

**VACATION  
SUMMARY  
PLAN  
DESCRIPTION**

# MM&P VACATION PLAN

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January 2013 Summary of  
M.M. & P. Vacation Plan  
Regulations  
through Amendment No. 16

## **WHAT IS THE MM&P VACATION PLAN?**

We are pleased to present you with this SPD, which is called a Summary Plan Description (“SPD”) which describes the MM&P Vacation Plan.

This SPD is an attempt to accurately describe, in easy-to-understand language, all aspects of the Plan. As you read through it, you’ll get an explanation of when you are eligible for vacation benefits, what these benefits are and how you can receive these benefits.

Please read this SPD carefully so you will understand your rights and your responsibilities under the Plan.

THIS SPD DATED JANUARY 2013 REPLACES AND SUPERSEDES ALL PREVIOUS SUMMARY PLAN DESCRIPTIONS.

If you have any questions concerning your Vacation Plan, please contact the Plan Office.

Sincerely,

BOARD OF TRUSTEES  
MM&P VACATION PLAN

### **IMPORTANT:**

**IT IS IMPORTANT FOR YOU TO UNDERSTAND THAT YOUR VACATION RIGHTS ARE GOVERNED BY THE PROVISIONS OF THE VACATION PLAN TRUST AND REGULATIONS (THE “PLAN”). THIS SPD IS ONLY A BRIEF SUMMARY OF THE MOST IMPORTANT PROVISIONS OF THE PLAN. YOUR RIGHTS TO BENEFITS WILL BE GOVERNED SOLELY UNDER THE TERMS OF THE VACATION PLAN AND THE INTERPRETATIONS OF THE BOARD OF TRUSTEES WHO HAVE THE SOLE DISCRETIONARY AUTHORITY TO INTERPRET THE PLAN'S TERMS. YOUR RIGHTS TO BENEFITS CAN ONLY BE DETERMINED BY REFERRING TO THE FULL TEXT OF THE VACATION PLAN. NOTHING IN THIS SPD SHALL MODIFY OR CHANGE THE OFFICIAL PLAN OR TRUST AND THE BOARD OF TRUSTEES RESERVES THE RIGHT TO AMEND , MODIFY OR TERMINATE THE PLAN (IN WHOLE OR IN PART) AT ANY TIME. TO THE EXTENT ANY OF THE INFORMATION CONTAINED IN THIS SPD IS INCONSISTENT WITH THE VACATION PLAN TRUST OR REGULATIONS, THE PROVISIONS OF THE TRUST AND REGULATIONS SHALL GOVERN. ANY QUESTIONS ABOUT THE VACATION PLAN SHOULD BE SENT TO THE ADMINISTRATOR, IN WRITING: MASTERS, MATES AND PILOTS VACATION PLAN, 700 MARITIME BOULEVARD, SUITE A, LINTHICUM HEIGHTS, MARYLAND 21090-1996.**

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### ***What Is The MM&P Vacation Plan?***

The MM&P Vacation Plan is an industry-wide program which provides vacation benefits. The present Plan is the result of a merger in 1974 which brought together three Vacation Funds. The three Funds are the MM&P Vacation Plan, the MM&P Tanker Vacation Plan and the MM&P/PMA Vacation Plan. Under the merger program, all employment on vessels under contract may be combined to calculate vacation benefits. There is a central administrative office, and there is a Union representative in most major ports to assist in providing payment of vacation benefits to eligible Employees.

### ***Who Is Eligible For Benefits?***

All MM&P Members who work for an Employer who has a collective bargaining agreement or participation agreement with the Organization and who contributes to the Plan on their behalf are eligible for benefits under this Plan.

You can receive benefits once you complete a minimum of two days of Shipboard Covered Employment. However, a minimum of 30 days of Covered Employment is required in a six (6) consecutive calendar month period to be eligible to health benefits under the MM&P Health and Benefit Plan.

### ***Please refer to the MM&P Health & Benefit Rules and Regulations***

You can combine all employment aboard all contracted vessels in order to meet this requirement, with the exception of work as a Port Relief Officer (P.R.O.). Night, holiday and weekend Port Relief Officers are not entitled to vacation credit or benefits since their base pay usually is adjusted to give such credit or benefit.

You are also eligible to receive your benefits if:

1. You retire with an MM&P pension, or
2. You die - your benefit will be paid to your beneficiary

### ***What Benefits Are You Eligible For?***

The number of vacation days and the benefits payable to you depend on:

1. the agreement between the Organization and your Employer
2. the type of vessel on which you are employed
3. your rating
4. the length of your employment
5. your applicable wage rate

If you have any questions concerning your specific benefits, please contact the Plan Office.

