

SUMMARY PLAN DESCRIPTIONS



METRO – I.L.A. FUNDS

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

SUMMARY PLAN DESCRIPTION (SPD)

EFFECTIVE JANUARY 1, 2022

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

**This SPD Replaces and Supersedes All Prior
Metro-I.L.A. 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 AND SIGNED; 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, or as a result of the age of the child prohibiting eligibility for benefits as a Beneficiary);
- Any decision of any agency regarding the status of a Beneficiary or Participant relating to disability or employment, including but not limited to retirement; and
- Any change in primary address which will require a notification by you to the Plan Office and the completion of a change of address form that will be on record at MILA, and will be used to transmit address data to each insurance administrator.

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

Unless statutory regulations require earlier notification, the notice shall be provided not later than sixty (60) days after the relevant change in status (or qualifying event, as defined in this document) occurs, but in no event later than twenty-one (21) days after notification to the Participant by the Plan Office that special forms are required in order to provide the proper notification.

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

The Plan reserves the right to request additional information as it determines necessary to supplement the initial notification in order for a Participant or a Beneficiary to maintain, change or record their current status. Notice may be provided by the Participant, a Beneficiary, or any legally authorized 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-I.L.A. 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-I.L.A. FRINGE BENEFIT FUND PLAN

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

DATE: JANUARY 1, 2022

This booklet is a description of the Plan as in effect on January 1, 2022. 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 (2) 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-I.L.A. 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 (I.L.A.) Local 1814 or I.L.A. 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 (1) 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-I.L.A. FRINGE BENEFIT PLAN

BOARD OF TRUSTEES

EMPLOYER TRUSTEES

Peter Barb
Joseph A. Ragusa

UNION TRUSTEES

Michael Vigneron
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PLAN ADMINISTRATION

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PLAN ADMINISTRATOR/ FUND SECRETARY

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PLAN OFFICE

METRO-I.L.A. Fringe Benefit Fund Plan

301 Route 17N, 7th Floor
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MEMBER OUTREACH CENTERS

New Jersey

5000 West Side Avenue
North Bergen, NJ 07047-6478

Telephone: (201) 854-6780

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Brooklyn, NY 11220

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PLAN ATTORNEYS

Giblin & Lynch LLC
Andrew Monteleone, Esq.

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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-I.L.A. websites:

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

For Metro-I.L.A.: <http://metro-ila.com>

IMPORTANT NOTICES

ATTENTION

This Summary Plan Description provides a brief description, written in non-technical language, of the important provisions of the Metro-I.L.A. 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 AUTHORIZED ANYONE ELSE to speak for them regarding 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 (2) 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 (1) of the several benefits under the Plan (Paid Holiday, Vacation, Bereavement, and/or Jury Duty), you must be credited with at least seven hundred (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 (1) calendar year for your labor division, you will become a Plan Participant on the first (1st) 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:

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;

TERMINATION OF PARTICIPATION AND ELIGIBILITY *(Continued)*

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 thirty-one (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; or
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 Credit for hours not worked during such period of disability and will be limited to a maximum of twenty (20) hours per week.

NOTE: *The granting of Credit Hours due to disability does not guarantee you a benefit for the year(s) in question. It merely gives you the opportunity to reach the minimum number of hours required to entitle you to a benefit.*

SECTION 1: FRINGE BENEFIT PROGRAM

B. DESCRIPTION OF BENEFITS

There are five (5) benefits available to an eligible Participant in a calendar year. These are:

1. Paid Holiday;
2. Vacation;
3. Bereavement;
4. Jury Duty; and
5. Short Term Disability Benefits.

PAID HOLIDAY

Under this benefit, you are entitled to payment (at the straight-time rate for eight (8) 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 (1) annual payment during the first week of December.

VACATION

Under this benefit, you may receive a payment of ten percent (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 (8) hour day for any day (or part of a day) you are absent.

