

# AMERICAN MARITIME OFFICERS

## VACATION PLAN



## SUMMARY PLAN DESCRIPTION

*January 1, 2015*

# AMO VACATION PLAN

## Summary Plan Description

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# **AMERICAN MARITIME OFFICERS VACATION PLAN**

## **SUMMARY PLAN DESCRIPTION**

### **INTRODUCTION**

The Trustees of the American Maritime Officers (AMO) Vacation Plan are pleased to present you with this updated booklet summarizing your benefits under the AMO Vacation Plan. This booklet is referred to as the Plan's Summary Plan Description (the "SPD"). The SPD is intended to outline the principal provisions of the Plan so that you may know your rights and duties under the Plan. The Trustees reserve the right to amend, modify or terminate the Plan, in whole or in part, at any time and for any reason. You will be notified of any changes.

Please remember that this SPD does not provide you with the full details of the Plan nor does it change the written Plan document that determines your rights under the Plan. A copy of the Plan document is available upon request from the Plan Office. If there is a conflict between the official Plan document and this SPD, the language of the Plan document will govern.

Please note that no one except the Board of Trustees (or its designees) has the authority to interpret and construe the terms of the Plan, including this booklet and the other official Plan documents, to make any promises to you about it, or to change the provisions of the Plan. The Board of Trustees has the exclusive right and power, in its sole and absolute discretion, to interpret the Plan documents and decide all matters under the Plan, including, without limitation, the right to make all decisions with respect to eligibility for and the amounts of benefits payable under the Plan and the right to resolve any possible ambiguities, inconsistencies or omissions concerning the fund or the Plan. All determinations of the Board of Trustees (or its duly authorized designees) are final and binding on all persons and will be given full force and effect.

Please read this booklet carefully and retain it for future reference. If you have any questions, the Plan Office will be pleased to help you.

**BOARD OF TRUSTEES**  
**AMERICAN MARITIME OFFICERS (AMO) VACATION PLAN**

**UNION TRUSTEES**

Paul Doell  
National President  
American Maritime Officers  
601 S. Federal Highway  
Dania Beach, FL 33004

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National Vice President  
490 L'Enfant Plaza East SW  
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490 L'Enfant Plaza East SW  
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Senior National Assistant Vice President  
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Tampa, FL 33602

John Dragone  
Director of Labor Relations  
APL Maritime, Ltd.  
6901 Rockledge Drive, Suite 200  
Bethesda, MD 20817

# AMERICAN MARITIME OFFICERS VACATION PLAN

## PLAN DESCRIPTION

|   |   |
|---|---|
| <b>NAME OF PLAN:</b>  | <b>American Maritime Officers Vacation Plan</b>   |
| <b>NAME, ADDRESS AND TELEPHONE NUMBER OF BOARD OF TRUSTEES:</b> | <b>Board of Trustees<br/>American Maritime Officers Vacation Plan<br/>2 West Dixie Highway, Dania Beach, FL 33004<br/>(954) 920-4247 or (800) 348-6515, ext. 15</b>     |
| <b>EMPLOYER ID NUMBER:</b>                                      | <b>11-1929852</b>   |
| <b>PLAN NUMBER:</b>   | <b>502</b>  |
| <b>PLAN YEAR:</b>   | <b>October 1 – September 30</b>   |
| <b>TYPE OF PLAN:</b>  | <b>Vacation Benefits</b>  |
| <b>PLAN ADMINISTRATOR:</b>                                      | <b>Board of Trustees<br/>American Maritime Officers Vacation Plan<br/>2 West Dixie Highway,<br/>Dania Beach, FL 33004<br/>(954) 920-4247 or (800) 348-6515, ext. 15</b> |

*The Board of Trustees welcomes your questions and encourages participants and their families to make inquiries directly to the Plan Office. The Plan Office is located at 2 West Dixie Highway, Dania Beach, Florida 33004. The Administrator is the agent for service of legal process. Process may be served on the Administrator at the Plan Office. Service of legal papers may also be made upon a Plan Trustee.*

## **GENERAL INFORMATION**

### **TYPE OF PLAN**

The American Maritime Officers Vacation Plan, frequently referred to as the AMO Vacation Plan, is a multi-employer benefit plan. The following is a summary of the benefits provided under the AMO Vacation Plan. For information concerning the terms and provisions of the Plan as in effect from time to time, please contact the Plan Office.