### ***Additional Benefits Available to You***

1. All members can apply for any number of vacation days, and bank the remaining days, as long as you do not exceed the maximum of 60 days. Effective September 23, 2010 all Employees may elect to bank up to 60 days of their vacation benefits earned while taking a minimum of 30 days of vacation except as otherwise provided herein.

(See Page 4-5 for more information on banking vacation days.)

2. Certain Licensed Officers working aboard vessels operated or chartered by the United States Government during manning shortages may elect to bank more than 60 days of their vacation days. Please contact the Plan Office for more information regarding the banking rules applicable to such Licensed Officers.

3. If you are a Master and/or Chief Mate for whom the Plan is receiving contributions on the basis of 30/30 (30 days of vacation for 30 days of employment) and are late rejoining your vessel, you are permitted to fill this time in with banked days when you next apply for vacation.

**Example #1:**

Captain Black has 10 days in the vacation regular bank and returns to work 5 days after his Back-to-Work Date.

Back-to-Work Date - 3/1/11  
Dates of employment - 3/6 - 4/30/11 =  
56 Days  
+10 Bank Days  
66 Days

His vacation period will be computed as follows:

3/1/11 - 3/5/11 5 Banked vacation days  
5/1/11 - 5/5/11 5 Banked vacation days  
10 Days  
5/6/11 - 6/25/11 51 Current vacation days

Captain Black banks 5 current vacation days and his Back-to-Work Date is 6/26/11.

**Example #2**

Captain White has 4 days in the regular vacation bank and returns to work 6 days after his Back-to-Work Date.

Back-to-Work Date - 3/1/11  
Dates of employment - 3/7 - 4/30/11=  
55 Days  
+ 4 Bank Days  
59 Days

His vacation period will be computed as follows:

3/1/11 - 3/4/11 - 4 Banked vacation days  
5/1/11 - 6/24/11 - 55 Current vacation days  
59 Days

Captain White's Back-to-Work Date is 6/25/11.

**Example #3**

Captain Green has 0 days in the vacation bank and returns to work 2 days after his Back-to-Work date.

Back-to-Work Date - 3/1/11  
Dates of employment - 3/3 - 4/30/11 = 59 Days  
His vacation period will be computed as follows:

5/1/11 - 6/25/11 56 vacation days  
59 Days

Captain Green's Back-to-Work Date is 6/26/11.

He has 3 current days banked - he cannot fill in 3/1/11 - 3/2/11 because he did not have banked vacation days when he returned to work after his Back-to-Work date.

4. If you are a 30/30 Master and/or Chief Mate and return to your vessel before your Back-to-Work date, the number of days of early return must be taken off without pay the next time you leave the ship for vacation.

**For example:**

Captain Smith's Back-to-Work date was June 15, 2011. He returned to his vessel on June 1, 2011 (15 days early). His new assignment was June 1, 2011 through August 29, 2011 (90 days of employment --90 days of vacation). His computation is as follows:

8/30-9/13 15 days of time off for early return- no pay  
9/14-12/12 90 days of vacation for which pension credit is received  
12/13/11 Back-to-Work Date

**Here's another example:**

Let's assume Captain Smith has bought 8 days of vacation by converting overtime to additional vacation days. (This option must be elected at the beginning of a voyage). His computation is as follows:

8/30-9/13	15 days off for early return - no pay
9/14-9/21	8 days of vacation are the overtime converted days
9/22-12/20	90 days of vacation
12/21/11	Back-to-Work Date

Captain Smith will receive vacation pay for 98 days; 90 days resulting from employment plus 8 days of vacation benefit from converted overtime. **He will also receive pension credit for 98 days.**

**Provisions For All Licensed Officers**

**1. Conversion of Overtime to Additional Days of Vacation.** At the beginning of a voyage or at the beginning of a pay period, you have the option to waive overtime payments and instead earn extra vacation days. These extra vacation days are not considered days of "earned" vacation for purposes of the 150-Day Rule requirement. The number of hours needed to convert overtime into a day of vacation varies and is calculated in accordance with rates set in your Collective Bargaining Agreement.

Employees may convert overtime into additional days of vacation in any increments allowed by the Plan.

The formula to determine the conversion factor is as follows:

$$\frac{\text{Daily Pension Cost} + \text{Daily Vacation Wage}}{\text{Hourly Overtime Rate}} = \text{Conversion Factor}$$

To determine the number of extra vacation days you receive, the formula is as follows:

$$\frac{\text{Number of Overtime Hours}}{\text{Conversion Factor}} = \text{Number of Extra Vacation Days}$$

If you want to take advantage of this provision, you should get the current conversion factor from the Master of your vessel, a Port Agent, the Shipping Company, or the Plan Office. Additional vacation days earned as a result of this conversion can be used to extend your current vacation period, to fill open time for the year in which the overtime was earned or banked for future years.