There is a maximum of three (3) days payment for any one (1) 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 workday, 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 (8) hour day and what you receive for such jury duty multiplied by the number of workdays, 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

PARTICIPANTS' LIFE INSURANCE BENEFIT

(Continued)

of the group policy is available on request from the Fund office.

Benefit	Amount
<i>Life Insurance Benefit (Active)</i>	\$30,000
***Life Insurance Benefit for pensioners is reduced to Fifteen Thousand Dollars (\$15,000.00) and terminates at the end of the calendar year in which retirement occurs.	
<i>Dependent Life Insurance Benefit</i>	
Spouse	\$ 4,000
Each child, from fourteen (14) days old to age nineteen (19), or to age twenty-three (23) if full-time student	\$ 4,000
<i>Accidental Death and Dismemberment Benefit (For Member 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 (1) or more of his or her surviving relatives: father, mother, child [or children], brothers, or sisters.

DEPENDENTS' LIFE INSURANCE BENEFIT

(Continued)

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 (1st)** premium payment must be sent to the insurance company no later than thirty-one (31) days after the life insurance coverage has terminated. If your Dependent dies during this thirty-one (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 thirty-second (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. Thirty-One (31) days after the date you are no longer Totally and Permanently Disabled;

TOTAL AND PERMANENT DISABILITY *(Continued)*

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 (3) 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 (2) full years.

Your Total And Permanent Disability

If you submitted written proof to the Metro-I.L.A. Fringe Benefit Fund that you are or were Totally and Permanently Disabled and you had not reached age sixty (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 (3) 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 (1) of the classes eligible; or
 - b. Your employment terminates; or
2. Is reduced on or after your attainment of age sixty (60) in any increment or series of increments aggregating twenty percent (20%) 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 thirty-one (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 (1) of the forms then being written by The Plan's insurance company, except term or disability insurance.

TOTAL AND PERMANENT DISABILITY *(Continued)*

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 (1) 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 forty-five (45) days after the date insurance ends.

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

If you should die during the thirty-one (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.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT (24-HOUR COVERAGE [ELIGIBLE ACTIVE PARTICIPANTS])

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.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT (24-HOUR COVERAGE [ELIGIBLE ACTIVE PARTICIPANTS]) (Continued)

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 ninety (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 (1) loss in any one (1) 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;

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT (24-HOUR COVERAGE [ELIGIBLE ACTIVE PARTICIPANTS]) (Continued)

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 devise used for testing or experimental purposes;
 - by or for any military authority; or
 - 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: i). taken or used as prescribed by a physician; or ii). 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 (4) weeks for that participating employer (provided the employer's business has been operating for at least thirty (30) days). A new four (4) 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 (4) weeks with your previous employer and you began working for your new employer within four (4) weeks of terminating from your old employer; or
2. If unemployed when your disability commences, and you:
 - a. Had worked at least twenty (20) weeks with your previous employer before becoming unemployed;
 - b. Received at least Thirteen Dollars (\$13.00) per week for such work; and
 - c. Became disabled within twenty-six (26) weeks after the date you became unemployed.

Part-time employees become eligible on the twenty-fifth (25th) working day, even if they only work one (1) hour a day for twenty-five (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 (1st) day of absence caused by an accident; or
2. the eighth (8th) day of absence due to an illness.

Payments can continue for up to twenty-six (26) weeks for any one (1) period of disability.

NEW YORK—WEEKLY ACCIDENT AND SICKNESS BENEFIT UNDER THE NEW YORK DISABILITY BENEFITS LAW *(Continued)*

How Benefits Are Paid

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

- **Eighty-five percent (85%) of your average weekly earnings, to a maximum of Nine Hundred Ninety-Three Dollars (\$993.00) per week.**

For any one (1) scheduled day of disability absence, payment is made at one-seventh (1/7th) of the weekly amount.

To initiate a Temporary Disability claim, you must call The Hartford, the Benefit Provider, directly at: 800-549-6514 between the hours of 8 am and 8 pm ET, Monday-Friday or file online at www.thehartford.com/mybenefits. You will be instructed on the procedures to follow in order to process your claim effectively. For employees in NEW YORK, the policy number for Short Term Disability is LNY620325.