The purpose of this summary is to convey important information; it is not intended to interpret, extend or change in any way the Rules and Regulations of the Plan, which will govern in all cases.

### **PLAN ADMINISTRATION**

The AMO Vacation Plan is administered jointly by Union Trustees designated by the American Maritime Officers Union (“Union”) and Employer designated Trustees. An Executive Director, a Director of Benefits and staff supervise the day-to-day operations of the Plan. Administrative costs are paid by a small percentage of the contributions received.

The Plan is maintained pursuant to collective bargaining agreements between the Union and its contracted companies. A complete list of contracted companies and copies of applicable agreements may be obtained upon written request by participants and beneficiaries to the Director of Benefits and are available for examination, upon written request, at the locations listed on page 7. Participants are also entitled to receive, free of charge, information as to whether a particular employer is a contracted company (also referred to as a participating employer) of the AMO Vacation Plan.

The Board of Trustees has reserved the right to amend or terminate the provisions of the Plan without notice, but cannot exercise this right arbitrarily or in violation of the Board’s obligations and responsibilities to the participants.

#### **Trustees' Discretion**

The Board of Trustees has the sole discretion to interpret and construe the provisions of the Plan and to determine the eligibility of an individual for benefits. A denial of benefits by the Director of Benefits may be appealed to the Board of Trustees.

#### **Information Required**

Each Participant is required to furnish to the Trustees any information or proof requested by them and reasonably required to administer the Rules and Regulations of the Plan. Failure on the part of any Employee or Participant to comply with such request promptly and in good faith shall be sufficient grounds for denying or discontinuing benefits. If a Participant makes a false statement material to his claim for benefits, he may be denied any or all benefits and the Trustees shall have the right to recover any payments made in reliance on such false statement.

### **Trustees' Reliance**

The Trustees shall be entitled to rely on written representations, consents, and revocations submitted by Participants, spouses or other parties in making determinations under this Plan, and unless such reliance is arbitrary or capricious, the Trustees' determinations shall be final and binding, and shall discharge the Plan and the Trustees from liability to the extent of payments made. If such representation later proves to be false, the Trustees may adjust for any excess benefits paid as the result of the misrepresentation. The Plan shall not be liable for duplicate benefits with respect to the same Participant.

### **Overpayments**

In the event, for any reason, a Participant or his Beneficiary is paid an amount or amounts above that to which he was entitled pursuant to the Rules and Regulations of this Plan, the overpayment(s) shall be refunded to the Plan upon due notice to the payee. If such refund is not made to the Plan within the time specified in such notice, such overpayment(s) shall be deducted from future payments due the payee, if any. The Plan shall, in any event, have the right to proceed to collect such overpayment(s) upon due notice to the payee. Future payments, if any, shall be made on the correct and appropriate basis.

Notwithstanding the above, if notice of any overpayment(s) is not sent to the payee by registered mail to the address last filed with the Plan, within three (3) years of such overpayment(s) the overpayment(s) may be retained by the payee and no claim for refund will be made nor will a proceeding to collect such overpayment(s) be authorized.

### **Amendment**

The Trustees reserve the right in their sole discretion to amend or modify these Rules and Regulations at any time and for any reason in accordance with the Agreement and Declaration of Trust and applicable law.