**NOTE: Overtime Converted Vacation Days may not be used to extend Eligibility under the Health and Benefit Plan.**

**2. 120-Days Employment Rule.** You must take your vacation at the end of the voyage on which you have accumulated 120 days of employment credit unless otherwise provided for in your Collective Bargaining Agreement.

**PLEASE REVIEW CAREFULLY THE FOLLOWING PROVISIONS:**

**3. Overlapping Vacation Periods.** In the event the period for which you are entitled to receive vacation benefits spans two calendar years, you may be paid at the time of application only for the vacation benefit you accrued in the first of said calendar years, with the balance paid as of the first business day of the ensuing calendar year; or you may elect to receive your entire vacation benefit upon the filing of your application.

**4. 150-Day Vacation Rule.** You are not permitted to take only a portion of your vacation if you have accumulated more than 150 days of earned vacation from cumulative shipboard employment, including banked days. When you leave a vessel for any reason, you



must apply for and take all days of vacation due and any applicable additional time off. You will not be permitted to bank any days from this application only.

## 5. 120-Day Assignment Banking

**Rule.** If you are on a 120-day assignment and request a Voluntary Leave of Absence between your 30<sup>th</sup> and 90<sup>th</sup> employment days, you may take any number vacation days required to cover the length of your Leave of Absence period. You will be permitted to exceed, if necessary, the 60 Vacation Bank Days Rule limitation; provided that at the completion of your 120-day assignment you will not have banked more than 60 days.

### Example #1:

Joe Smith's 120-day assignment is 7/01/12 to 10/28/12.

He works from 7/01 - 9/20/12 a total of 82 days. Vacation for that period equals 72 days.

Joe Smith rejoins his ship on 9/26/12.

He applies for vacation for 6 days.  
(Leave of Absence period)

He is permitted to bank 66 days.

He rejoins the ship on 9/27/12 and works through 11/13/12- 38 employment days (32 vacation days).

**RECAP:** 7/01 - 9/20 = 82 days of Employment

and vacation of	72 days
less vacation taken	<u>( 6 days)</u>
	66 days

9/27 - 11/13	
38 days of Employment	
<u>and vacation of</u>	<u>32 days</u>
Available Vacation	98 days

a. His 98 vacation days computation will be:

11/14/12 to 2/19/13 (He banks 0 vacation days). Back-to-Work Date: 2/20/13, or

b. He must apply for at least 38 days of vacation and may bank up to a maximum of 60 days.

### Example #2:

John Jones' 120-day assignment is 7/11 to 11/7/12.

He has 40 vacation days banked.

He works from 7/11 - 9/20/12 a total of 72 days. Vacation for that period equals 62 days (102 total vacation days).

John Jones must rejoin the ship on 10/6/12.

He applies for vacation for 15 days (Leave of Absence period).

He is permitted to bank 87 vacation days.

He rejoins the ship on 10/6/12 and works through 11/22/12- 48 employment days (42 vacation days).

**RECAP:**

7/11 - 9/20	
72 days of Employment	
and vacation of	62 days
less vacation taken	<u>(15 days)</u>
	47 days
<u>+ 40 days in bank</u>	<u>40 days</u>
Total Banked Days	87 days

10/6 - 11/22	
48 days of Employment	
<u>and vacation of</u>	<u>42 days</u>
Available Vacation	129 days

a. His 129 vacation days computation will be:

11/23/12 to 3/31/13 (He banks 0 vacation days). Back-to-Work Date: 4/1/13, or

b. He must apply for at least 69 days of vacation and may bank up to a maximum of 60 days.

## 6. Banking Rules.

### a) *Banking of Overtime Converted Vacation Days*

You are permitted to bank up to a total 90 vacation days earned by conversion of your Overtime. These days are in addition to the 60 days of regular vacation you may bank under the regular Banking Rules.

*These days do not count towards the 150 Day Rule Requirement and the records are maintained separate and apart from regular bank days.*

These days may be used to fill open time in the year the Overtime Bank Days are earned and/or in future years.

These days count as pension credit days/wages in the year taken.

**It is important to remember that vacation days as a result of overtime conversion do not provide Health and Benefit Plan eligibility credit.**

### **b) *Banking of Regular Vacation Days***

Subject to adjustments provided by the Collective Bargaining Agreement or Shipping Rules, you must combine your current vacation with the time you have in the bank when applying for vacation.

You are permitted to apply for any number of banked vacation days provided you meet all three of the following conditions:

- 1) you have not returned to Covered Employment,
- 2) you will not have more than 60 days banked after that application, and
- 3) such application is made only once.

