be given to the Plan Office within 30 days from the start of the disability. If you give a Notice of Claim to the Division of Unemployment and Disability Insurance, New Jersey Department of Labor and it is determined that such claim should have been made under the Plan, and if such notice was within the required period for giving notice, you will be deemed to have complied with the Notice of Claim provision.

The Plan Office shall provide claim forms for filing proof of disability within 15 days from the date the notice is received. If such forms are not sent within 15 days, you are deemed to have complied if you have sent written proof of: (1) the date the disability started; and (2) the cause of the disability. Failure to furnish notice within the time required shall not invalidate or reduce any claim if it is shown: (a) notice could not be reasonably furnished within the

Notice of Claim (Continued)

required time; and (b) notice was furnished as soon as was reasonably possible. Otherwise, your claim may be reduced or denied.

Denial of Benefits and Appeals

If your claim is denied in whole or in part, or you do not agree with the Plan Office as to the benefits, you may appeal. The Plan shall give you written notice of the denial or reduction of benefits. The Plan shall also send a written copy to the Division of Unemployment and Disability Insurance (the "Division"). The notice will state the reasons for the denial and your right to a hearing, in accordance with the provision of the Temporary Disability Benefits Law. You have a right to appeal within one year after the beginning of the period for which benefits are claimed. Such appeal shall be filed by a written complaint in a form satisfactory to the Division. The Division shall conduct such investigation, including formal hearings, as it deems proper.

Your complaint may be delivered in person or by mail to the Division of Unemployment and Disability Insurance, Bureau of Private Plans, New Jersey Department of Labor, CN 957, Trenton, New Jersey 08625-0957.

SECTION 2: TECHNICAL DETAILS

A. ERISA RIGHTS

ERISA RIGHTS

As a participant in this 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:

1. Examine, without charge, at the Plan Office all Plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
2. Obtain copies of all Plan documents and other Plan information upon written request to the Plan Office. The Trustees may make a reasonable charge for the copies, but no more than \$.25 per page.
3. Receive a summary of the Plan's annual financial report. The Trustees are required by law to furnish each participant with a copy of the summary annual report.
4. Submit written comments about the Plan to the Plan Secretary.

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 Plan participants, including yourself.

No one, including your employer, your union, or any other person, may terminate your employment (or otherwise discriminate against you in any way) to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit is denied, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials 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

ERISA RIGHTS (Continued)

may order the Plan Secretary to provide the materials, unless the materials were not sent because of reasons beyond the control of the Plan Secretary. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in federal or state 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 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. If you have any questions about your Plan, you should contact the Plan Secretary.

If you have any questions about this statement or about your rights under ERISA, you may contact the nearest Regional Office of the Pension and Welfare Benefits Administration, U.S. Department of Labor. This office is located at 33 Whitehall Street, Suite 1200, New York, NY 10004 the phone number is (212) 607-8600; the fax number is (212) 6078681.

You may also contact the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W. Washington, DC 20210.

SECTION 2: TECHNICAL DETAILS

B. SUMMARY PLAN DESCRIPTION

1. **PLAN NAME:** The METRO-I.L.A. Fringe Benefit Fund Plan.
2. **EDITION DATE:** January 1, 2015
3. **PLAN SPONSOR:** The Board of Trustees of the METRO-I.L.A. Fringe Benefit Fund Plan.
4. **PLAN SPONSOR'S EMPLOYER IDENTIFICATION NUMBER (EIN):** 13-3050863.
5. **PLAN NUMBER:** 501.
6. **TYPE OF PLAN:** Plan providing Fringe Benefits such as: Paid Vacation and Holiday, Jury Duty, and Bereavement Benefits, Temporary Disability, and Life and A.D&D. Insurance.
7. **PLAN YEAR ENDS:** December 31st.
8. **PLAN ADMINISTRATOR:** The Board of Trustees of the METRO-I.L.A. Fringe Benefit Fund Plan.
9. **AGENT FOR THE SERVICE OF LEGAL PROCESS:** Trustees of the METRO-ILA Fringe Benefit Fund Plan, 301 Route 17 North - 7th Floor, Rutherford, NJ 07070-2575. Phone #: (201) 842-0202.
10. **TYPE OF PLAN ADMINISTRATION:** Direct employees of the Trustees.
11. **TYPE OF FUNDING:** A combination of insured and self-funded.
12. **SOURCES OF CONTRIBUTIONS TO PLAN:** Employers required to contribute to the METRO-I.L.A. Fringe Benefit Fund Plan.
13. **COLLECTIVE BARGAINING AGREEMENTS:** This Plan is maintained in accordance with collective bargaining agreements. A copy of the agreement applicable to your employment may be obtained by you upon written request to the Plan Secretary and is available for examination by you at the Plan Office.

- 14. PARTICIPATING EMPLOYERS:** You may receive from the Plan Secretary, upon written request, information as to whether a particular employer participates in the sponsorship of the Plan. If so, you may also request the employer's address.
- 15. PLAN BENEFITS PROVIDED BY:** Either directly by the METRO-ILA Fringe Benefit Fund Plan or through the following insurance carriers:
- **Cigna Medicare Supplement Plan**
 - **Aetna**
 - **The Hartford**
 - **Met Life Insurance Company**
- 16. ELIGIBILITY REQUIREMENTS, BENEFITS AND TERMINATION PROVISIONS:** See Parts A of this booklet.
- 17. HOW TO FILE A MEDICAL CLAIM:** See MILA SPD
- 18. REVIEW OF MEDICAL CLAIM DENIAL:** See MILA SPD
- 19. NO INSURANCE UNDER THE PBGC:** Since this Plan is not a defined benefit pension plan, it does not have coverage under the Pension Benefit Guaranty Corporation.
- 20. THE BOARD OF TRUSTEES:** The Plan Sponsor and Plan Administrator is the Board of Trustees of the METRO-ILA Fringe Benefit Plan. The following are the individual Trustees that make up the Board:
- | | |
|---------------------------------|------------------------------|
| <u>Employer Trustees</u> | <u>Union Trustees</u> |
| John Atkins | Louis Pernice |
| Joseph A. Ragusa | J. Kenneth O'Connor |
- 21. DISTRIBUTION ON TERMINATION:** In the event of the termination of the Plan, the Trustees shall distribute the assets of the Plan at the time of distribution in such manner as shall best effectuate the Plan's intent and in accordance with applicable law.
- 22. DISCLAIMER:** This Summary Plan Description is not a complete statement of the Plan's contents. For a full statement of the Plan, you may want to review the Collective Bargaining Agreement under which you work and the Agreement and Declaration of Trust of the METRO-ILA Fringe Benefit Fund Plan. Those documents are available for your review at the Plan Office, and you may obtain copies of such documents for a reasonable charge.

**METRO-I.L.A. PENSION FUND
PENSION PLAN**

**SUMMARY PLAN DESCRIPTION (SPD)
EFFECTIVE January 1, 2015**

**This SPD replaces and supersedes all prior Pension
Fund Plan SPDs.**

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IMPORTANT NOTICES

ATTENTION

This booklet provides a brief description, written in non-technical language, of the important provisions of the Metro-I.L.A. Pension Fund Pension Plan. In the event there appears to be a conflict between the description of any plan provisions in this booklet and their statements in the formal Plan of Benefits itself, **the language contained in the Plan of Benefits is the official governing language.** Nothing in this booklet is meant to interpret or extend or change in any way the provisions of the Plan. The Trustees reserve the right to amend, modify, or discontinue all or part of this plan whenever, in their sole judgment, conditions so warrant.

CAUTION

This booklet and the Plan Administrator are authorized sources of plan information. The Trustees have not empowered anyone else to speak for them with regard to the plan. No employer, union representative, supervisor, or shop steward is in a position to discuss your rights under the plan with authority.

COMMUNICATIONS

If you have a question about any aspect of your participation in the plan, you should, for your own permanent record, write to the Plan Office or the Trustees. You will then receive a written reply which will provide you with a permanent reference.

NOTE: Assistance in Spanish is available by telephone or in person at the Plan Office.

NOTA: Si necesita ayuda en Español, puede llamar por teléfono o visitar la Oficina del Plan.

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METRO-ILA PENSION FUND BENEFITS PLAN

301 ROUTE 17N
7TH FLOOR
RUTHERFORD, NJ 07070-2575
TELEPHONE: (201) 842-0202

TO: PARTICIPANTS IN THE METRO-I.L.A. PENSION FUND PENSION PLAN

FROM: TRUSTEES OF THE METRO-I.L.A. PENSION FUND PENSION PLAN

DATE: January 1, 2015

This booklet has been prepared at the direction of the Trustees of the Pension Plan (the plan). It is intended to describe the various provisions of the plan as in effect on January, 2015. Recent federal legislation has required some significant changes in the plan, and the effects of these changes are included in the booklet. The booklet has six major sections, as follows:

- 1. Description of Benefits;**
- 2. Suspension of Normal and Early Pension Benefits;**
- 3. Claim Procedure;**
- 4. Claim Denial Appeal Procedure;**
- 5. Your Rights Under The Employee Retirement Income Security Act of 1974 (ERISA); and**
- 6. Technical Details.** This section of the booklet is provided to you under the terms of the Employee Retirement Income Security Act of 1974 (ERISA) and contains many technical details of the plan intended to insure that you will be able to enjoy all the rights to which you are entitled under the provisions of the plan.

The plan is one of the several fringe benefits negotiated between Locals 1804-1 and 1814 of the International Longshoremen's Association and the Metropolitan Marine Maintenance Contractors Association (MMMCA). It is designed to provide income at retirement and, also, benefits for a member (or beneficiary) at certain other times.

A number of significant changes have been made since the last booklet was distributed to you. You should read this booklet thoroughly to make sure that you are completely familiar with the revised plan.

THE DETAILS IN THIS BOOKLET SHOULD NOT BE INTERPRETED AS INCREASING ANY FROZEN BENEFIT YOU MAY ALREADY HAVE, NOR INCREASING YOUR BENEFIT IF YOU ARE ALREADY RECEIVING A PENSION.

IF YOU DO HAVE INTERRUPTED SERVICE BEFORE 2013, THE PLAN PROVISIONS THAT WERE IN EFFECT AT THE TIME OF THE INTERRUPTION WILL APPLY TO ANY OF YOUR BENEFITS ASSOCIATED WITH YOUR SERVICE EARNED BEFORE THE INTERRUPTION.

The Trustees are assisted in their tasks by professional advisors whom we hire from time to time. These may include an actuary, an attorney, an auditor and one or more investment managers.

The daily operation of the plan is maintained by the Plan Administrator who is located at the Plan Office. You are encouraged to make use of the facilities of the Plan Office where you will find assistance in understanding your benefits and in complying with the requirements in order to achieve your benefits.

It is our intention to continue the successful operation of the plan in the sound actuarial fashion which has prevailed to date. Your assistance in this endeavor will be increased by your complete understanding of the plan itself. Accordingly, it is in your interest and that of your family to familiarize yourself completely with this booklet.

If, after having gone through the booklet thoroughly, you have any question regarding the plan or its operation, please do not hesitate to contact the Plan Office.

Sincerely,

Plan Trustees

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SECTION 1: DESCRIPTION OF BENEFITS

A. GENERAL INFORMATION

Some major changes have taken place in the plan as the result of improvements made by the Trustees since the last booklet was printed. The effective dates of these changes have been at different times. However:

NO PREVIOUSLY EARNED PENSION OR VESTING SERVICE IS INCREASED AND NO PREVIOUSLY FROZEN BENEFITS ARE INCREASED, AS A RESULT OF THESE CHANGES.

What Is the Purpose of the Plan?

The chief purpose of the plan is to provide an income for you, in addition to your Social Security benefits, if any, following your retirement from active employment in the plan area.

When Did the Plan Start?

The plan started January 1, 1961.

Who Is Responsible for the Operation of the Plan?

The Trustees composed of persons designated by the Unions and designated by MMMCA, which represents your employers who contribute to the plan.

B. FINANCING

A most important element of your pension plan is money. Where it comes from, how it is managed, and to what uses it may be put should be of interest to you.

Who Pays for the Plan?

The plan is paid for by employers who have collective bargaining agreements with your ILA Local that call for contributions to the plan or who have signed a special participation agreement that calls for contributions to the plan.

How Are the Plan Monies Managed?