## **FUNDING OF THE PLAN - CONTRIBUTIONS**

The contracted companies make contributions to the Vacation Plan on behalf of their employees (also referred to as participants). The amounts of the contributions are negotiated as collective bargaining agreements are renewed. All contributions received are deposited in banks insured by the Federal Deposit Insurance Corporation. The Plan's records are regularly audited by independent certified public accountants. An annual financial report of the Plan's activities is filed with the U.S. Department of Labor and a summary of the report is published in the Union newspaper.

Contributions to the AMO Vacation Plan, which has been granted tax-exempt status, are paid out as benefits to eligible participants and their dependents, and for administrative expenses. Those contributions that are not paid out in the form of current benefits are accumulated and kept in reserve for future benefit payments. No covered participant, nor his designated beneficiaries, dependents, or estate, has a vested right in or to the Fund or any part thereof.

The amount of the vacation benefit is determined by the collective bargaining agreement between the company and the Union. Accordingly, benefits may vary.



## **DEFINITIONS**

### **Covered Employment**

Days of employment for which an Employer is obligated to make Contributions to the Plan on behalf of an Employee.

### **Discharge**

A United States Coast Guard Certificate or Discharge or a Discharge Book.

### **Pay Voucher**

An explanation of payment made for time worked on ship.

### **Wages**

- Deep Sea: Base wages or benefit base wages plus non-watch allowance, unless otherwise provided for, as set forth in the appropriate collective bargaining agreement.
- Great Lakes: Daily base wages as set forth in the appropriate collective bargaining agreement.

## **OBTAINING INFORMATION AND FORMS**

Information and forms may be obtained at the following locations:

AMO Vacation Plan  
2 West Dixie Highway  
Dania Beach, FL 33004  
(954) 920-4247 or  
(800) 348-6515, ext. 15  
Fax: (954) 926-7274

AMO  
The Melvin H. Pelfrey Building  
1 Maritime Plaza, 3<sup>rd</sup> Floor  
Toledo, OH 43604  
(419) 255-3940, or  
(800) 221-9395

Forms may also be obtained on the Internet at [www.amoplans.com](http://www.amoplans.com)

## **COPIES OF PLAN DOCUMENTS**

Copies of Plan documents will be made available for review at the following AMO offices upon advance written request to the Director of Benefits or the Union:

601 S. Federal Highway, Dania Beach, FL 33004  
(954) 920-4247 or (800) 348-6515, ext. 15

2724 61<sup>st</sup> Street, Suite B, Galveston, TX 77551  
(800) 362-0513 Ext. 2001

1121 7<sup>th</sup> Street, 2<sup>nd</sup> Floor, Oakland, CA 94607  
(510) 444-5301, or (800) 362-0513 Ext. 5001

1 Maritime Plaza, 3<sup>rd</sup> Floor, Toledo, OH 43604  
(419) 255-3940, or (800) 221-9395

2 International Plaza, Suite 422, Philadelphia, PA 19113  
(800) 362-0513 Ext. 4001 or 4002

490 L'Enfant Plaza East, S.W., Suite 7204, Washington, DC 20024  
(202) 479-1166 or (800) 362-0513 Ext. 7001

## **ELIGIBILITY**

Employees of employers who, pursuant to collective bargaining agreements with the American Maritime Officers are obligated to make contributions to the Vacation Plan on behalf of such employees, are eligible to participate in the Vacation Plan subject to the following requirements:

### **Deep Sea**

#### **Eligibility Requirements**

A Deep Sea Participant is eligible to receive a Vacation Benefit if he meets all of the following requirements (subject to the limitations and exceptions below):

- has applied for such using forms supplied by the Plan; and
- has Covered Employment for which a Vacation Benefit has not been paid and the first day of which falls within the 730 days prior to the date of application; and
- is not employed by an Employer at the time of applying for the Vacation Benefit; and
- does not accept employment with an Employer for the period he is receiving a Vacation Benefit from the Plan.

#### **Limitations**

- All Participants must apply for Vacation Benefits for all Covered Employment accrued through the date of application.
- The maximum number of days of Covered Employment for which a Vacation Benefit may be applied for and paid is 545.
- The penalty for failing to comply with these Rules is automatic forfeiture of any benefit which would have been paid if the failure to comply had not occurred or of any benefit accrued because of the failure to comply.