Unless on a 120-day assignment, you are not allowed to add additional days to your current banked vacation if by so doing the total of banked time exceeds 60 days.

## **7. Withdrawal of Banked Days.**

Here are a few rules for withdrawal of days in the bank.

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When taking time out of the bank, the first days that are put in the bank are the first days taken out of the bank.

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The days that are taken out of the bank are paid at the rate in effect at the time they were put in the bank.

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You can apply for banked vacation days, only once before you return to work. Your vacation period and new Back-to-Work date are to be recomputed commencing with the date of issue of the check in payment of the banked vacation benefit.

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See the M.M. & P. Health & Benefit Summary Plan Description for more information regarding eligibility rules for health benefits based on vacation days.

For example, your last Back-to-Work Date is March 28, 2012; you have 40 days vacation in the bank. If you apply and receive a check dated April 10, 2012, the computation for your Back-to-Work Date is as follows:

Vacation Period - 4/11 - 5/20/12 = 40 Days  
New Back-To-Work date - 5/21/12

## ***Other Provisions***

**1. Ready Reserve Fleet Vessels.** All Licensed Officers working only weekdays aboard special contracted Ready Reserve Fleet vessels may elect to fill their open time with banked vacation days provided that the open time and banked days are in the same calendar year.

**2. Licensed Officers Assigned to ROS (Reduced Operating Status)** are permitted to file for vacation pay earned as a result of employment in Ready Reserve Vessels (FOS) while they continue their ROS employment; however, no additional pension credit and health benefits will be granted.

**3. Return to Work Early.** Licensed Officers, except 30/30 Masters and/or Chief Mates who return to work early, are not entitled to vacation benefits or Pension and Health and Benefit eligibility for that period unless they meet the following conditions for an interrupted vacation:

In the event the Organization clears you during your vacation period for an emergency situation, such as relieving an ill Master, this is considered an interrupted vacation, and the number of days that you worked during your vacation will be taken at the end of your next vacation without additional pay.

**4. P.R.O. Employment.** Night Holiday and Weekend Port Relief Officers (except those employed on a monthly basis) are not entitled to vacation credit or benefits because their base pay usually is adjusted to give such credits.

If you have at least 30 days of shipboard employment, you are permitted to work as a P.R.O. during a maximum work period of 60 days after your last day of shipboard employment and before you file for vacation. However, when you apply for vacation benefits, your Back-to-Work Date will be computed from the last day of P.R.O. employment or shipboard employment, whichever is later.

#### **5. LAG TIME FOR HORIZON LINES, LLC MASTERS & CHIEF MATES**

Vacation benefit applications filed on and after December 1, 2011, by Masters and Chief Mates employed by Horizon Lines, will be required to take unpaid lag time which equals 25% of the vacation days paid except for prior banked vacation days. This unpaid lag time may be banked and together with their earned vacation benefits is subject to the 60 day maximum bank day rule and the 150 day minimum accumulated vacation day rule.

Officers will no longer accrue Lag Time for vacation earned on employment after May 31, 2012. Officers are encouraged to use their current Lag Time this year. Beginning January 1, 2013 Lag Time will come out of the bank first, in the form of unpaid time off, prior to any vacation days being paid.

## **APPLYING FOR YOUR VACATION BENEFITS**

**a.** When you apply for vacation benefits, you must apply for benefits (including overtime converted days) on all employment up to the time of filing. If you do not, you lose vacation pay for the unapplied days. **(You will receive vacation benefits accrued as a result of unearned wages without regard to this provision).**

**b.** Subject to adjustments provided by your Collective Bargaining Agreement, when you leave the vessel and have earned at least 45 days of vacation benefit, you must, except as provided in (d) below, apply for your vacation benefits whenever you leave the vessel for any reason, plus such additional time-off as may be applicable under your Collective Bargaining Agreement. **(Your vacation days in the bank are not included in determining the number of vacation days earned.)**

**c.** You may bank some of your vacation days provided that by doing so your total number of regular banked days does not exceed 60. (See page 4 for a special banking provision for Employees on 120-day assignments).

**d.** In the event of a temporary vessel lay-up, it is not mandatory to file for vacation if you have earned 45 days of vacation at the time of the lay-up. You may return to the vessel for the remainder of your assignment if you have indicated your intent to do so in writing at the time of the payoff; you file your request with the payoff port; you do not file for vacation benefits; and you do not accept seagoing employment under the contract, excluding Port Relief Officer work, if eligible.

**e.** You are not permitted to be re-employed prior to the end of your vacation period, and additional days off, as described before, without the express written consent of the Organization.