All of the plan assets are held in trust by the Trustees for the participants and beneficiaries of the plan. The Trustees have the ultimate responsibility for the management of plan monies. However, the Trustees are allowed, under law, to hire professional investment managers to provide expert assistance in the very complex field of managing pension plan money. The Trustees have retained investment management firms which are charged with the responsibility of investing a major portion of the plan assets.

May I Borrow Against the Pension I Am to Get?

No. Further, plan provisions prohibit assignment of your interest in the plan for any purposes. However, if the Trustees are presented with a qualified domestic relations order, they must obey the order even if it requires distributing all or a portion of your pension to someone other than you.

When I Retire, May I Take a Cash Settlement Instead of Monthly Pension Payments?

No. The purpose of the plan is to provide pensions to participants.

If the Plan Is Discontinued, What Will Happen to the Assets of the Plan?

Under the terms of federal law, the assets of the plan are to be used for the benefit of the participants, surviving spouses, and beneficiaries. If all of the plan benefits are provided by the assets of the plan, and there is still money left over, the money is to be used to increase benefits. Under no circumstances may money, which has been properly contributed to the plan ever, be returned to any employer or any ILA Local.

C. PLAN YEAR

Records under the plan are kept on a Plan Year basis.

What Is a Plan Year?

A Plan Year means any calendar year, January 1 through the following December 31.

D. JOINING THE PLAN

You become a participant in the plan when you work in employment for which your employer is required to contribute to the plan.

When Do I Become a Participant in the Plan?

When you first work in employment for which your employer is required to contribute to this plan, you become a participant. Certain employers have agreed to contribute to the plan on behalf of non-bargaining unit employees. If you are not sure if a certain employer is a contributing employer under this plan, please contact the Plan Office where a complete list of contributing employers is available. In addition, when a survivor of a participant starts receiving a periodic survivor's benefit, the survivor, also, will become a participant.

Can My Participation in the Plan Ever Stop?

Yes. Your participation in the plan stops if you incur a Break in Service when you are not vested.

Does Self-Employment Count?

No. Under no circumstances will you receive any credit, for any purpose, under the plan for work in self-employment.

Suppose My Employer Wishes (or I Wish) To Contribute To the Plan for Me Even Though My Employer Is Not Required to Do So Under a Collective Bargaining Agreement. Is This Allowed?

No! Unless your employment is covered in a written agreement between your employer and your ILA Local, or between your employer and the Trustees, no credit can be given to you (even if you or your employer contributes to the plan) for any work you do.

E. EARNING PENSION SERVICE

The Pension Service you accumulate under the plan is valuable to you because the more Pension Service you earn the larger your benefit will be. Therefore, it is VERY important that you make sure that the Plan Office has a complete record of EACH hour of your work that might earn you Pension Service under the plan.

What Is Pre-ERISA Service?

Pre-ERISA Service refers to Pension Service you receive for time worked before 1976 provided you were participating in the plan as of January 1, 1976.

What Is Future Pension Service?

Future Pension Service refers to Pension Service you receive for time worked after 1975.

Why Is Pension Service important?

Pension Service is important in determining your eligibility for, and the size of, your benefit.

How Do I Earn Pre-ERISA Service?

Before 1976, you receive Pension Service for each Plan Year in accordance with the terms and provisions of this plan, as it existed on December 31, 1975, based on employer records as of such date.

What Is an Hour of Future Pension Service?

An hour of Future Pension Service, generally referred to as an hour of Pension Service, is an hour of employment after 1975 for which your employer is required to *contribute* to the plan. Hours of Pension Service are used to build years, and fractions of years, of Future Pension Service.

How Do I Earn Future Pension Service?

You receive credit for a year of Pension Service for 700 hours of Pension Service you earn in a Plan Year. However, if you complete at least 400 hours of Pension Service but less than 700 hours of Pension Service in the Plan Year, you will receive a fraction of a year of Pension Service for that Plan Year. This fraction of a year of Pension Service will be calculated by dividing the actual hours of Pension Service by 700. Furthermore, if you earn an average of 700 hours of Pension Service during your years of participation in the plan, you will be credited with a year of Pension Service for each such year you complete at least 400 hours of Pension Service. You may earn Pension Service during the time that you are a participant in the plan.

Can I Earn Pension Service if I Become Disabled?

If you incur a disabling injury while employed in covered employment, for which you receive any form of workers' compensation, or a non-occupational injury or sickness that renders you totally disabled while you are otherwise employed in covered employment, you will receive Pension Service in accordance with the answer to the previous question "**How do I earn Future Pension Service?**" based on the hours credited at the rate of 20 hours of Pension Service per week you are so disabled.

No more than three years of Pension Service will be granted to you for any one period of injury or sickness incurred on or off the job.

No more than three years of Pension Service will be granted for all your periods of disability (on or off the job) during your lifetime.

What About Service in the Armed Forces?

You can also receive credit for active service in the Armed Forces of the United States for a period during which your reemployment rights are protected by federal law. This credit is calculated identical to the provision outlined in the question, "**How do I earn Future Pension Service?**" provided that you return to work in compliance with such laws.

What About Pension Service Under the Local 1814-ILA Contract Cargo Repairmen Pension Plan?

If you were a participant in the Local 1814-ILA Contract Cargo Repairmen Pension Plan on March 31, 1983, you may be entitled to Pension Service for the period prior to March 31, 1983. If you have any questions regarding this period, you should contact the Plan Office.

Is There a Limit on the Amount of Pension Service that I Can Earn in Any One Plan Year?

Yes. There is a limit of one year of Pension Service that you can earn in any one Plan Year.

Is There a Limit on the Total Number of Years of Pension Service that I Can Accumulate?

No.

Does My Age Have Anything To Do with the Earning of Pension Service?

No.

Can I Lose My Pension Service Once I Have Earned It?

Yes. If you incur a Break in Service at a time when you are not vested, you will forfeit the Pension Service that you had accumulated before the Break in Service. However, under certain circumstances, forfeited Pension Service can be reinstated. Please refer to the questions under “**BREAK IN SERVICE AND INTERRUPTION IN SERVICE**” on page 17.

F. EARNING VESTING SERVICE

It is important that you know what Vesting Service is. If you have five years of Vesting Service and earn at least one hour of Vesting Service after January 1, 1997, your right to your pension benefit will be 100% non-forfeitable.

What is Vesting Service?

A year of Vesting Service is a Plan Year during which you earn at least 400 HOURS OF PENSION SERVICE AND RELATED SERVICE COMBINED. However, as discussed below, hours of Related Service can only be earned on or after January 1, 1976. There is no such thing as a *partial* year of Vesting Service. Thus, if you earn 399 hours, or less, of Pension Service and Related Service combined during a particular Plan Year, you will *not* be credited with a year of Vesting Service for that Plan Year.

Hours of Pension Service are explained in the questions under “**EARNING PENSION SERVICE**” on page 12, and hours of Related Service are explained in the next paragraph. Hours of Pension Service and hours of Related Service are both called hours of Vesting Service.

What Is an Hour of Related Service?

Hours of Related Service can only be earned for work on or after January 1, 1976. You can earn an hour of Related Service when you work *for a contributing employer* in a classification of employment, which is *not* covered by a collective bargaining agreement between your employer and the ILA Local. However, you cannot earn Related Service for employment in such a non-covered classification unless that employment immediately precedes or immediately follows employment *with the same contributing employer* for which you were credited with Pension Service. If your employment is *interrupted* by your quitting, being laid off, being fired by the contributing employer or by your retirement, then any time worked after that cannot be classified as Related Service in this category.

If you are in a non-covered classification as described above and do not work (for example, because of illness), but are paid by your employer anyway, that time will also count as Related Service hours. However, there is a limit of 501 on the number of Related Service hours that you can earn during any one period of non-work.

What Is an Hour of Related Service? (Continued)

If you earn Related Service, it is important (just as Pension Service is) for initially participating in the plan, accumulating years of Vesting Service under the plan, and therefore, becoming entitled to a pension at retirement. However, hours of Related Service *do not count* in determining either the amount of your Pension Service or the amount of your pension benefit.

Why is Vesting Service Important?

As mentioned above, earning enough Vesting Service is one way to become vested under the plan. Also, the amount of your Vesting Service is important to you if you incur a Break in Service *before* you become vested. If you incur a Break in Service before you become vested and you return to work under the plan soon enough after the Break, your Pension Service lost because of the Break will be reinstated if you have enough Vesting Service. Please refer to the questions under **“BREAK IN SERVICE AND INTERRUPTION IN SERVICE”** on page 17.

G. BECOMING VESTED

This aspect of the Pension Plan is of special concern if you leave employment covered by the plan before you satisfy the age and service requirements for a Normal or Early Pension.

What Is Vesting?

Vesting refers to non-forfeitable ownership of your right to a pension under the plan. Once you become *vested*, it does not matter what happens later, you will be *entitled* to receive your accrued pension benefit at your Normal Pension Date or, if eligible, your Early Pension Date. However, this right stops if you die before your pension starts. In order to become vested under the plan, you must fulfill certain requirements.

What Are the Requirements for Vesting Under the Plan?

One way to become vested under the plan is to satisfy the age and service requirements for a Normal or Early Pension. However, even if you do not satisfy these age and service requirements, you will be vested once you complete at least five years of Vesting Service and earn at least one hour of Vesting Service after 1996. Other vesting requirements were in effect before 1997.

What Are the Requirements for Vesting Under the Plan? (Continued)

Please note that the requirements for vesting are *not* retroactive. If you have broken your service and lost Pension Service under the provisions of the plan as previously in effect, the above rules will not reinstate this lost credit.

How does qualified military service affect vesting?

If you return to Covered Employment or make yourself available for Covered Employment after a period of qualified military service in accordance with section 414(u) of the Internal Revenue Code, you will be entitled to vesting credit for that period of time as if you were employed.

In addition, if you die on or after January 1, 2007 while performing qualified military service, your beneficiary's entitlement to any additional benefit, (other than additional benefit accruals relating to the period of qualified military service) that would have been provided under the Pension Plan under those circumstances, will be determined as if you had been reemployed and immediately thereafter terminated employment due to death.

H. BREAK IN SERVICE AND INTERRUPTION IN SERVICE

A Break in Service can cause the loss of previously earned Pension Service. Even if it does *not* cause the loss of previously earned service, a Break in Service *will* cause the portion of your pension attributable to that service to be frozen.

Previously earned Pension Service, which is frozen in this manner, is referred to as Interrupted Pension Service and can also result from certain types of Interruptions in Service *other than* a Break in Service.

What Is a Break Year?

A Break Year means a Plan Year during which you are credited with less than 400 hours of Vesting Service.

Are There Any Exceptions to this Provision?

Yes. A Break Year will not be considered to have occurred when the failure to complete at least 400 hours of Vesting Service is due to:

Are There Any Exceptions to this Provision? (Continued)

1. Sickness or injury incurred off the job for a combined period of not more than three years (five years if period of sickness or injury began prior to 2005). In the event that you sustain an injury or sickness for which you receive non-occupational disability benefits mandated by state law, you shall also receive pro rata credit for purposes of determining Pension Service and Vesting Service hereunder for the period during which you receive such benefits, on the basis of up to a maximum of 20 hours for each such week.
2. Injury incurred on the job for which you receive compensation for temporary total disability, or temporary partial disability, or permanent partial disability, or permanent total disability, as the case may be, in which even pro rata credit for the period of such Compensation shall be given you for purposes of determining Pension Service and Vesting Service hereunder on the following basis: pro rata credit at the rate of a maximum of 20 hours a week.

In any instance of injury incurred on the job in which you pursue remedy through an action against a third party, you shall receive pro rata credit for purposes of determining Pension Service and Vesting Service hereunder at the rate of a maximum of seven hundred hours per year for a total period not in excess of three years (five years if the sickness, disability or injury was incurred prior to 2005) from the date of the injury on the basis of the amount of any final judgment in your favor entered in such action or of any agreed settlement thereof divided by the then applicable statutory maximum weekly Compensation rate, but the hours credited under this sentence, when added to hours actually worked by you during such year will not cause your total hours for such year to exceed seven hundred hours in the event such action is withdrawn or otherwise terminated, or judgment in favor of the third party is entered thereon and you are subsequently awarded compensation, the pro rata provisions of the prior paragraph will apply.

3. In no event will you be credited with more than three years (five years if the sickness, disability or injury was incurred prior to 2005) of Pension or Vesting Service for non-work time granted in accordance with 1. and/or 2. in total during your lifetime.