#### **Exceptions**

- A Participant may accumulate more than five hundred forty-five (545) days of Covered Employment and shall be entitled to a Vacation Benefit for said greater number of days if prior to starting a voyage which would take him over five hundred forty-five (545) days of Covered Employment he obtains approval for such from the Union and the Employer involved.
- A Participant will not be eligible for a Vacation Benefit for Covered Employment during a period he is receiving a Vacation Benefit unless he receives permission from the Union and Employer involved prior to returning to said employment.
- A Participant shall not be eligible for a Vacation Benefit for Covered Employment earned more than 730 days prior to the date of application unless the 730-day limit expires during covered Employment and the Participant applies for the Benefit within ninety (90) days after termination of such covered Employment.

## **Great Lakes**

### **Eligibility Requirements**

A Great Lakes Participant is eligible to receive a Vacation Benefit if he meets all of the following requirements (subject to the limitations and exceptions below):

- he has applied for such using forms supplied by the Plan; and
- he has Covered Employment for which a Vacation Benefit has not been paid and the first day of which falls within the 730 days prior to the date of application.

### **Limitations**

- The maximum number of days of Covered Employment for which a Vacation Benefit may be applied for and paid is 730.
- The penalty for failing to comply with these Rules is automatic forfeiture of any benefit which would have been paid if the failure to comply had not occurred or of any benefit accrued because of the failure to comply.

### **Exceptions**

A Participant will be eligible for a Vacation Benefit for a number of days of Covered Employment which is greater than 730 if:

- he is continuously employed in Covered Employment pursuant to the Shipping Rules at the time he accumulates 730 days of Covered Employment; and
- he makes application for a Vacation Benefit within ninety (90) days after he is separated from his vessel.

## **APPLYING FOR BENEFITS**

### **WHERE TO APPLY FOR BENEFITS**

You can apply for AMO Vacation Plan benefits at the following locations:

AMO Vacation Plan  
2 West Dixie Highway  
Dania Beach, FL 33004  
(954) 920-4247 or (800) 348-6515, ext. 15  
Fax: (954) 926-7274

AMO  
The Melvin H. Pelfrey Building  
1 Maritime Plaza, 3<sup>rd</sup> Floor  
Toledo, OH 43604  
(419) 255-3940, or (800) 221-9395

You may either mail in your application with the appropriate documents (see below) or you may come to one of the above locations and your claim for benefits will be processed while you wait.

### **HOW TO APPLY FOR BENEFITS**

#### **DEEP SEA AND GREAT LAKES EMPLOYMENT**

- Complete an Application for Vacation Benefits.
- Submit all discharges and/or timesheets so that employment may be verified.
- Submit all pay vouchers so that the proper FICA tax is deducted.
- Applications must be submitted within two years of the last date of covered employment.
- No benefit will be paid for accumulations based on more than 545 days (730 days for Great Lakes employees) of covered employment, nor will benefits be paid for accumulations based on employment earned more than 730 days prior to the date of application.
- You cannot apply for benefits while employed aboard any contracted vessel.
- The IRS requires the AMO Vacation Plan to have a completed IRS Form W-4, Employee's Withholding Allowance Certificate, on file for each participant claiming Vacation Benefits. If a Form W-4 is not on file, the IRS requires the Plan to withhold taxes as if a Participant is single with no withholding allowances. The AMO Vacation Plan will keep on record a participant's completed W-4 form and it will remain on file at the Plan office. It will not be necessary to complete a new W-4 form with each Vacation Application unless a participant's status has changed or he is claiming exempt. If a participant claims exempt, a new W-4 Form must be completed every year.