Exclusions

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

1. If you are not under the care of a doctor;
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 twenty-six (26) weeks within a fifty-two (52) week rolling period.

NEW YORK – WEEKLY ACCIDENT AND SICKNESS BENEFIT UNDER THE NEW YORK DISABILITY BENEFITS LAW *(Continued)*

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 BENEFIT

Benefits Shall Be Based Upon The Following:

- **Maximum Weekly Amount (As Of January 2022): Nine Hundred Ninety-Three Dollars (\$993.00)***

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

The weekly benefit is computed at one hundred percent (100%) of your average weekly wage (rounded off to the next lower multiple of One Dollar (\$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 (1/7th) of the weekly rate and is computed in the next lower multiple of One Dollar (\$1.00), if not already a multiple thereof.

To initiate a Temporary Disability claim, you must call The Hartford, the Benefit Provider, directly at: 800-549-6514 between the hours of 8 am and 8 pm ET, Monday-Friday or file online at www.thehartford.com/mybenefits. You will be instructed on the procedures to follow in order to process your claim effectively. For NEW JERSEY, the policy number for short term disability ONLY is LN410835. Paid Family Leave for New Jersey participants is to be filed through the New Jersey Department of Labor.

NEW JERSEY TEMPORARY DISABILITY BENEFIT

(Continued)

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 (1st) day of disability due to an accident or from the eighth (8th) day due to sickness. Benefits shall be payable for the waiting period if the disability lasts for more than three (3) consecutive weeks.

Period Of Benefits

Benefits are paid for the period that you are disabled, but not for more than twenty-six (26) weeks.

Successive Periods Of Disability

Successive periods of disability separated by a period of not more than fourteen (14) disability days shall be considered one (1) continuous period of disability, unless they arise from different and unrelated causes. The Employee must have earned wages during the fourteen (14) day period immediately after the first (1st) disability with the Employee's last Employer immediately preceding the first (1st) 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 Contractors' Association Inc., on behalf of the employer, and Local 1804-1 and 1814 of the International Longshoremen's Association, or who are covered by a contribution agreement between the employer and the Metro-I.L.A. Fringe Benefit Fund Plan.

Eligibility

An employee shall be entitled to benefits when he or she can satisfy one (1) of the following two (2) criteria:

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

NEW JERSEY TEMPORARY DISABILITY BENEFIT (Continued)

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 (1st) of the following events:

1. The date you cease to belong to an eligible class;
2. The end of two (2) 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 (2) 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 cause a denial of 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;

NEW JERSEY TEMPORARY DISABILITY BENEFIT (Continued)

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 twenty-six (26) weeks for any one (1) 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 (1st) consecutive seven (7) days of each period of disability due to accident or sickness. Benefits shall be payable for the first (1st) consecutive seven (7) days of disability due to accident or sickness if with respect to any period of disability, your benefits are payable for three (3) consecutive weeks.

Non-Duplication Of Benefits

Benefits will not be payable for any period of disability:

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.

NEW JERSEY TEMPORARY DISABILITY BENEFIT

(Continued)

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 thirty (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 fifteen (15) days from the date the notice is received. If such forms are not sent within fifteen (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 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 (1) 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.

NEW JERSEY TEMPORARY DISABILITY BENEFIT (Continued)

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, NJ 08625-0957.

NEW YORK PAID FAMILY LEAVE

New York Paid Family Leave (“NYPFL”) provides New York employees with paid time off so that they can:

- Bond with a newly born, adopted or foster child;
- Care for a close relative with a serious health condition; or
- Assist with family situations when a family member is deployed abroad on active military service.

Paid Family Leave may also be available for use in situations when you or your minor dependent child are under an order of quarantine or isolation due to COVID-19. See **[PaidFamilyLeave.ny.gov/COVID19](https://www.ny.gov/covid19)**.