**f.** In the event you are required to serve as a Port Relief Officer to meet the manning requirements while receiving vacation benefits, your Back-to-Work Date from vacation will not

be extended and you will not receive any MM&P Plan credit (Health and Benefit, Pension or IRAP) for such employment.

**g.** These application rules do not apply to certain Licensed Officers working aboard vessels operated or chartered by the United States Government during manning shortages. Please contact the Plan Office for more information regarding the application rules applicable to such Licensed Officers.

### ***How Do I File My Vacation Application?***

1. To apply for vacation benefits, bring your discharges and all company payroll vouchers to the Union Hall of any Port Office of the I.O.M.M.&P.
2. A Union Official/Union Employee will assist you in completing your application and will verify your employment.
3. Your Vacation Application will be processed on line and a check will be issued to you.

or

4. If you prefer, you may file an application accompanied by the required supports directly with the Plan Office. If you file in person, a check will be issued immediately. If not, a check will be mailed to your address of record.
5. If you have the required banking forms on file, you may have your vacation benefit directly deposited to your bank account.

**The applications that you fill out give you the opportunity to do several things in addition to applying for vacation benefits. They permit you to authorize:**

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- banking of your vacation days

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  - deductions for credit union accounts or loans,

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  - deductions for dues,

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  - initiation fees,

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deductions for IRAP voluntary contributions,

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deductions for contributions to the Political Contribution Fund, and

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deductions for Co-Pay Contribution to the MM&P Health and Benefit Plan.

### **Documentation Required**

1. Vacation applications and forms must be fully completed by you.
2. At the time of application, you MUST submit the following:

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Proof of all employment for applicable period.

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Proof of all taxes paid (FICA and State Unemployment Tax, etc.). You should coordinate with your Employer and the Vacation Plan when paying Social Security Taxes (FICA ) and State Tax. The vacation benefits should be combined with wages in order to assure that you are not overcharged on FICA and/or State Tax.

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Proof of additional vacation such as overtime sheets, vacation in lieu of time off in Port, etc.

All of the above forms must be duly executed by one of the following: Company Official, the Master or Union Official and you.

3. Before accepting a check issued for vacation benefits, you must thoroughly review it for any errors or discrepancies.

**Credit Union.** On your Vacation Application, you can voluntarily choose to have deductions made from your vacation benefit and paid to the MM&P Federal Credit Union. The payment can be either on your behalf to your regular account for savings purposes, or as payment on a loan from the Credit Union.

**Dues Check-off.** You'll also have the opportunity to have dues, service fees, initiation fees and assessments deducted from your vacation benefit. This can only be done if

you authorize the deduction in writing on the Vacation Benefit Application.

**IRAP Voluntary Contributions.** Your vacation application also permits you to have deductions made from your vacation benefit and transmitted to your account in the MM&P Individual Retirement Account Plan as voluntary contributions.

**Political Contribution Fund.** You may also authorize deductions from your vacation benefit to be forwarded to the I.O.M.M.&P. Political Contribution Fund. This contribution is strictly voluntary and deductions cannot be made without your written authorization.

**Optional Voluntary Death and AD&D Benefit.** You can voluntarily authorize, in writing, deduction of your annual insurance premium for the optional Voluntary Death and AD&D benefit from your vacation benefit.

**Co-Pay Contribution.** Your vacation application also provides for a pre-tax deduction to satisfy the co-pay requirements of the MM&P Health and Benefit Plan.

### ***How Can You Lose Your Benefit?***

There are several ways in which you can lose your benefits. Since we do not want this to happen to you, please read this section carefully.

If you violate the MM&P Vacation Plan Regulations, you will lose your employment credit and forfeit vacation benefits.

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All employment since your last application for vacation benefits must be included in the current application. Vacation for employment days not included will be **forfeited**.

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You must sign off your vessel when you have accrued 120 days of employment credit or 150 vacation days (including banked days). The 120 days include combined employment aboard one or more contracted vessels. If you reach your 120th day on a vessel whose trading route is permanently or semi-permanently outside the continental U.S., you

will be relieved at the next port of call after the 120th day of the voyage.

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You must have written authorization from the Organization to return to work **during** your vacation.

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All claims for vacation benefits must be made in accordance with the Plan's application procedures within one year of your last day of employment with the Employer under whom you earned the benefits. If you **do not make a claim for vacation benefits within one year** of your last day of employment, **you forfeit** your benefit.

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If you continue to sail with an Employer who is delinquent in its contributions to the Plan after you have been advised of the delinquency by the Plan or the Union, you will lose your employment credit and will not receive vacation benefits.