### **PAYMENT OF BENEFITS**

Payment of a Vacation Benefit to an eligible Participant is subject to submission by the Participant of a proper application and appropriate proof of Covered Employment

In the event a Participant dies, any unpaid Vacation Benefits due to the Participant will be paid in accordance with the following order of priority: to the Participant's spouse (or if there be none surviving); to the Participant's children equally (or if there be none surviving); to the Participant's parents equally (or if there be none surviving); to the Participant's estate (or if there is no estate); to any person who is an object of the natural bounty of the Participant, as the Trustees, in their sole discretion, determine.

## AMOUNT OF BENEFIT

The amount of your Vacation benefit will be governed by the terms of the collective bargaining agreement covering your employment. The following is a list of the different Vacation benefit factors.

### VACATION BENEFIT DAYS FOR 30 DAYS OF EMPLOYMENT

| <u>*Vacation Days<br/>For every 30 Days of<br/>Employment</u> | <u>Benefit<br/>Factor</u> |
|---|---------------------------|
| 5.0   | .16667                    |
| 7.5   | .25000                    |
| 10.0  | .33333                    |
| 13.0  | .43333                    |
| 13.5  | .45000                    |
| 15.0  | .50000                    |
| 17.0  | .56667                    |
| 18.0  | .60000                    |
| 19.0  | .63333                    |
| 20.0  | .66667                    |
| 22.0  | .73333                    |
| 25.0  | .83333                    |
| 26.0  | .86667                    |
| 27.0  | .90000                    |
| 28.0  | .93333                    |
| 30.0  | 1.00000                   |

\*The number of Vacation Days earned for every 30 days of employment is dependent on the Collective Bargaining Agreement between your Employer and the Union.

### COMPUTATION OF VACATION BENEFIT

1. Employment days multiplied by the benefit factor equals Vacation Benefit Days.
2. Vacation Benefit Days multiplied by the Daily Wage Rate equals the Gross Vacation Benefit.
3. Gross Vacation Benefit minus Federal Withholding and Medicare/Social Security Tax (FICA), and any other authorized deductions equals the Net Vacation Benefit

A voucher will accompany your Vacation Benefit check.

### CALCULATION OF VACATION BENEFIT

Effective January 1, 1985 for Deep Sea employment commencing on or after said date, the Vacation Plan in processing each Vacation Benefit application may deduct one day of Covered Employment before calculating the benefit payable for each non-continuous pay period if provided for in the agreement between the Employer and the Union.

### ELECTIVE AND AFTER TAX CONTRIBUTIONS TO THE AMO 401 (K) PLAN

- You may elect to defer on a pre-tax basis or withhold on an after-tax basis up to 75% of your Vacation Benefit as an elective or after tax employee contribution to the AMO 401 (k) Plan provided you have filed an Elective Deferral/Withholding Authorization form with the Plan.
- At the time you apply for Vacation Benefits, the amount of the Vacation Benefit payable to you will be reduced in accordance with your election and contributed to the AMO 401 (k) Plan.
- Your Elective Deferral/Withholding Authorization form will remain in effect unless you file a new Elective Deferral/Withholding Authorization form or revoke the Elective Deferral/Withholding Authorization prior to the accrual of the Vacation Benefit.

## **ASSIGNMENT OF BENEFITS**

### **NON-ASSIGNMENT, ALIENATION OF BENEFITS**

Except as otherwise provided herein, no Participant shall have the right to assign or alienate any monies due, or to which he may become entitled and any such assignment or alienation shall be void and of no force and effect. Except as provided below, Vacation Benefits to which a Participant is entitled are not subject to attachment, levy or other legal process by or against a Participant.

### **VOLUNTARY ASSIGNMENTS**

You may voluntarily assign part of your Vacation benefit to the Union in discharge of your initiation fee, dues or assessment obligations to the Union provided that:

- You have authorized such assignment in writing on a form provided by the Plan, and
- Such written authorization designates the amount and name of the entity to which payment is to be made.