Are There Any Exceptions to this Provision? (Continued)

4. There is a special rule, which applies if you are absent from work after 1985 as a result of your pregnancy, the birth of your child, the adoption of a child, or the caring for such child during the period immediately following the birth or adoption. You will not be charged with a Break Year for the Plan Year in which the absence begins, or if you would not have been charged with a Break Year for that Plan Year anyway (because you already had 400 hours of Vesting Service), for the next Plan Year.
5. Internment or civil detention in a foreign country, by order of the government of that country, due to an international political crisis shall not be deemed to have interrupted the Pension or Vesting Service which you would otherwise have earned.
6. Qualified military service under section 414(u) of the Internal Revenue Code
7. No special credit described in this question will be given for any period of time for which you receive a pension benefit under the plan.

It is your responsibility to advise the Plan Office of any maternity or paternity absence you may have, or of any total disability.

What Is a Break in Service?

If you experience a Break Year you will incur a Break in Service.

What Happens if I Incur a Break in Service When I Am Not Vested?

If you are not vested, your participation in the plan will stop. This means you will *forfeit* your Pension Service and Vesting Service that were credited before the end of the period which caused your Break in Service. However, your forfeited Pension Service and Vesting Service can be reinstated if you return to work and satisfy certain conditions.

Can Any Pension Service and Vesting Service that I Lose Because of a Break in Service Ever Be Reinstated?

This is where your years of Vesting Service can play an important part. If you experience a Break in Service when you are not vested, and again earn a year of Vesting Service under the plan sometime after that, your Pension Service and Vesting Service that were forfeited will be reinstated if the number of consecutive Break Years that you incur is less than the number of years of Vesting Service that you had completed before your Break in Service.

If your Break in Service is after 1985, an additional rule applies: if you later earn a year of Vesting Service, your Pension Service that was forfeited *will be reinstated*, even if you do not satisfy the rule above, *if the number of consecutive Break Years that you incur is less than five*.

What Happens if I Experience a Break in Service When I Am Vested?

If you are vested at the time of your Break in Service, you will remain eligible to receive, at pension age, the benefit associated with the Pension Service you earned.

What Is an Interruption in Service?

Any Break in Service, which does not cause the permanent loss of your prior Pension Service, is considered an Interruption in Service. Thus, if you incur a Break in Service when you are vested, your Break in Service will be considered an Interruption in Service. *Similarly*, if you incur a Break in Service when you are not vested, and your Pension Service that was forfeited is later reinstated, your Break in Service will then be considered an Interruption in Service.

However, an Interruption in Service can also occur in other ways. In particular, you will have an Interruption in Service if you *fail to earn at least 400 hours of Pension Service* in a Plan Year. For this purpose, *it does not matter* that you avoided a Break in Service by *working in Related Service*, or that you were either totally disabled during all or any part of that period, or on a maternity or paternity absence.

What Is Interrupted Pension Service?

Interrupted Pension Service is any Pension Service credited to you before the start of an Interruption in Service. The portion of your pension benefit attributable to this service is frozen at the level of benefits in effect *on the day before* your Interruption in Service starts and will not be increased on account of any future improvements to the plan.

Is the Freezing Permanent?

Even if you come back to work in covered employment, the portion of your pension benefit attributable to that Interrupted Pension Service will remain frozen, unless you return to covered employment and earn at least 400 hours of Pension Service in one of the four Plan Years immediately following the Plan Year that was the Break Year.

Is There Another Way to “Unfreeze” My Pension?

Yes. If your pension was frozen before November 1, 2005, it can be “unfrozen” after November 1, 2005 provided:

1. You had at least ten years of Pension Service before your break;
2. You incurred no more than ten Break Years after your pension was frozen; and
3. You earn at least nine years of Pension Service after your pension was frozen and before 2011.

If you satisfy these three requirements for any “frozen” portion of your accrued benefit, such frozen portion will be unfrozen.

I. NORMAL PENSION

The purpose of the plan is to arrange for the continuation of a portion of your wages during those years, which follow the completion of your working career. You will normally complete your working career at age 62 and start your pension if you have satisfied the service requirement for a Normal Pension.

When May I Start Receiving my Normal Pension?

Once you are at least age 62, you may apply for a Normal Pension if you have satisfied the service requirement.

How Do I Satisfy the Service Requirement for a Normal Pension at or After Age 62?

You satisfy this requirement if you participate in the plan continuously for a period of at least five years ending on or after your 62nd birthday.

How Much Is the Normal Pension?

If you commence benefits May 1, 2013 or later, the Normal Pension is a monthly benefit equal to \$110 for each year of your Pension Service. In order to qualify for the \$110 unit benefit for your unbroken Pension Service, you must earn at least one hour of Pension Service on or after January 1, 2013.

Furthermore, if you became a participant before 1994, your monthly Pension benefit cannot be less than \$275 plus \$20 for each year of your Pension Service (with a maximum of 20 years of Pension Service counted).

What Is the Additional Pension?

If your Early or Normal Pension benefit becomes effective 5/1/13 through 12/31/18 and you had at least one hour of Pension Service after 1/1/13, there will be an addition made to what would otherwise be the monthly amount. To be eligible for this addition, you must have at least 25 years of Pension Service.

If you earned your 25 years of Pension Service uninterrupted, (or interrupted by less than five Break in Service years) the amount of the monthly addition is \$30/month for each year of your Pension Service. If your service was separated by five or more break in service years, the amount of the monthly addition is \$30/month for each year of your Pension Service you earned during only your most recent period of Pension Service not interrupted by five or more Break in Service years.

If you are retiring early and/or receiving your pension in an optional form, there will be the appropriate reduction for such features.

J. EARLY PENSION

Under certain circumstances you may start your pension before you become eligible for a Normal Pension. Because your life expectancy is longer when you are younger, however, and because of certain other financial aspects, there is a reduction in the amount of your otherwise Normal Pension if you

choose to retire early.

Must I Wait Until I Am Eligible for a Normal Pension To Start My Pension?

No. If you satisfy the service requirement for an Early Pension, you may start your pension at any time after age 60.

What Is the Service Requirement for an Early Pension?

In order to be eligible to receive an Early Pension, you must have at least 20 years of Pension Service to your credit.

Can I Receive the Additional Pension if I Take an Early Pension?

You will receive credit for any Additional Pension you are eligible for when you retire, however the amount you receive will be reduced like the rest of your early retirement pension because your life expectancy is longer when you are younger and because of certain other financial aspects.

How Is My Early Pension Calculated?

You start by calculating the amount of your Normal Pension. Then, you reduce that amount by 1/2 of 1% for each whole calendar month by which your Early Pension Date precedes your Normal Retirement Date (usually the first of the month next following your 62nd birthday.)

For example, suppose you had accrued a Normal Pension of \$1,000 per month, but wanted to receive your pension benefit commencing on the first of the month following your 60th birthday. You would count the number of months between your Early Pension Date and the first of the month following your 62nd birthday.

Since the number of months in between is 24, there is a 12% reduction ($24 \times 0.5\% = 12\%$) in what would otherwise have been your Normal Pension. This results in a monthly pension at your Early Pension Date of \$880 (i.e. $88\% \times \$1,000$). This example also assumes that you are receiving your pension in the Life Only form (monthly payments for your lifetime only), and not in one of the Married Couple forms (more on Married Couple forms later on).

K. DISABILITY PENSION

It is possible that you may not be able to work until your Normal Pension Date because you become totally disabled. A special plan provision is intended to provide a benefit to you in these circumstances.

How Disabled Must I Be in Order to Receive a Disability Pension?

You must be considered **totally and permanently disabled** to the satisfaction of the Trustees. A disability award from the Social Security Administration is acceptable proof of disability. In lieu of that, the Trustees require that you submit a report from your personal physician. The Trustees reserve the right to require you to submit to examination by a physician of their choice and to make the final determination of your total and permanent disability (and, consequently, of your eligibility for a Disability Pension).

What Are the Other Requirements for Entitlement to a Disability Pension?

You must not be eligible for a Normal Pension at the time of your Disability Pension, you must be at least age 45 at the time you become disabled, you must satisfy the service requirement for a Disability Pension and you must satisfy the employment requirement for a Disability Pension.

What Is the Service Requirement for a Disability Benefit?

You must have at least 15 years of Pension Service (or have an annual average of 1,200 hours of Pension Service in the 14 years immediately preceding the year in which you become disabled).

What Is the Employment Requirement for a Disability Pension?

You must be at work in employment for which your employer is required to contribute to the plan when your disability starts.

What Is the Size of the Disability Pension?

The Disability Pension is a monthly benefit calculated in the same way as the Normal Pension except that no “additional pension” is payable for disability. This is the amount, which is payable, without reduction, and no optional forms of payment are available. However, if you were a participant in the plan on a December 31, 1993, your monthly Disability Pension will not be less than \$625. Furthermore, while you are receiving your Disability Pension, your spouse, if you have been married for at least one year, may have the protection of the Pre-Retirement Surviving Spouse Pension.

If you are less than age 62 and retire due to an occupational disability and (i) you are entitled to compensation benefits under State or Federal Compensation Laws, or (ii) you have received a lump sum award for disability, or (iii) you have had a judgment entered in your favor against a third party, your disability pension will be reduced by the payments you receive under (i), (ii) or (iii) above until you reach age 62.

If your Disability Pension becomes effective after 5/1/2013 and stops before 12/31/2018 and you apply for an Early or Normal Pension to start no later than 12/31/2018, you will be eligible to be considered for the “additional pension” provided you satisfy the service requirement for the “additional pension”. When you apply for an Early or Normal Pension after previously receiving a Disability Pension, your benefit will be calculated based on the highest benefit rates in effect when you began receiving the Disability Pension.

When Does My Disability Pension Start?

You must apply for the Disability Pension. If, when you make your application, you satisfy the eligibility requirements described in the questions above, your Disability Pension will be effective as of the first day of the month next following the date of your application.

When Does My Disability Pension Stop?

Your Disability Pension stops with the monthly payment due for the month in which you reach age 62 (at which time, if you are eligible, you may apply for a Normal Pension). However, if you recover from your disability before age 62 (or age 65 if you began receiving your Disability Pension before 1/1/05), your Disability Pension payments will stop with the payment due for the month in which you recover from your total and permanent disability.

When My Disability Pension Stops, Will I Then Be Eligible To Receive an Early Pension?

Your receipt of a Disability Pension does not make you automatically eligible to receive an Early Pension.

Does My Receipt of a Disability Pension Affect the Amount of My Normal (or Early) Pension?

No. If you are eligible for a Normal Pension, the monthly amount of your Normal Pension, when determined in the Life Only Form (monthly payments for your lifetime only) will be *at least* the amount of your Disability Pension. Similarly, if your Disability Pension stops before age 62 and you become eligible for an Early Pension, that Early Pension will be determined by reference to a Normal Pension, which is at least the amount of your Disability Pension. Furthermore, if your Disability Pension stops, and you return to covered employment and earn additional Pension Service, the amount of your Normal or Early Pension will be re-calculated and based on your accrued benefit.

L. APPLYING FOR PENSION BENEFITS

All benefits must be applied for under the plan. This rule applies to employees, surviving spouses, and beneficiaries. It is important that you provide all information asked for as accurately as possible. Any payments made in error to anyone will be owed to the plan and must be repaid.

When Should I Submit an Application for My Pension?

Normally, your application should be filed at least *seven months* in advance of the date you wish to have your pension start. This will enable the Trustees to process your application and be ready to pay benefits promptly on the first day of the month you select. However, in no event can pension benefits start effective before the first of the month which is at least *one* full calendar month after the day on which the Plan Office receives your signed application for benefits and after you have had at least 30 days to consider your options.

No medical examination is required to qualify for a Normal or Early Pension under the plan. However, a medical examination will, most likely, be required for the purpose of determining your eligibility for a Disability Pension.

When Should I Submit an Application for My Pension? (Continued)

In order to receive a pension benefit, proof of age must be submitted to the Plan Office. A birth certificate is the best proof; however, if you cannot obtain a birth certificate, the Plan Administrator will tell you what will be required. The same rule applies to a surviving spouse entitled to a pension under the plan. You need not wait until your Pension Date to submit evidence of your date of birth; the earlier you submit evidence, the better. Other documents may also be required (e.g. marriage certificate, divorce decree, death certificate, etc.).