**If you obtain employment by means of misrepresentation or falsely stated information, you shall forfeit all benefits arising from such employment.**

**Assignment of Vacation Benefits.** Vacation benefits are payable under the MM&P Vacation Plan only after contributions have been made into the Plan by the contributing Employer covering the period of employment for which vacation is claimed. As a result of an arbitration consent award, vacation benefits resulting from employment with an Employer who is delinquent in its contributions are payable to you provided there is at least \$1.5 million in the Vacation Plan after all distributions. The delinquent employer will remain liable to the Plan for all amounts paid as a result of this award.

If your Employer is delinquent in its contributions, your Employer will be liable directly to you for payment of vacation benefits. Your claim against the Employer automatically will be assigned to the Trustees of MM&P Vacation Plan which will pay these vacation benefits to you if recovered.

## ***What Other Information Should You Know?***

### ***Claims Procedure***

To make a claim for benefits, follow the application procedures described above. You will need to provide all requested information to the Union Official/Union Employee who assists you in completing your application, or to the Plan Office, as applicable. If you do not provide us with missing information after we request it, we will process your claim based on the information that we have. This may result in a denial of your claim. Please contact the Plan Office for more information regarding the application process.

You must act on your own behalf or through an authorized representative if you wish to exercise your rights under this summary.

**Notification to Applicant of Denial of Application.** Generally, you will be notified within 90 days of receipt of your application for benefits whether your claim is wholly or partially denied. If it is necessary, due to matters beyond our control, to extend the claims determination period, we will notify you or your authorized representative before the end of the initial 90 day period of circumstances requiring an extension of time and the date by which we expect to render a decision. The extension may be up to 90 days.

If your claim is denied, you will receive a claim denial notice which explains:

1. The specific reason or reasons for denial with reference to those specific plan provisions on which the denial is based;
2. A description of any additional material or information necessary to perfect the claim and an explanation of why the material or information is necessary; and
3. A description of the Plan's appeal procedures and timeframes, including a statement of your right to bring a civil action

under Section 502(a) of ERISA following an adverse determination on appeal.

**Appeal from Denial of Application.** If your claim for vacation benefits is denied in whole or in part, you or your authorized representative will have the right to submit a written appeal to the Board of Trustees within sixty (60) days of your receipt of the notice of denial.

If you file a written appeal within the required time frame, you or your authorized representative may have the opportunity to review pertinent documents and to submit additional evidence of documentary proof. You may also submit written comments, documents, records and other information relevant to your claim in writing. Your written appeal must be directed to the Board of Trustees, addressed to the Plan Office, to be considered. It should include the claimant's name, address, the fact that you are appealing the initial decision, the date of such initial decision, and the basis of the claimant's appeal.

You must send your appeals to the following address:

M.M.& P. Vacation Plan  
700 Maritime Boulevard, Suite A  
Linthicum Heights, Maryland 21090

Please note that if you call or write us without following the rules just described for filing an appeal, we will not treat your inquiry as an appeal.

**Decision on Review.** The review of the decision of denial will be made at the next regularly scheduled meeting of the Trustees in accordance with the following procedure:

A decision on review will be made no later than the date of the Trustee's meeting which immediately follows the Plan's receipt of the request for review, unless the request for review is filed within 30 days preceding the date of such meeting. In such case, a decision will be made no later than the second meeting following the Plan's receipt of the request for

review. If special circumstances (such as the need to hold a hearing) require further extension of the time for processing, a decision will be rendered no later than the third meeting of the Trustee's following the Plan's receipt of the request for review, or at a later meeting convenient for the claimant. If an extension is required, the Plan Office will notify you.

At such a review, you or your authorized representative will be entitled to submit in writing any documents, other evidence, or arguments, you may deem proper to the appeal and review, and you may also appear in person or be represented by your attorney. Any expenses incurred by you or your representative/attorney in connection with such personal appearance must be borne by you or your representative/attorney.

A record of the appeal will be kept and will be available to you.

The Trustees will notify you in writing of the decision regarding your claim within 5 days after the determination is made. Any notice of denial of your appeal will include:

The specific reason or reasons for denial with reference to those Plan provisions on which the denial is based;

A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim and the reviewer's determination of your claim; and

A statement describing your rights to bring an action under Section 502(a) of ERISA.

**Note:** You must fully exhaust the administrative remedies under the Plan's claim procedures outlined in this SPD prior to filing a suit.

## ***Glossary***

The following terms and definitions have special meanings in our Plan:

**Covered Employment** - is employment for which an Employer is obligated to contribute to the Plan.

**Employees** - are the individuals who are employed in Covered Employment under the terms of a Collective Bargaining Agreement.