ELIGIBILITY

The Fringe Benefit Fund currently provides NYPFL benefits through an insurance policy with the Hartford Insurance Company. In the event of any inconsistency between the provisions of this Summary Plan Description and the applicable insurance policy, the terms of the insurance policy shall govern.

Eligible Employees Include:

Full-Time Employees – Employees who work a regular schedule of twenty (20) or more hours are eligible after twenty-six (26) consecutive weeks of employment.

Part-Time Employees – Employees who work a regular schedule of less than twenty (20) hours per week are eligible after working one hundred seventy-five (175) days, which need not be consecutive.

DURATION OF BENEFITS

As of January 1, 2022, eligible employees may take up to twelve (12) weeks of leave. This leave can be taken either all at once or intermittently but must be taken in full day increments. Employees may take the maximum time off in any given fifty-two (52) week period.

NEW YORK PAID FAMILY LEAVE *(Continued)*

AMOUNT OF BENEFITS

As of January 1, 2022, NYPFL provides sixty-seven percent (67%) of your average weekly wage, capped at the same percentage of the New York Average Weekly Wage. For 2022, the maximum weekly benefit would be One Thousand Sixty-Eight Dollars and Thirty-Six Cents (\$1,068.36).

To initiate a claim for NYPFL benefits, you must call the Hartford, our insurer, directly at: 800-549-6514 between the hours of 8 am and 8 pm, Monday-Friday or file online at www.thehartford.com/mybenefits. You will be instructed on the procedures to follow in order to process your claim effectively. For NEW YORK employees, the policy number is INY620325.

NEW JERSEY FAMILY LEAVE INSURANCE BENEFITS

New Jersey Family Leave Insurance ("NJFLI") provides New Jersey employees with paid time off benefits to bond with a newborn, newly adopted, newly placed foster child, or to provide care for a seriously ill or injured loved one.

NJFLI benefits are NOT provided by the Metro-I.L.A. Fringe Benefit Fund, but rather by the State of New Jersey or through your employer's private insurance.

Claimants are entitled to receive eighty-five percent (85%) of their average weekly wage, up to the maximum weekly benefit rate set for that calendar year to a maximum of twelve (12) weeks. In 2022, the maximum weekly benefit rate is Nine Hundred Ninety-Three Dollars (\$993.00) per week.

You can apply for NJFLI benefits at the New Jersey State Department of Labor and Workforce Development:

<https://www.myleavebenefits.nj.gov/labor/myleavebenefits/worker/fli/>

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 Twenty-Five Cents (\$.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 operate the Plan 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 thirty (30) days, you may file suit in a federal court. In such a case, the court may order the Plan Secretary to provide the

A. ERISA RIGHTS *(Continued)*

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) 607-8681.

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, 2022.
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.

B. SUMMARY PLAN DESCRIPTION *(Continued)*

6. **TYPE OF PLAN:** Plan providing Fringe Benefits such as: Paid Vacation and Holiday, Jury Duty, and Bereavement Benefits, Temporary Disability, and Life and Accidental Death and Dismemberment 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-I.L.A. 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-I.L.A. Fringe Benefit Fund Plan or through the following insurance carriers:
 - **Cigna Medicare Surround®**
 - **Hartford Medicare Supplement Plan**
 - **Aetna**
 - **The Hartford**
 - **Met Life Insurance Company**
16. **ELIGIBILITY REQUIREMENTS, BENEFITS AND TERMINATION PROVISIONS:** See Part A of this booklet.

B. SUMMARY PLAN DESCRIPTION *(Continued)*

- 17. HOW TO FILE A MEDICAL CLAIM:** See MILA Summary Plan Description.
- 18. REVIEW OF MEDICAL CLAIM DENIAL:** See MILA Summary Plan Description.
- 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-I.L.A. Fringe Benefit Plan. The following are the individual Trustees that make up the Board:

Employer Trustees

Peter Barb
Joseph A. Ragusa

Union Trustees

Michael Vigneron
Frank Agosta

- 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-I.L.A. 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.