If you, your surviving spouse, or your beneficiary intentionally make a false statement material to an application, or submit fraudulent information or proof, then any benefits which are not vested under the plan may be denied, suspended or discontinued. The plan will also have the right to recover any payments wrongfully made in reliance on the false or fraudulent statement, information or proof.

The burden of proof lies with you to affirmatively establish your entitlement to unreported or underreported hours of covered employment. If you believe that your employer has underreported or failed to report your hours of work in covered employment, you must present evidence satisfactory to the Trustees to receive credit for such hours.

If I Receive a Disability Pension and Am Later Eligible for a Normal or Early Pension, Must I Complete an Additional Application for the Normal or Early Pension?

Yes. All benefits must be applied for under the plan.

If I Forget or Fail to Apply When I Am First Eligible, Can My Pension Be Paid Retroactively?

No. However, it is possible that an actuarial increase will be made in your accrued benefit.

If I Wish To Postpone or Delay the Start of My Normal Pension, for How Long May I Do So?

Your Normal Pension *must* commence no later than the April 1st next following the calendar year in which you reach age 70 and six months (provided you have satisfied the age and service requirements for a Normal Pension). This rule applies whether you are working or not.

If I Wish To Postpone or Delay the Start of My Normal Pension, for How Long May I Do So? (Continued)

If you do not submit an application before the April 1st on which your pension is required to start, the Trustees *will start payment of your pension benefit* as of that April 1st based on such information concerning you as they may have or reasonably assume (i.e., concerning your age, marital status and the age of your spouse). If, however, the plan staff is *not* able to locate you, then when (and if) they do locate you, payments may be actuarially adjusted to the date on which they were required to start.

M. RECEIVING YOUR PENSION

Since your pension benefit payments will be a substantial part of your retirement income, the details regarding actual payment of your pension are explained in the following:

When Will My Pension Payments Start Once I Have Applied?

If you have satisfied all of the requirements, your Pension will start effective with the first day of the first calendar month which is at least one month after the date on which the Plan Office receives your application, or on a later date, if you wish. If you are applying for a Normal or Early Pension, you must have at least 30 days to consider your options. For example, if you submit your application for a Normal or Early Pension to the Plan Office on January 15, your pension may be scheduled to start no earlier than effective with March 1st.

How Often Will I Receive My Pension Benefit Payments?

Pension payments are made monthly at the beginning of the month for the month then starting.

For How Long Will I Receive My Pension?

Normal and Early pension benefit payments under the Life Only Form are payable for as long as you live and will stop with the payment due for the month in which you die. Normal and Early Pension payments under either of the Married Couple Forms are payable for as long as the survivor of you and your spouse lives and will stop with the payment due for the month in which the survivor dies. Disability Pension payments are generally payable through the first of the month immediately preceding your 62nd birthday, unless you stop being disabled before age 62 (age 65 if you began receiving

For How Long Will I Receive My Pension? (Continued)

your Disability Pension before 1/1/05).

Can My Pension Be Suspended or Forfeited for Any Reason?

Yes, if you retire on a Normal or Early Pension and return to certain work, your pension benefit may be suspended. Please refer to the questions under **“SUSPENSION OF NORMAL AND EARLY PENSION BENEFITS”** on page 38 and read Section 2 of this booklet.

If I Return To Work Under the Plan After Once Retiring on a Normal or Early Pension, How Is My Pension Benefit Calculated?

You may receive credit for your additional hours of Pension Service, and your monthly benefit will be recalculated (effective as of the beginning of the next Plan Year) to see if an increase is called for. Any increases on account of your earning additional hours of Pension Service that may be due you will be calculated at the monthly benefit rate then in effect. However, any new monthly benefit rate will not be applied to increase the amount of your previously earned pension benefit.

If I Am Interested in Providing that My Spouse Participate in Some Way in My Normal or Early Pension, What Should I Do?

There is such a benefit available; read the next topic, **“MARRIED COUPLE FORMS.”**

When you apply for a Normal or Early Pension, if you are eligible, you may provide that your spouse will participate with you. You will be given the details as they apply to your own situation, and you will be required to take at least a 30-day period to make up your mind.

For Purposes of this Plan, Who Is My Spouse?

In addition to a member of a traditional marriage, the term, “spouse”, can include a person who has cohabitated continuously with you, in an apparent husband and wife relationship, for a period of at least 20 years immediately prior to your death or the start of your Normal or Early Pension.

N. MARRIED COUPLE FORMS

There are two types of benefits available under the plan that apply to the surviving spouse of a participant. One type of benefit, collectively called the Married Couple forms, is available at Normal or Early Pension Date, and may be waived by the retiring participant and his spouse. The other type of benefit, the Pre-Retirement Surviving Spouse Pension, is a pre-retirement death benefit, which is automatic under the plan.

What Are the Married Couple Forms that Are Available at Normal or Early Pension Date?

There are three Married Couple forms. Each provides a reduced monthly pension payable to you for as long as you live, with the provision that, if your eligible spouse outlives you, your spouse will start receiving either 50%, 75% or 100% of the reduced monthly pension that you had been receiving.

If you apply and are eligible for a pension benefit, you will have the opportunity to elect one of the Married Couple forms (either the 50% form, the 75% form, or the 100% form). However, in order for your surviving spouse to be eligible to receive a survivor benefit at your death, your spouse must have been lawfully married to you *for at least one year* before the start of your pension. Also, such spouse must be the *same* spouse to whom you were married at the time your pension started.

Please note that your selection of the lifetime only option may affect the welfare benefit available to your spouse.

Nevertheless, if you are married on the effective date of your pension benefit, but have not been married for at least one year, you may elect a Married Couple form to be effective on the first anniversary of your wedding.

If your spouse dies while you are receiving one of the three Married Couple forms, your future benefit payments will be increased to the level of a life annuity without any survivor benefit.

If I Am Interested in Providing that My Spouse Participate in My Normal or Early Pension, What Should I Do?

In the event that you make the election in this situation, however, your spouse will only be entitled to the survivor benefit if, at the date of your death, you and your spouse have been married to each other *for at least one year* up to the date of your death.

How Much Is the Monthly Pension Benefit I Will Receive if I Want My Pension To Be Paid in One of the Married Couple Forms?

This will depend on whether you select the 50%, 75% or 100% form. Also, the age of your spouse and your own age must be taken into account. For example, let's assume that you are retiring at age 62 with a monthly pension of \$1,000.00 and that your spouse is age 59. If you and your spouse decide *not* to receive your pension benefit in one of the Married Couple forms, you would receive a monthly pension of \$1,000 that would stop with the date of your death and would *not* provide any survivor benefit for your spouse.

If you choose to receive the 50% Married Couple form instead (that is, a reduced monthly pension with the provision that 50% of the reduced amount would continue to your surviving spouse for life), you would receive a monthly pension of \$894.16 and, if your eligible spouse was still alive at the time of your death, your spouse would start receiving one-half of that (\$447.08) for life.

If your spouse were 55 years old (instead of 59) the corresponding figures for the 50% Married Couple form would be \$875.36 per month for you (instead of \$894.16) and \$437.50 per month for your surviving spouse (instead of \$447.08). The decrease, of course, is due to the longer life expectancy of your now younger (age 55) spouse.

The reductions described in the above examples apply only to the 50% Married Couple form. Under the 100% or 75% Married Couple form, the reduced monthly pension payable to you for your lifetime would be less to take into account the increased cost of your spouse's benefit. Thus, if under the above, you had instead elected the 100% Married Couple form, the monthly pension payable to you would have been \$808.58, if your spouse was aged 59 and \$778.35 if your spouse was aged 55. If you predeceased your spouse, the same monthly amount (\$808.58 or \$778.35) would continue to your spouse for life.

The above examples apply only to the age combinations, which are specified. You must check with the Plan Office for the exact reductions, which will apply in your situation.

How Do My Spouse and I Choose *Not* To Receive My Pension Benefit in One of the Married Couple Forms?

Unless you elect otherwise, your pension benefit will be paid in the 50% Married Couple form. When you are applying for your pension benefit, you and your spouse will have the opportunity to choose not to receive your pension in the 50% Married Couple form. You will have a period of at least 30 days to make up your minds regarding how your pension is to be paid. Both you and your spouse must elect not to receive your pension in the 50% Married Couple form in order for it to be paid in the Life Only, 75% Married Couple form or 100% Married Couple form.

YOUR SPOUSE MUST SPECIFICALLY AGREE IN WRITING TO PAYMENT OF YOUR PENSION IN A FORM OF OTHER THAN THE 50% MARRIED COUPLE FORM, AND YOUR SPOUSE'S AGREEMENT AND WAIVER OF THE 50% FORM MUST BE NOTARIZED OR WITNESSED BY A PLAN REPRESENTATIVE. FOR THE WAIVER TO BE EFFECTIVE, THE WAIVER MUST BE MADE AND RECEIVED BY THE PLAN OFFICE DURING THE 180-DAY PERIOD ENDING WITH THE EFFECTIVE DATE OF YOUR PENSION.

If I Die After Retirement and My Surviving Spouse Is Eligible To Receive a Pension Because I Elected One of the Married Couple Forms, Must My Spouse Apply for It?

Yes. All benefits must be applied for under the plan.

For How Long Will My Spouse's Benefit Be Paid?

For the life of your surviving spouse. Once your spouse starts receiving the pension, it is non-forfeitable for any reason except death.

If I Choose a Married Couple Form, Retire and Start Receiving My Reduced Pension Benefit and My Spouse Dies Before I Do, Will the Amount of My Monthly Benefit Be Raised Back to Its Original (i.e., Life Only) Level?

Yes.

If I Return To Work Under the Plan After Once Retiring and Choosing To Receive (or Not To Receive) My Pension Benefit in One of the Married Couple Forms, Do My Spouse and I Have To Choose Again?

Generally, no. If you originally retired on a Normal Pension, your prior choice remains effective for the pension benefit you were receiving and for any later increases you receive for additional Pension Service earned by returning to work.

If you retire on an Early Pension, however, and later complete additional Pension Service, which results in an increase in the amount of your benefit, the plan will recalculate the benefit, based on the form you previously selected, to reflect the additional service you have earned during your return to employment.

The amount of pension benefit you were receiving before the increase will continue to be paid in the form (or forms) you previously selected. Your first choice after what would have been your Normal Pension Date will remain in effect for any later increases you may earn by returning to work.

If I Retire on a Married Couple Form and My Spouse and I Become Divorced, Is My Spouse Still Entitled to the Married Couple Protection?

Yes, if your pension benefit became effective after 1984 and you and your spouse either were married to each other for at least one year up until the effective date of your Normal or Early Pension or had attained the first anniversary of your wedding after that effective date. However, a court order may provide otherwise.

Do the Married Couple Forms Apply to a Disability Pension?

No. The Married Couple forms only apply to a Normal or Early Pension. If you are receiving a Disability Pension, your spouse may have the protection of the Pre-Retirement Surviving Spouse Pension while you are receiving your Disability Pension.

O. PRE-RETIREMENT SURVIVING SPOUSE PENSION

If you are vested, a monthly benefit will generally be payable to your eligible surviving spouse if you die after 1984 and before Normal or Early Retirement. This benefit is called the Pre-Retirement Surviving Spouse Pension. It may also be payable if you die while receiving a Disability Pension.

How Does the Pre-Retirement Surviving Spouse Pension Work?

In the event you die before you have actually started receiving a Normal or Early Pension, if your surviving spouse is eligible, your surviving spouse will receive a pension benefit provided you have satisfied the requirements for such a benefit. It will be payable to your surviving spouse monthly for as long as your surviving spouse lives.

This is called the Pre-Retirement Surviving Spouse Pension. In order to be eligible to receive such a benefit, your surviving spouse must have been lawfully married to you for at least one continuous year ending on the date of your death.

This benefit will not be effective with a date that is before your spouse applies properly for it unless the application is within six months of your death.

What Are the Requirements that I Must Have Satisfied so that My Surviving Spouse Will Be Entitled to This Pension?

You must satisfy, before your death, any one of the following requirements:

1. You are vested; or
2. You have at least 20 years of Vesting Service and pass away while you are in active employment under the plan; or
3. You have at least 15 years of Vesting Service, are at least age 55 and pass away while you are in active employment under the plan.