**Employers** - are the Employers of the Employees working under a Collective Bargaining Agreement.

**ERISA** – Employment Retirement Income Security Act of 1974 as amended.

**Fund** - means the moneys or other things of value which are held in trust under the control/custody of the Trustees.

**Organization** - is the International Organization of Masters, Mates and Pilots, AFL-CIO. (I.O.M.M.&P.)

**Plan** - is the MM&P Vacation Plan established by the Trustees pursuant to the Trust Documents.

**Regulations** - are the Plan benefit program rules.

**Trustees** - are Employer and Organization trustees collectively.

## ***Your Rights Under ERISA***

As a participant in the Plan, you are entitled to certain rights and protections under ERISA.

ERISA provides that all Plan participants are entitled to:

### **Receive Information About the Plan and Benefits Under the Plan**

**1) Examine** all documents governing the Plan, including the following without charge at the Plan Office during regular business hours, Monday through Friday, except holidays.

- a. Trust Agreement and Plan Regulations
- b. Collective Bargaining Agreements
- c. Annual Report Form 5500 filed by the Plan with the Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration
- d. Summary Plan Description

If you prefer, you can arrange to examine the Annual Report during business hours at the Port Offices. To make such arrangements, write the administrator of the Plan Office. A Summary of the Annual Report, which gives details of the financial information about the Plan's operation, is furnished annually to all participants free of charge.

**2) Obtain copies** of all documents governing the Plan including updated summary plan descriptions, and other Plan information upon written request to the Plan Administrator. There is a charge to cover the cost of reproducing the document (\$.25 per page).

**3) Receive a summary** of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this Summary Annual Report.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for the Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The Trustees who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer, your Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for benefits under the Plan is denied or ignored, in whole or in part, you have

a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in Federal court. In such a case, the court may require the Plan Administrator to provide materials and pay up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that the Plan fiduciaries misuse the Plan's money, or if you are discriminated against asserting your rights, you may seek assistance from the U.S. Department of Labor, or may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the party you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.



## **General Plan Information**

Official Name of the Plan:	MM&P Vacation Plan	
Plan's Employer Identification Number Assigned by the Internal Revenue Service:	13-6696936	
Plan Number:	501	
Type of Plan:	Vacation	
Plan Sponsor	Board of Trustees, MM&P Vacation Plan	Telephone: (410) 850-8500
Plan Administrator:	700 Maritime Blvd. Suite A Linthicum Heights, MD 21090	Fax: (410) 850-8655 and (410) 859-0399
Email:	planoffice@mmpplans.com	
Agent for Service of Legal Process:	Board of Trustees	

## ***Board of Trustees***

### **Organization Trustees:**

Capt. Donald Marcus  
International President  
I.O.M.M.&P.  
700 Maritime Blvd.  
Linthicum Heights, MD 21090

Mr. Steven Werse  
International Secretary-Treasurer  
I.O.M.M.&P.  
700 Maritime Blvd.  
Linthicum Heights, MD 21090

Capt. Donald Josberger  
I.O.M.M.&P.  
35 Journal Square, Suite 912  
Jersey City, NJ 07306-4103

Capt. David Boatner  
I.O.M.M.&P.  
533 North Marine Avenue, Suite A  
Wilmington, CA 90744-5527

Mr. Wayne Farthing  
I.O.M.M.&P.  
13850 Gulf Freeway, Suite 250  
Houston, TX 77034

Mr. Paul Nielsen  
c/o I.O.M.M.&P.  
700 Maritime Blvd.  
Linthicum Heights, MD 21090

Capt. J.L. Bergin  
c/o I.O.M.M.&P.  
700 Maritime Blvd.  
Linthicum Heights, MD 21090

### **Employer Trustees:**

Mr. Edward Morgan  
c/o Masters, Mates & Pilots Plans  
700 Maritime Blvd., Suite A  
Linthicum Heights, MD 21090

Mr. Mark Blankenship  
Horizon Lines LLC  
4064 Colony Road, Suite 200  
Charlotte, NC 28211

Mr. Timothy Gill  
Patriot Contract Services  
1320 Willow Pass Road, Suite 485  
Concord, CA 94520

Mr. William M. Cameron  
Waterman Steamship Corp.  
11 North Water, Suite 18290  
Mobile, AL 36602

Capt. John W. Sullivan  
Matson Navigation Company  
555 12<sup>th</sup> Street  
Oakland, CA 94607

Ms. Jean Harrington  
Maersk Lines, Ltd.  
One Commercial Place  
20<sup>th</sup> Floor  
Norfolk, VA 23510

Mr. Robert Stephens  
American President Lines  
1579 Middle Harbor Road  
Oakland, CA 94607

**Participants' Information:**

The MM&P Vacation Plan is a self-funded welfare plan created under an Agreement and Declaration of Trust dated January 1, 1955. A Board of Trustees consisting of Union representatives and Employer representatives who have equal voting strength, is the Administrator of the Plan. The Board of Trustees has been designated as the agent for service of legal process. Process may be served at the Plan Office.