However, if you terminated active employment in the plan before August 23, 1984, the above requirements pertaining to you do not apply. Instead, you must satisfy each of the following three requirements for this benefit:

What Are the Requirements that I Must Have Satisfied so that My Surviving Spouse Will Be Entitled to This Pension? (Continued)

1. You completed one hour of Pension Service after 1975;
2. You have not commenced benefits under the plan or died as of August 23, 1984; and
3. You have ten years of Pension Service.

When Will My Surviving Spouse's Pension Start if I Die While Covered for this Benefit?

That depends upon whether you become covered for this benefit under 1 in the answer to the previous question, or under either 2. or 3.

If you became covered under 1 but not either 2 or 3, your eligible surviving spouse may start the pension on or after the earliest date you could have started receiving an Early or Normal Pension.

If you became covered under 2 or 3, your eligible surviving spouse may start the pension on or after the first day of the month following your death.

How Much Is That Monthly Pension?

The monthly pension that is payable to your surviving spouse is calculated as if you *had* retired on your earliest possible Normal or Early Pension Date after the date of your death, and elected that your surviving spouse participate in the benefit with you in the 50% Married Couple form. Your surviving spouse would start receiving 50% of what would have been your reduced monthly pension at what would have been your earliest possible Normal or Early Pension Date. There is a further reduction in the case where your surviving spouse's pension starts before what would have been your earliest possible Normal or Early Pension Date.

May My Spouse Elect To Receive the Pre-Retirement Surviving Spouse Pension as a Lump Sum?

No.

What if I Die While Performing Qualified Military Service?

If you die on or after January 1, 2007 while performing qualified military

What if I Die While Performing Qualified Military Service? (Continued)

service, the Plan will calculate your spouse's Pre-Retirement Surviving Spouse Pension as if you had been reemployed on the date of your death and then immediately ceased employment due to your death.

P. LUMP SUM DEATH BENEFIT

There is another death benefit included in the plan. This benefit is a Lump Sum Death Benefit that applies after you commence a Disability, Normal or Early Pension.

How Do I Qualify for the Lump Sum Death Benefit Coverage Under the Plan?

If, at your death, you are receiving any type or form of monthly Pension benefit (other than as a surviving spouse) under this plan, you have qualified for the Lump Sum Death Benefit coverage.

How Much Is the Lump Sum Death Benefit?

The amount of the Lump Sum Death Benefit is equal to \$1,000.

Who Can Be My Beneficiary for the Lump Sum Death Benefit?

You may name anyone you like to be your beneficiary. Your designation, however, must be made in writing and given to the Trustees. You may also change your beneficiary at any time, but once again, only in a written designation filed with the Trustees. However, any beneficiary designation or change in beneficiary designation received by the Trustees after your death will not be honored.

If a Lump Sum Death Benefit is due as the result of your death, and you have not chosen a beneficiary, or the beneficiary you have chosen has died, then the Lump Sum Death Benefit will be paid in accordance with the New York Estates, Powers and Trusts Act.

Will a Lump Sum Death Benefit Be Paid Automatically at My Death?

No. As with all other benefits under the plan, the Lump Sum Death Benefit must be applied for.

Q. CLAIM AND APPEAL PROCEDURES

Each application (or claim) for a benefit under the plan is reviewed under the direction of the Trustees. The facts that are presented with the claim are what are considered, primarily, in evaluating it. Sometimes the Plan Office will not receive all the pertinent details when a claim is presented. However, regardless of the reason for the denial, you are entitled to a review of your denied claim. The following is a brief summary of the claim and appeal procedures. The complete discussions of the claim procedure and the claim denial appeal procedure are contained in Sections 3 and 4 of this booklet.

How Do I Make a Claim for a Benefit?

First, you must obtain the proper application forms from the Plan Administrator at the Plan Office. The Plan Administrator will assist you in the completion of these forms, as necessary, and will advise you as to what supporting documentation (birth certificate, social security disability award certification, etc.) is required. The completion and filing of your application for a benefit at the Plan Office constitutes your claim for a benefit under the plan.

When Will I Know Whether My Claim Is Approved or Disapproved?

You will be advised of the Trustees approval or disapproval of your claim for a benefit within 90 days after the date your application for benefits is filed at the Plan Office. If your claim is denied, completely, or in part, you will receive a written notice stating (i) the specific reason or reasons for the denial, (ii) the specific reference or references to the plan provisions on which the denial is based, and (iii) a statement of the plan's appeal procedure.

How Can I Appeal a Decision by the Trustees To Deny My Application for a Benefit Under the Plan?

If your claim is denied, completely, or in part, you should *write* to the Trustees at the Plan Office asking that the denial be reviewed. The Trustees will set a meeting for this review. Before this meeting you will have an opportunity to review the documents, which relate to the claim itself and to present your appeal, in writing.

Also, at the discretion of the Trustees, you may be allowed to attend the meeting, if you so desire. The Trustees will review their prior decision at their meeting and communicate the results of this review directly to you. See Section 4 of this booklet for complete details.

Is There a Time Limit for Appeal?

Yes. In order that you are able to use the appeal procedure, you must make your written request to the Trustees for the review *within 60 days* following the date that you receive written notice of the denial.

R. SUSPENSION OF NORMAL AND EARLY PENSION BENEFITS

The plan relies on contributions made by employers for hours worked by active participants to provide benefits for participants (and their beneficiaries) who are no longer actively employed. Therefore, in order to preserve the integrity of the plan, Normal and Early pension benefits may be suspended if a retired participant returns to work in the occupation of the type covered by the plan. The following is a brief summary of the suspension of benefits provisions. The complete discussion of the Plan provisions addressing this matter is contained in Section 2 of this booklet.

Are There Any Circumstances Under Which My Pension Benefit Payments Can Be Suspended or Forfeited?

Once you become eligible for a Normal or Early Pension, the payments are non-forfeitable. However, your pension benefit will be subject to possible suspension if, after your retirement, you become employed in the ship maintenance, container repair, contract cargo repair, or weighmaster industries.

In particular, a *suspension* of monthly payments will occur if you retire on a Normal or Early Pension and, for at least 40 hours during any particular

Are There Any Circumstances Under Which My Pension Benefit Payments Can Be Suspended or Forfeited? (Continued)

calendar month after your retirement, you are employed or self-employed at work in the ship maintenance industry, container maintenance and repair work, contract cargo repair work, or the weighing of raw sugar and rubber by one or more employers. If you do work (or are self-employed) in such employment for at least 40 hours during a month, you will not be entitled to a pension benefit payment for that month.

Will I Be Notified of a Proposed Suspension of My Pension?

It is your responsibility to notify the Trustees, in writing, of any employment or enterprise that you wish to undertake which might constitute prohibited employment as described above. Your written notification should be given to the Trustees within five days of the start of such employment. The Trustees will then advise you as to whether it will result in a suspension of your pension benefit.

If you do not notify the Trustees of your prohibited employment, then the Trustees may presume that you are working at least 40 hours per month and that you have been doing so since the job you are working on started. The Trustees will then notify you, in writing, that your pension benefits are being suspended. This suspension will be effective with the month in which you are notified (for example, a pension payment for December 1 can be suspended by a notification sent out before the following January 1).

If My Pension Benefits Are Suspended, When Will They Start Again?

Your pension benefits will start again as of the first day of the third month next following the month in which you notify the Trustees, in writing, that you are no longer engaged in prohibited employment as described above.

What Happens If I Work at Least 40 Hours in a Month and My Benefits Aren't Suspended?

The plan must recover any pension benefit payments made to you in error. The Trustees will accomplish this, in general, by reducing your future pension benefit payments by 25%, until such time as the amounts overpaid have been entirely recovered. However, if your pension benefit payments have been suspended for at least one month, the Trustees may also apply an offset for overpayments against the entire monthly payment otherwise

What Happens If I Work at Least 40 Hours in a Month and My Benefits Aren't Suspended? (Continued)

due you for the third month immediately following your notification to the Trustees about your cessation of employment.

How Can I Determine Whether Contemplated Employment Will Cause a Suspension or Reduction of My Pension Benefit?

You can request a determination from the Trustees on this point.

Is a Suspension or Reduction of My Pension Benefit Owed To Me?

No. If, during a particular month, you work at least 40 hours in prohibited employment as described in the questions above, the suspension (or recovery by the Trustees) of pension benefits for that month or reduction of future pension benefits (i.e., on subsequent retirement) on account of that month will not be returned to you nor is it owed to you.

What If I Disagree With a Determination by the Trustees that I Have Worked in Employment that Would Cause a Suspension?

You should make a benefits claim and follow the plan's claim and appeal procedures.

S. CONTRACT CARGO REPAIRMEN PENSION PLAN

A pension plan, known as the Contract Cargo Repairmen Pension Plan (Cargo Plan) merged into this plan on 4/1/83. Some of that plan's provisions were more beneficial to participants than those of this plan. As a result, for those who were participants in the Cargo Plan at the time of merger, certain more liberal plan provisions will apply under this plan.

Is There an Additional Way To Become Entitled to a *Normal* Pension if I Was a Participant in the Cargo Plan at the Time of Merger?

Yes. You may also satisfy the eligibility requirements for a Normal Pension if you are at least age 60 and have at least ten years of Pension Service.

Is There an Additional Way To Become Entitled to a *Normal* Pension if I Was a Participant in the Cargo Plan at the Time of Merger? (Continued)

However, only Pension Service earned before 4/1/83 may be used to satisfy this more liberal requirement.

Is There an Additional Way To Become Entitled to an *Early* Pension if I Was a Participant in the Cargo Plan at the Time of Merger?

Yes. You need be only age 55 and have at least 20 years of Pension Service, counting only Pension Service earned before 4/1/83.

Is There a Different Minimum Age Requirement for a Disability Pension if I Was a Participant in the Cargo Plan at the Time of Merger?

Yes. You need be only age 40 and satisfy the other requirements.

Is There a Minimum Pension Benefit Available To Me if I Was a Participant in the Cargo Plan at the Time of Merger?

There may be. You should contact the Plan Office for the details.

SECTION 2: PENSION BENEFIT SUSPENSION

A. GENERAL INFORMATION

In the event a Normal or Early Pensioner works at least 40 hours in Prohibited Employment in the Plan Area in a month for which the Pensioner is entitled to a Normal or Early Pension payment hereunder as the result of successful application for such payment, the pension payment hereunder for such month shall be withheld and forfeited provided the proper notice is provided to the Pensioner by the Trustees.

B. PROHIBITED EMPLOYMENT

For the purposes of this Article, Prohibited Employment means an hour of employment (whether union or non-union working or supervising such work, whether contributions are required to be made to the plan on account of such hour or not) for which the Pensioner is compensated by an employer:

1. In the same industry in which Employees covered by the plan worked at the effective date of the affected Employee's pension; and
2. In the same profession, trade or craft of the type in which the affected Employee worked at any time that was classed as Pension Service for such Employee.

C. PLAN AREA

For the purposes of this Article, Plan Area means the states of New Jersey and New York.

D. NOTIFICATION

No pension benefit payments may be withheld from a Pensioner in any month unless, and until, during the first such month the Trustees notify the Pensioner of the suspension. Such notification shall be delivered

D. NOTIFICATION (Continued)

personally or by first class mail and shall contain:

1. A description of the reason pension payments are being suspended;
2. A general description of this Article;
3. A copy of this Article;
4. A statement that an appeal of the Trustees' decision in the matter may be accomplished using the plan's claim denial appeal procedure; and
5. A statement that the Department of Labor regulations dealing with suspension of benefits may be found in Title 29, Section 2530.203-3 of the Code of Federal Regulations.

E. PRESUMPTION

Subject to correction by actual evidence, the Trustees may presume that a Pensioner who works at least some time in Prohibited Employment in a month has or will work at least 40 hours in such Prohibited Employment in that month unless, within five days of the start of such employment, the Pensioner notifies the Trustees of such commencement and has not refused to cooperate with reasonable requests by the Trustees to assist them in administering the provisions of this Article.

F. RESUMPTION OF PENSION PAYMENTS

In order that the payment of monthly pension benefits be resumed under this plan once a suspension described in the first two sections of this Article has taken place, the Pensioner must notify the Trustees in writing that the Pensioner has ceased working in Prohibited Employment.

If the resumption of payments occurs, the Trustees shall resume the pension payments to the Pensioner in a monthly amount, adjusted annually to the extent required by law, which shall reflect any additional benefit earned.

Such payments shall resume with the first day of the third calendar month following the calendar month in which the Trustees receive the

F. RESUMPTION OF PENSION PAYMENTS (Continued)

Pensioner's notice called for in this Article. Subject to the next section, should the Pensioner be due any payments for months in which the Pensioner did not work the prescribed duration of Prohibited Employment, such withheld payments shall be paid upon recommencement of pension payments.

G. RECOVERY

In the event a Pensioner receives a monthly pension payment for a month for which the Trustees have the right to withhold and forfeit such payment, the Trustees shall recover such payment by reducing the payments otherwise payable to the Pensioner for the months immediately following the Pensioner's cessation of work in Prohibited Employment for which payment is not due until the third month following the Pensioner's notification to the Trustees called for in the preceding section. If the reductions described in the prior sentence are not sufficient to permit recovery of payments that should not have been made, the Trustees shall recover such un-recovered difference by reducing the otherwise size of future monthly pension payments by no more than 25% until such recovery is complete.

H. STATUS DETERMINATION

A Pensioner or Employee may write to the Trustees to determine if an actual or contemplated employment is Prohibited Employment, and the Trustees shall reply to such request for information after securing enough details to make such a judgment.

SECTION 3: CLAIMS

A. CLAIM PROCEDURE

Application for all benefits must be made in writing on forms that can be obtained from the Plan Secretary at the Plan Office. You may secure such forms by writing, phoning, or visiting the Plan Office during regular business hours. Please give the Plan Office 24 hour notice if you intend to visit. The address is:

Metro-I.L.A. Pension Fund Pension Plan
301 Route 17N, 7th Floor
Rutherford, NJ 07070-2575
Telephone: (201) 842-0202

No benefit payments will be due before the next first day of the month which is at least one month subsequent to the date a signed application is received at the Plan Office.

SECTION 4: CLAIM DENIAL APPEAL PROCEDURE

A. INITIAL ADVERSE BENEFIT DETERMINATIONS

If your claim for benefits is denied in whole or in part for any reason, then within 90 days after this Plan receives your claim, this Plan will send you written notice of its decision, unless special circumstances require an extension, in which case the Plan will send you written notice of the decision no later than 180 days after the Plan receives your claim. If an extension is necessary, you will be given written notice of the extension before the expiration of the initial 90-day period which shall indicate the special circumstances requiring the extension of time and the date by which the Plan expects to render the benefit determination.

The Plan's written notice of its decision will include the specific reason or reasons for the adverse benefit determination; reference to specific Plan provisions on which the determination is based; a description of any additional material or information necessary for you to complete your claim and an explanation of why such material or information is necessary (if applicable); and a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act following an adverse benefit determination on review.

B. APPEAL OF ADVERSE BENEFIT DETERMINATIONS

If you are not satisfied with the reason or reasons why your claim was denied, then you may appeal to the Trustees. To appeal, you must write to the Trustees within 60 days after you receive this Plan's initial adverse benefit determination. Your correspondence (or your representative's correspondence) must include the following statement: "I AM WRITING IN ORDER TO APPEAL YOUR DECISION TO DENY ME BENEFITS. YOUR ADVERSE BENEFIT DETERMINATION WAS DATED _____, 20 ____". If this statement is not included, then the Trustees may not understand that you are making an appeal, as opposed to a general inquiry. If you have chosen someone to represent you in making your appeal, then your letter (or your representative's letter) must state that you have authorized him or her to represent you with respect to your appeal, and you must sign such statement. Otherwise, the Trustees may not be sure that you have actually authorized someone to represent you, and the Trustees do not want to

B. APPEAL OF ADVERSE BENEFIT DETERMINATIONS (Continued)

communicate about your situation to someone unless they are sure he or she is your chosen representative.

You shall have the opportunity to submit written comments, documents, records, and other information related to the claim for benefits. You shall also be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. A document, record, or other information is relevant to a claim if it was relied upon in making the benefit determination; was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the benefit determination; demonstrates compliance with the administrative processes and safeguards required in making the benefit determination. The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

C. DETERMINATIONS ON APPEAL

The Trustees at their next regularly scheduled meeting will make a determination of the appeal. However, if the appeal is received less than 30 days before the meeting, the decision may be made at the second meeting following receipt of the request. If special circumstances require an extension of time for processing, then a decision may be made at the third meeting following the date the appeal is made. Before an extension of time commences, you will receive written notice of the extension describing the special circumstances requiring the extension. The Plan will notify you of the benefit determination not later than five days after the determination is made.

If your appeal is denied, the Plan's written notice of the Trustees' decision will include the specific reason or reasons for the adverse benefit determination; reference to specific Plan provisions on which the determination is based; a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits; and a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act.

C. DETERMINATIONS ON APPEAL (Continued)

The Trustees' final decision with respect to their review of your appeal shall be final and binding upon you, since the Trustees have exclusive authority and discretion to determine all questions of eligibility and entitlement under this Plan. Nonetheless, if you disagree with the final decision of the Trustees with respect to your appeal, then you may commence a legal action to challenge that decision. No legal action of any type may be commenced or maintained against this Plan more than six months after the date of the Plan's written letter notifying the claimant of the Trustees' decision on appeal.

SECTION 5: YOUR ERISA RIGHTS

A. YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)

As a participant in this 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:

1. Examine, without charge, at the Plan Office all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions.
2. Obtain copies of all plan documents and other plan information upon written request to the Plan Office. The Trustees may make a reasonable charge for the copies, but no more than \$.25 per page.
3. Receive a summary of the plan's annual financial report. The Trustees are required by law to furnish each participant with a copy of such summary annual report.
4. Submit written comments about the plan to the Plan Secretary.
5. Obtain a statement, free of charge from the Trustees, telling you whether you have a vested right to receive a pension at age 65 and, if so, what your benefits would be at your Normal Pension Date if you stopped working under the plan now. If you do not have a vested right to a pension, the statement will tell you how many more years you have to work to earn a vested right to a pension. This statement must be requested by you in writing and it is not required to be given to you more than once a year.

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 the other plan participants.

A. YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA) [Continued]

No one, including your employer, your union, or any other person, may terminate your employment (or otherwise discriminate against you in any way) to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit is denied, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials 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 order the Plan Secretary to provide the materials, unless the materials were not sent because of reasons beyond the control of the Plan Secretary. If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in federal or state 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 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. If you have any questions about your plan, you should contact the Plan Secretary.

If you have any questions about this statement or about your rights under ERISA, you may contact the nearest Regional Office of the Employee Benefits Security Administration, U.S. Department of Labor. This office is located at 33 Whitehall Street, Suite 1200, New York, NY 10004; the phone number is (212) 607-8600; the fax number is (212) 607-8681.

You may also contact the Office of Participant Assistance, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Suite N-5623, Washington, DC 20210; the phone number is (202) 693-8635; the fax number is (202) 219-8141.

SECTION 6: TECHNICAL DETAILS

PLAN NAME: Metro-I.L.A. Pension Fund Pension Plan.

EDITION DATE: January 1, 2015

PLAN SPONSOR: The Board of Trustees of the Metro-I.L.A. Pension Fund Pension Plan.

PLAN SPONSOR'S EMPLOYER IDENTIFICATION NUMBER (EIN):
131939129.

PLAN NUMBER: 001.

TYPE OF PLAN: Defined benefit pension plan.

PLAN YEAR ENDS: December 31st.

PLAN ADMINISTRATOR: The Board of Trustees of the Metro-I.L.A. Pension Fund Pension Plan.

AGENT FOR THE SERVICE OF LEGAL PROCESS: Trustees of the Metro-I.L.A. Pension Fund Pension Plan, 301 Route 17N, 7th Floor, Rutherford, NJ 07070-2575. Phone #: (201) 842-0202.

TYPE OF PLAN ADMINISTRATION: Direct employees of the Trustees.

TYPE OF FUNDING: Self-administered.

SOURCES OF CONTRIBUTIONS TO PLAN: Employers are required to contribute to the Metro-I.L.A. Pension Fund Pension Plan.

COLLECTIVE BARGAINING AGREEMENTS: This plan is maintained in accordance with collective bargaining agreements. A copy of a pertinent agreement may be obtained by you upon written request to the Plan Secretary and is available for examination by you at the Plan Office.

PARTICIPATING EMPLOYERS: You may receive from the Plan Secretary, upon written request, information as to whether a particular employer participates in the sponsorship of the plan. If so, you may also request the employer's address.

PLAN BENEFITS PROVIDED BY: The Metro-I.L.A. Pension Fund Pension Plan.

ELIGIBILITY REQUIREMENTS, BENEFITS AND TERMINATION

PROVISIONS OF THE PLAN: See Section 1 of this booklet.

HOW TO FILE A CLAIM: See Section 3 of this booklet.

REVIEW OF CLAIM DENIAL: See Section 4 of this booklet.

PENSION BENEFIT GUARANTY CORPORATION (PBGC) INSURANCE: Benefits under this plan are insured by the Pension Benefit Guaranty Corporation (PBGC) if the plan becomes insolvent and is unable to pay guaranteed benefits when due. Generally, the PBGC guarantees some vested normal age retirement benefits, early retirement benefits, and certain disability and survivor's pensions.

However, PBGC does not guarantee all types of benefit protection under covered plans, and the amount of benefit protection is subject to certain limitations.

If the plan has been in effect less than five years, or if the benefits have been increased within five years before plan insolvency, the plan's vested benefits or the benefit increases are not guaranteed.

For more information on the PBGC insurance protection and its limitations, ask the Trustees or the PBGC. Inquiries to the PBGC should be addressed to the Office of Coverage and Inquiries, Pension Benefit Guaranty Corporation, Communications and Public Affairs Department, 1200 K Street, N.W., Washington, DC 20005-4026. The PBGC may also be reached by calling (202) 326-4000.

THE BOARD OF TRUSTEES: The Plan Sponsor and Plan Administrator is the Board of Trustees of the Metro-I.L.A. Pension Fund Pension Plan. The following are the individual Trustees that make up the Board as of January 1, 2015 are:

Joseph Ragusa
METRO-ILA Pension Fund Plan
301 Route 17N, 7th Floor,
Rutherford, NJ 07070-2575

J. Kenneth O'Connor
METRO-ILA Pension Fund Plan
301 Route 17N, 7th Floor
Rutherford, NJ 07070-2575

John Atkins

METRO-ILA Pension Fund Plan
 301 Route 17N, 7th Floor
 Rutherford, NJ 07070-2575

Louis Pernice

METRO-ILA Pension Fund Plan
 301 Route 17N, 7th Floor
 Rutherford, NJ 07070-2575

LOSS OF BENEFITS: Under certain circumstances you may lose all or part of your accrued benefits. Some situations are:

1. If you break your service before you are vested (and do not reinstate it), your entitlement to any benefit associated with the lost service ceases;
2. If you return, after retiring, to prohibited employment, your Pension benefit for such months of work will be forfeited under certain circumstances;
3. Under certain circumstances, in accordance with federal guidelines, the Trustees may retroactively reduce benefits;
4. If any detail regarding your participation under the plan has been misstated, or a clerical error occurs, which causes a higher benefit to be paid you than that which you are entitled, an adjustment in your benefit will be made, based on the facts;
5. Because current federal legislation places a maximum on how much retirement benefit an employee is permitted to receive from one or more qualified retirement plans, it is possible, in unusual circumstances, that a reduction may take place in your benefit accrued under this plan; and
6. If the plan terminates and there are not enough assets to provide your benefit and the Pension Benefit Guaranty Corporation does not make up the difference, there may be a reduction in your accrued benefit.

DISTRIBUTION ON TERMINATION: In the event of the termination of the plan, the Trustees shall distribute the assets of the plan at the time of distribution in such manner as shall best effectuate the plan's intent and

DISTRIBUTION ON TERMINATION (Continued): in accordance with applicable law.

DISCLAIMER: This summary plan description is not a complete statement of the plan's contents. For a full statement of the plan, you may want to review the Collective Bargaining Agreement under which you work, the Agreement and Declaration of Trust of the Metro-I.L.A. Pension Fund

Pension Plan, and the METRO-ILA Pension Fund Plan Document. All of those documents are available for your review at the Plan Office, and you may obtain copies of such documents for a reasonable charge.