The MM&P Vacation Plan was established as a result of collective bargaining agreements. The I.O.M.M.& P. and the Employers want you, as a participant in the Plan, to enjoy its benefits.

**Funding Medium/Contributions to the Plan:** The benefits described in this SPD are entirely financed by Employer contributions as a result of collective bargaining agreements between the I.O.M.M.& P. and Employers. Benefits are provided from the Plan's assets, which are held in a trust fund for the purpose of providing benefits to participants and beneficiaries and defraying reasonable administrative expenses.

**Plan Year:** The records of the Plan are kept on a calendar-year basis.

**Complete List of Participating Employers:** A complete list of the employers and employee organizations sponsoring the plan may be obtained upon written request to the Plan Administrator and is available for examination by participants and beneficiaries at the Plan Office. Participants and beneficiaries may receive from the Plan Administrator, upon written request, information as to whether a particular employer or employee organization is a sponsor of the plan, and if the employer or employee organization is a plan sponsor, the sponsor's address.

**Collectively Bargained Plan:** The Plan is maintained pursuant to one or more collective bargaining agreements ("CBAs") and copies of the CBAs may be obtained by participants and beneficiaries upon written request to the Plan Administrator and are available for examination by participants and beneficiaries at the Plan Office.

**Type of Administration:** The administrative operations of the Plan are handled by the employees of the Plan itself.

**Plan Amendment, Plan Termination and Benefit Reductions:** The Board of Trustees reserves the right to amend, modify or terminate the Plan at any time. In the event of termination, in whole or in part, each employee is entitled only to those vacation benefits accrued to the date of termination, provided the employer has made the required contributions, but only to the extent that the Plan's assets are sufficient to pay Plan expenses and benefits. Upon termination, the Trustees will distribute the Plan's assets as required by law.

To obtain a copy of Plan Documents filed with the U.S. Department of Labor address your request to Public Disclosure Room, N 5507, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue NW, Washington DC 20210. You may be required to pay copying fees.

## ***Directory of Port Offices***

### **Boston, Massachusetts**

Marine Industrial Park  
12 Channel Street, Unit 606-A  
Boston, Massachusetts 02210-2333  
(617) 671-0769 Fax (617) 261-2334

### **Charleston, South Carolina**

1529 Sam Rittenberg Boulevard, 1 B  
Charleston, South Carolina 29407  
(843) 766-3565 Fax (843) 766-6352

### **Honolulu, Hawaii**

521 Ala Moana Blvd., Suite 254  
Honolulu, Hawaii 96813  
(808) 523-8183 Fax (808) 538-3672

### **Houston, Texas**

13850 Gulf Freeway, Suite 250  
Houston, Texas 77034  
(281) 464-9650 Fax (281) 464-9652

### **Jacksonville, Florida**

349 East 20th Street  
Jacksonville, Florida 32206  
(904) 356-0041 Fax (904) 353-7413

### **New Orleans, Louisiana**

300 Mariner's Blvd, Suite 321B  
Mandeville, Louisiana 70448  
(985) 626-7133 Fax (985) 626-7199

### **New York/New Jersey**

35 Journal Square, Suite 912  
Jersey City, New Jersey 07306-4103  
(201) 963-1900 Fax (201) 963-5403

### **Norfolk, Virginia**

Norfolk Commerce Center III  
5425 Robin Hood Road, #204  
Norfolk, Virginia 23513  
(757) 489-7406 Fax (757) 489-1715

### **Port Everglades, Florida**

540 East McNab Road, Suite B  
Pompano Beach, Florida 33060-9354  
(954) 946-7883 Fax (954) 946-8283

### **San Francisco, California**

548 Thomas L. Berkley Way  
Oakland, California 94612  
(415) 777-5074 Fax (415) 777-0209

### **San Juan, Puerto Rico**

1055 Kennedy Avenue  
Suite 914, ILA Building  
San Juan, Puerto Rico 00920  
(787) 724-3600 Fax (787) 723-4494

### **Seattle, Washington**

15208 52<sup>nd</sup> Avenue, South – Suite 100  
Seattle, Washington 98188  
(206) 441-8700 Fax (206) 448-8829

### **Tampa, Florida**

202 S. 22<sup>nd</sup> St. – Ste. 205  
Tampa, Florida 33605-6308  
(813) 247-2164 Fax (813) 248-1592

### **Los Angeles/Long Beach, California**

533 North Marine Avenue, Suite A  
Wilmington, California 90744-5527  
(310) 834-7201 Fax (310) 834-6667