METRO-I.L.A. INDIVIDUAL ACCOUNT RETIREMENT (IAR) FUND PLAN

SUMMARY PLAN DESCRIPTION (SPD)

EFFECTIVE January 1, 2015

**The Plan Has Been Designed by the Trustees as a
Qualified Individual Account Retirement Fund Plan**

**This SPD replaces and Supersedes All Prior IAR
Fund SPDs**

IMPORTANT NOTICES

ATTENTION

This booklet provides a brief description, written in non-technical language, of the important provisions of the METRO-I.L.A. Individual Account Retirement (IAR) Fund Plan. Nothing in this booklet is meant to interpret, extend, or change in any way the provisions of the Plan. The Trustees reserve the right to amend, modify, or discontinue all or part of this Plan whenever, in their sole judgment, conditions so warrant.

CAUTION

This booklet and the Plan Secretary/Administrator are authorized sources of Plan information. The Trustees of the Plan have not empowered anyone else to speak for them with regard to the Plan. No employer, union representative, supervisor, or shop steward is in a position to discuss your rights under the Plan with authority.

COMMUNICATIONS

If you have a question about any aspect of your participation in the Plan, you should, for your own permanent record, write to the Secretary/ Administrator or the Trustees. You will then receive a written reply which will provide you with a permanent record.

NOTE: Assistance in Spanish is available by telephone or in person at the Plan Office.

NOTA: Si necesita ayuda en Español, puede llamar por teléfono o visitar la Oficina del Plan.

METRO-ILA INDIVIDUAL ACCOUNT RETIREMENT FUND PLAN

**301 ROUTE 17N
7TH FLOOR
RUTHERFORD, NJ 07070-2575
TELEPHONE: (201) 842-0202**

TO: PARTICIPANTS IN THE METRO-ILA INDIVIDUAL ACCOUNT
RETIREMENT FUND PLAN

FROM: TRUSTEES OF THE METRO-ILA INDIVIDUAL ACCOUNT
RETIREMENT FUND PLAN

DATE: JANUARY 1, 2015

This booklet is intended to describe the various provisions of the Individual Account Retirement Plan (IAR) as it is in effect on January 1, 2015. The booklet has five sections:

- 1. Introduction;**
- 2. Description of Benefits;**
- 3. Claim and Appeal Procedure;**
- 4. Your Rights Under the Employee Retirement Income Security Act of 1974 (ERISA); and**
- 5. Technical Details.** This section of the booklet is provided to you under the terms of the Employee Retirement Income Security Act of 1974 (ERISA) and contains many technical details of the Plan intended to insure that you will be able to enjoy all the rights to which you are entitled under the provisions of the Plan.

The Plan is one of several fringe benefit programs negotiated between Locals 1804-1 and 1814 of the International Longshoremen's Association and the Metropolitan Marine Maintenance Contractors' Association (MMMCA). It is designed to provide funds at retirement and, also, for a member (or beneficiary) at certain other times. The types of situations in which distributions can be made are governed by federal tax regulations. Please note that this Plan is separate from the defined benefit pension plan.

We, the Trustees are assisted in these tasks by professional advisors whom we hire from time to time. These may include actuaries, attorneys, auditors, and investment managers.

Daily operation of the Plan is managed by the Plan Secretary/Administrator located at the Plan Office. You are encouraged to make use of the facilities of the Plan Office where you will find assistance in understanding your benefits and in complying with the requirements in order to achieve your benefits.

If, after having gone through the booklet thoroughly, you have any questions regarding the Plan or its operation, please do not hesitate to contact the Plan Office.

Sincerely,

Plan Trustees

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SECTION 1: INTRODUCTION

A. GENERAL INFORMATION

The Plan has been designed by the Trustees as a qualified individual account retirement plan.

What Is the Purpose of the Plan?

The purpose of the Plan is to provide an income for you, in addition to your Social Security benefits and any other pension benefits, following the time that you retire from active employment in the geographical jurisdiction of Locals 1804-1 and Local 1814, ILA.

When Did the Plan Start?

January 1, 1997.

Who Is Responsible for the Operation of the Plan?

The Board of Trustees for the Individual Account Retirement [IAR] Fund Plan, which is composed of persons designated by the Union and an equal number designated by the Metropolitan Marine Maintenance Contractors' Association [MMMCA] (the organization that represents your employers, who contribute to the Plan).

B. FINANCING

Money is an important element of your Plan. Where it comes from, how it is managed, and to what uses it may be put should be of interest.

Who Pays for the Plan?

The employers who are parties to the collective bargaining agreements between the MMMCA and the Union that call for contributions to the Plan. You, the employee, make no contribution. There may be additional payments to the Plan under the Port of Discovery Program.

How Are Plan Assets Managed?

All of the Plan assets are held in trust by the Trustees for the participants and beneficiaries of the Plan. The Trustees have the ultimate responsibility for the management of Plan assets. The Trustees, however, have arranged for you to choose your own investments, from a number of choices, through the Massachusetts Mutual Life Insurance Company.

How Do I Know How Much Is in My Account?

Every three months, you will be sent a statement showing the recent activity in your account and the balance. You also may call MassMutual at any time to obtain your current balance. The number is [1-800-743-5274]. A personal identification number (PIN) is also required.

May I Borrow on the Money I Am To Get from the Plan?

Possibly. The Plan allows participants to take “hardship loans” in cases of immediate and heavy financial need related to your, your spouse’s or dependent’s secondary school education expenses, medical expenses, purchase of a principle residence, funeral expenses, casualty losses or the avoidance of eviction or foreclosure. The Plan limits hardship loans to the lesser of \$50,000 and 50% of your account balance. To obtain a hardship loan, the Trustees will require proof of your immediate and heavy financial need. To be eligible for a hardship loan, participants must have fully repaid any prior hardship loan from the Plan.

Is My Benefit Subject to Claims by Creditors?

Normally, no. However, if the Trustees receive a qualified domestic relations order, they must obey the order even if it requires distributing all or a portion of your account to someone other than you.

When I Retire, May I Take a Lump Sum Payment Instead of Monthly Benefit Payments?

Yes. This option is available to you when you apply for a Normal Retirement Benefit. It is the only form available when you apply for a Termination Benefit.

If the Plan Is Discontinued, What Will Happen to the Assets of the Plan?

Under the terms of federal law, the assets of the Plan are to be used for the benefit of you and the other participants in an order of priority that is set forth in federal law. If all of the Plan benefits you are entitled to are provided by the assets of the Plan, and there is still money left over, the money is to be used to increase the benefits of everyone. Under no circumstances may money which has been properly contributed to the Plan ever be returned to any employer or to a Union.

C. PLAN YEAR

Records under the Plan are kept on a calendar year basis.

What Is Considered a Year?

A year means the 12 consecutive months, January through December. Whenever “year” is mentioned, this is the period of time that is meant.

SECTION 2: BENEFITS

A. JOINING THE PLAN

A contribution is required to be made to the Plan before you become a participant in the Plan. Being a participant entitles you to receive certain documents explaining the Plan and reports dealing with the Plan's operation which should be of interest to the participants.

How Do I Become a Participant in the Plan?

As soon as you work an hour in employment for which the employer is required to contribute and does contribute to the Plan, you will be a participant in the Plan.

Can My Participation in the Plan Ever Stop?

Yes. Your participation will stop if you die or if your account is reduced to zero.

Does Payment for Self-Employment Count?

No. Under no circumstances will you receive any credit, for any purpose, under the Plan for work in self-employment. Certain federal laws may prohibit you from earning credit under the Plan as a result of your ownership or position in a contributing employer. If you have a question on this point, you should contact the Plan Secretary.

If My Employer Wishes To Contribute to the Plan for Me, Even Though It Is Not Required To Do so Under Any Collective Bargaining Agreement, Is It Allowed To Do So?

No.

B. PARTICIPANTS' ACCOUNTS—VESTING

Your benefits under the Plan come only from your account.

What Is an Account?

Your collective bargaining agreement provides details as to the amount your employer must contribute on your behalf, generally calculated per hour of credited service. As contributions from your employer start coming into the Plan, the Trustees will set up an account for you at Massachusetts Mutual Life Insurance Company. There are limits on the maximum compensation considered in determining additions to one's account. In 2015 the maximum is \$265,000.00, but that cap has risen based on cost of living adjustments.

How Does My Account Change?

As more contributions are received by the Plan on behalf of your work, or for certain non-work periods such as qualified military service, they are added to your account. If any benefits are paid to you, or your beneficiary, these are subtracted from your account. Further, adjustments are made in everyone's account to reflect the investment results (plus or minus) that your account earns (reduced, periodically, by the administration expenses of operating the Plan). Administrative expenses are charged on a per capita basis. The Plan bears the full or a proportionate cost of litigation in which it is involved, whether brought on the Plan's behalf or against the Plan or any fiduciary, unless the fiduciary is determined to have acted in bad faith or to have been grossly negligent.

Finally, if you have been a participant for at least a year and your account has a value of less than \$100 on any December 31st after that, your account will be forfeited for Plan administration purposes. Each December 31 shall be a valuation date.

Do I Own My Account?

Technically, the Trustees of the Plan own all the individual accounts, including yours. Once you are a participant in the Plan, however, you are 100% vested in your account. Being vested means that you, or your beneficiary, will receive the value of your account (less any administrative charges that might be levied) no matter what happens in the future.

Please be certain the Plan Office has a correct address on file for you. Should you not claim your account within six (6) years of your ceasing to work in the industry, and should the Plan Office be unable to locate you after reasonable inquiry, the balance in your account may be forfeited. Under certain circumstances, however, the account may be reinstated.

C. NORMAL RETIREMENT BENEFIT

The purpose of the Plan is to arrange for a monthly payment (or a lump sum distribution) from your account after your working career is completed. Normally, this is any time after age 55, at your option.

When May I Draw the Money from My Account?

Once you are at least age 55 and withdraw from work in covered employment, you may apply for a distribution of your account.

Is There More than One Way To Receive My Normal Retirement Benefit?

Yes. You may elect a lump sum or you may elect a monthly payment, calculated in accordance with any one (which you will choose) of several optional ways of receiving your benefit provided by Massachusetts Mutual Life Insurance Company (also known as MassMutual). When you ask the Plan Office, the descriptions of the various options will be provided to you.

D. TERMINATION BENEFIT

In the event you separate from the Plan before Normal Retirement age, a Termination Benefit is available.

How Do I Become Eligible for a Termination Benefit?

If you are not yet age 55 and go through 365 consecutive days during which you do not work at least one hour for which your employer is required to contribute to the Plan, you are eligible to apply for a Termination Benefit. Furthermore, if you are not age 55 and become totally and permanently disabled, you are eligible to apply for a Termination Benefit.

How Much Is the Termination Benefit?

The Termination Benefit you will receive will be a lump sum equal to the balance in your account.

E. DEATH BENEFIT

There is also a Death Benefit under this Plan.

What Is the Death Benefit Under the Plan?

In the event you pass away while you are a participant in the Plan, your beneficiary may apply for the lump sum Death Benefit equal to the balance in your account.

See the question **“How is my spouse’s interest in the Plan affected by the Death Benefit provisions?”** below for restrictions regarding your spouse.

If your benefits are already being paid to you in accordance with an option you have chosen from Massachusetts Mutual Life Insurance Company, the provisions of that option will govern any Death Benefit payment.

Who Is My Beneficiary Under the Plan?

You may choose anyone you like to be your beneficiary, but see the next question for restrictions regarding your spouse. Your designation must be made in writing and delivered to the Trustees before your death. You may also change your designated beneficiary at any time, provided it is done in writing and delivered to the Trustees before your death.

In the event you pass away and there is no designated beneficiary who is still alive, your Death Benefit will be paid to your estate or, if there is no probated estate, to your heirs as defined by the laws of the state having jurisdiction.

How Is My Spouse’s Interest in the Plan Affected by the Death Benefit Provisions?

If you die while there is a balance in your account, your spouse, if you are married, must be the beneficiary for the Death Benefit. Under certain conditions, your spouse may waive, in writing, the right to be designated as beneficiary.

F. ROLLOVERS

Under certain circumstances a participant, spouse, or beneficiary may request a Rollover to an eligible retirement plan or from another account to this Plan. For information on rollovers, contact the Plan Office.

G. APPLYING FOR BENEFITS

All benefits must be applied for under the Plan. This rule applies to employees and beneficiaries. It is important that all information you are asked for be given as accurately as possible. Otherwise, your benefit may be delayed or even denied. Any payments made in error to anyone will be owed to the Plan and must be repaid.

When Should I Submit an Application for My Benefit?

Normally, your application should be filed at least one month in advance of the date you wish to have your benefit distributed. This will enable the Trustees to process your application and be ready to pay benefits promptly on the first day of the month that you wish, but no sooner than 30 days after the final contribution to your account is received from your employer. You may file an application while you are still working.

Do I Have To Take a Medical Examination?

No medical examination is required to qualify for a benefit under the Plan.

Will Proof of Age Be Required?

Yes. In order to make a distribution, other than for a Death Benefit, proof of age must be submitted to the Plan Office. A birth certificate is the best proof. If you cannot obtain a birth certificate, the Plan Office will tell you what alternative form of proof is required.

You need not wait until your application for a benefit to submit evidence of your date of birth; the earlier you submit evidence, the better.

Must My Beneficiary Apply for the Death Benefit?

Yes. Your beneficiary must apply for the Death Benefit just as you must apply for any other benefit. There are forms available at the Plan Office.

When Will My Payments Start Once I Have Applied?

If you have satisfied all of the requirements, your payments (or lump sum distribution) will start effective with the month you choose. Under no circumstances, however, may you postpone the start of your benefits beyond the April 1st following the calendar year in which you reach age 70 1/2, unless you are still working in employment covered by the Plan.

How Often Will I Receive My Payments?

Payments are made monthly at the beginning of the month for the month then starting, unless you chose the lump sum payment option.

What Is the Tax Treatment of Distributions?

Distributions are normally subject to income taxes as are other sources of ordinary income. Various methods exist to help you defer or reduce the amount of taxes, which would otherwise be due. Upon your retirement or other termination, the Plan Secretary will provide you with a notice that explains these methods in greater detail. Distributions paid prior to the time you attain age 59 1/2 may be subject to an additional 10% excise tax. Generally, you may roll distributions from this Plan into another qualified retirement plan or individual retirement account (IRA) to defer federal taxation. Some payments, however, such as certain periodic payments (as well as others), may not be eligible for a rollover. If the Plan pays you an eligible rollover distribution directly, instead of directly to a recipient plan or IRA, the payment will be subject to federal tax withholding at the rate of 20%. The notice we provide to you gives more detail on what type of distributions you may roll over to defer federal taxation, and what kind of plan may receive these eligible rollover distributions.

Further, this Plan's Trustees will allow a similar transfer to your account provided all of the required procedures are followed. Please note that neither this booklet nor the notice is an adequate substitute for consultation with your tax advisor.

SECTION 3: CLAIMS

A. CLAIM PROCEDURE

Application for benefits must be made in writing on forms that may be obtained from the Plan Secretary at the Plan Office, by telephone or letter, or in person.

The address is:

**METRO-ILA INDIVIDUAL ACCOUNT RETIREMENT FUND PLAN
301 ROUTE 17N, 7TH FLOOR
RUTHERFORD, NJ 07070-2575
TELEPHONE: (201) 842-0202**

As a participant, you may file a claim for benefits to which you believe you are entitled.

B. CLAIM DENIAL APPEAL PROCEDURE

The Trustees shall make determinations regarding claims for benefits under the Plan by all persons.

In the event a claim is denied, wholly or in part, the Trustees shall furnish, within 90 days of filing of the claim, to a claimant whose claim has been denied a written notice stating:

1. The specific reason(s) for the denial;
2. The specific reference(s) to the Plan provisions on which the denial is based;
3. The way(s) in which the claim might be perfected (for example, a description of any additional material or information necessary for you to complete your claim and an explanation of why such material or information is necessary, if applicable); and
4. A statement of the Plan appeal procedure.

B. CLAIM DENIAL APPEAL PROCEDURE (Continued)

If special circumstances require that the Trustees need more time than 90 days to consider a claim, then the period for notification to the claimant may be extended an additional 90 days provided the Trustees notify the claimant, within the initial 90-day period, explaining the special circumstances and indicating the date by which a final decision is expected.

If the claimant receives no response as to the claim's disposition within 90 days of filing the claim (180 days in the case of special circumstances), the claim shall be considered denied.

If your claim is denied in whole or in part, you may file an appeal with the Trustees to review and reconsider your claim. You must make that appeal in writing within 60 days after receiving notice denying your claim. If you do not request the review within 60 days, your request for review will be denied. Your correspondence (or your representative's correspondence) must include the following statement: "I AM WRITING IN ORDER TO APPEAL YOUR DECISION TO DENY ME BENEFITS. YOUR ADVERSE BENEFIT DETERMINATION WAS DATED ____, 20__." If this statement is not included, then the Trustees may not understand that you are making an appeal, as opposed to a general inquiry. If you have chosen someone to represent you in making your appeal, then your letter (or your representative's letter) must state that you have authorized him or her to represent you with respect to your appeal, and you must sign such statement. Otherwise, the Trustees may not be sure that you have actually authorized someone to represent you, and the Trustees do not want to communicate about your situation to someone unless they are sure he or she is your chosen representative.

You shall have the opportunity to submit written comments, documents, records, and other information related to the claim for benefits. You shall also be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. A document, record, or other information is relevant to a claim if it was relied upon in making the benefit determination; was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the benefit determination; demonstrates compliance with the administrative processes and safeguards required in making the benefit determination. The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

B. CLAIM DENIAL APPEAL PROCEDURE (CONTINUED)

You may, if you wish, appear personally before the Trustees concerning the appeal, with or without a duly authorized representative. You shall be notified in writing at least one week before any such appearance of the time, date, and place of such appearance. In the event you do not appear, the Trustees will proceed on the appeal as if you were present, and their determination will become final and binding. The Trustees shall have full discretion and authority to make the final decision regarding all areas of Plan interpretation and administration, including but not limited to: eligibility for benefits, the level of benefits, or interpretation of Plan language (including this summary plan description) or administrative procedures.

If your appeal is denied by the Trustees after review, you will receive a written statement giving the reason for denying your appeal. Normally, that notice granting or denying your appeal will be sent to you within 90 days of receiving your appeal. (If your appeal is received fewer than 30 days before the meeting, the decision may be made at the second meeting following receipt of the request.) If special circumstances require an extension of time for processing, then a decision may be made at the third meeting following the date the appeal is made. Before an extension of time commences, you will receive written notice of the extension describing the special circumstances requiring the extension. The Plan will notify you of the benefit determination not later than five days after the determination is made.

If your appeal is denied, the Plan's written notice of the Trustees' decision will include the specific reason or reasons for the adverse benefit determination; reference to specific Plan provisions on which the determination is based; a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits; and a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act.

The Trustees' final decision with respect to their review of your appeal shall be final and binding upon you, since the Trustees have exclusive authority and discretion to determine all questions of eligibility and entitlement under this Plan. Nonetheless, if you disagree with the final decision of the Trustees with respect to your appeal, then you may commence a legal action to challenge that decision. No legal action of any type may be commenced or maintained against this Plan more than six months after the date of the Plan's written letter notifying the claimant of the Trustees' decision on appeal.

SECTION 4: YOUR RIGHTS UNDER ERISA, THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

As a participant in this 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:

1. Examine, without charge, at the Plan Office, all Plan documents, including insurance contracts, collective bargaining agreements, and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
2. Obtain copies of all Plan documents and other Plan information upon written request to the Plan Office. The Trustees may make a reasonable charge for the copies, but no more than \$.25 per page (or such higher amount as may be allowed by law).
3. Receive a summary of the Plan's annual financial report. The Trustees are required by law to furnish each participant with a copy of such summary annual report.
4. Submit written comments about the Plan to the Plan Secretary/Administrator.
5. Obtain a statement, free of charge from the Trustees, telling you whether you have a vested right in an individual account. This statement must be requested by you in writing and it is not required to be given to you more than once a year.

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 the other Plan participants. No one, including your employer, your union, or any other person, may terminate your employment (or otherwise discriminate against you in any way) to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit is denied, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials 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 order the Plan Secretary/Administrator to provide the materials, unless the materials were not sent because of reasons beyond the control of the Secretary/Administrator. If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in federal or state 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 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. If you have any questions about your Plan, you should contact the Plan Secretary/Administrator. If you have any questions about this statement or about your rights under ERISA, you may contact the nearest Regional Office of the Employee Benefits Security Administration, U.S. Department of Labor. This office is located at 33 Whitehall St., Suite 1200, New York City, NY 10004. The telephone number is 212.607.8600. The fax number is 212.607.8681.

You may also contact the Office of Participant Assistance, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. The telephone number is 866.444.3272.

SECTION 5: TECHNICAL DETAILS

(As required by the Employee Retirement Income Security Act of 1974)

PLAN NAME: METRO-ILA Individual Account Retirement Fund Plan.

EDITION DATE: This summary plan description is produced as of January 1, 2015.

PLAN SPONSOR: Trustees of the METRO-ILA Individual Account Retirement Fund Plan.

PLAN SPONSOR'S EMPLOYER IDENTIFICATION NUMBER: 22-3525303.

PLAN NUMBER: 001.

TYPE OF PLAN: A defined contribution retirement plan, the contributions to which are negotiated.

PLAN YEAR ENDS: December 31st.

PLAN ADMINISTRATOR: Trustees of the METRO-ILA Individual Account Retirement Fund Plan, 301 Route 17N, 7th Floor, Rutherford, NJ 07070-2575. Telephone: 201.842.0202.

AGENT FOR THE SERVICE OF LEGAL PROCESS: Trustees of the METRO-ILA Individual Account Retirement Fund Plan, 301 Route 17N, 7th Floor, Rutherford, NJ 07070-2575. Telephone: 201.842.0202.

TYPE OF PLAN ADMINISTRATION: Direct employees of the Trustees.

TYPE OF FUNDING: Self-administered.

SOURCES OF CONTRIBUTIONS TO PLAN: Employers required to contribute to the METRO-ILA Individual Account Retirement Fund Plan.

COLLECTIVE BARGAINING AGREEMENT: This Plan is maintained in accordance with collective bargaining agreements. A copy of a pertinent agreement may be obtained by you upon written request to the Plan Secretary and is available for examination by you at the Plan Office.

PARTICIPATING EMPLOYERS: You may receive from the Plan Secretary/Administrator, upon written request, information as to whether a particular employer participates in the sponsorship of the Plan. If so, you may request the employer's address.

PLAN BENEFIT PROVIDED BY: METRO-ILA Individual Account Retirement Fund Plan.

ELIGIBILITY REQUIREMENTS, BENEFITS, AND TERMINATION PROVISIONS OF THE PLAN: See Section 2 of this booklet.

HOW TO FILE A CLAIM: See Section 3 of this booklet.

APPEAL OF CLAIM DENIAL: See Section 3 of this booklet.

PENSION BENEFIT GUARANTY CORPORATION INSURANCE (PBGC): Benefits under this Plan are not insured by the PBGC if the Plan terminates, because it is not a defined benefit pension plan.

THE TRUSTEES: The Plan Sponsor and Plan Administrator is the Board of Trustees of the METRO-ILA Individual Account Retirement Fund Plan. The following are the individual Trustees who make up the Board as of January 1, 2015:

John Atkins
METRO-ILA IAR Fund Plan
301 Route 17N, 7th Floor
Rutherford, NJ 07070-2575

J. Kenneth O'Connor
METRO-ILA IAR Fund Plan
301 Route 17N, 7th Floor
Rutherford, NJ 07070-2575

Joseph Ragusa
METRO-ILA IAR Fund Plan
301 Route 17N, 7th Floor
Rutherford, NJ 07070-2575

Louis Pernice
METRO-ILA IAR Fund Plan
301 Route 17N, 7th Floor
Rutherford, NJ 07070-2575

The Trustees can be reached at the Plan Office:

**METRO-ILA Individual Account Retirement Fund Plan
301 Route 17N, 7th Floor, Rutherford, NJ 07070-2575**

DISTRIBUTION ON TERMINATION: In the event of the termination of the Plan, the Trustees shall distribute the assets of the Plan at the time of distribution in such manner as shall best effectuate the Plan's intent and in accordance with applicable law.

DISCLAIMER: This summary plan description is not a complete statement of the Plan's contents. For a full statement of the Plan, you may want to review the Collective Bargaining Agreement under which you work, the Agreement and Declaration of Trust of the METRO-ILA Individual Account Retirement Fund Plan, and the METRO-ILA Individual Account Retirement Fund Plan Document. All of those documents are available for your review at the Plan Office, and you may obtain copies of such documents for a reasonable charge.

INDIVIDUAL ACCOUNT