You may voluntarily assign part of your Vacation benefit to the AMO Voluntary Political Action Fund and other entities which the Trustees may designate provided that:

- You have authorized such assignment in writing on a form provided by the Plan, and
- Such written authorization designates the amount and name of the entity to which payment is to be made.

### **EXCEPTIONS & RESTRICTIONS**

#### **Tax Lien**

Upon receipt of notification of a tax levy by the Internal Revenue Service the Plan shall make payment to the IRS from Vacation Benefits of the concerned Participant when the Vacation Benefits are applied for and are payable. The Plan will notify you of receipt of a tax levy and of any such payment in writing.

#### **Support Orders**

Upon receipt of an order for child support or alimony that the Plan is required to honor, the Plan shall make payments in accordance with such order. The Plan will notify the Participant of receipt of the order and of any such payments in writing.

## MISCELLANEOUS INFORMATION

### APPEAL PROCEDURE

If a person files a claim for benefits which is wholly or partially denied, the Director of Benefits shall, within ninety (90) days of the date the claim for benefits was filed provide notice in writing to such claimant setting forth the specific reason or reasons for denying payment of the benefits, which reasons shall be stated in as clear a manner as possible and in a fashion calculated to be understood by the claimant. If special circumstances require additional time for processing the claim, written notice of this extension of time shall be sent to the claimant within the 90-day period. The notice will include a description of the special circumstances and the date by which the Director of Benefits expects to render a decision. Such extension shall not exceed 90 days, provided, however, that a second 30 day extension may be taken if special circumstances require, in which case you will be notified of the extension.

Any notice sent by the Director of Benefits denying, in whole or in part, any claim shall also make reference to the specific and pertinent provisions of the Agreement and Declaration of Trust or Rules and Regulations, if any, upon which the denial is based, and, if appropriate, shall also describe any additional material or information necessary for the claim to be honored, along with an explanation of why such material or information is necessary. Such notice shall also include a statement that the claimant has a right within ninety (90) days of written notification of the denial of the claim, in whole or in part, to request in writing a review by the Trustees of the decision denying the claim, and that the claimant has a right to bring a civil action under Section 502(a) of ERISA if the claim is denied.

A claimant whose application for benefits is denied in whole or in part by the Director of Benefits shall have the right to file a request for review of the denied claim within ninety (90) days after receipt of the written notification of denial. The claimant or his legally authorized representative shall have the right to review and request copies of pertinent documents concerning the claim free of charge and to submit issues and comments in connection with the appeal in writing.

A review of your claim will take into account all comments, records and other information submitted by you or your legally authorized representative, without regard to whether such information was submitted or considered in your initial benefit determination.

All such requests for review shall be referred by the Director of Benefits to the Chairman and Secretary of the Board of Trustees, who shall be authorized to hear and determine the appeal, or who may, in their sole discretion, refer the claim to two Trustees, one of whom shall be a union designated Trustee and one of whom shall be an employer designated Trustee who shall be authorized to hear and determine the appeal.

A decision on a request for review shall be made within sixty (60) days after the Director of Benefits' receipt of the request, unless special circumstances require an extension of time for the processing of the claim for review. In such event, a decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after receipt of the request for review, unless the claimant requests additional time. Written notice of the extension of time for the making of a decision on the request for review shall be furnished to the claimant prior to the extension and will include a description of the special circumstances and the date by which the Trustees expect to render a decision.



The decision of the Trustees, or the Trustees to whom authority is delegated to reach a decision on a request for review, shall be in writing and shall be final and binding on all parties. The decision shall include specific reasons for the denial or grant of the claim and specific references to the provisions of the Agreement and Declaration of Trust or Rules and Regulations, if any, upon which the decision is based and include a statement that the claimant has a right to bring a civil action under Section 502(a) of ERISA if the claim is denied. Any lawsuit must be brought within one year of the decision on appeal.

The Trustees have the sole power and discretionary authority to construe, interpret and apply the terms of the Plan and no individuals have authority to interpret the rules of the Plan or to make any representations to you about the Plan.

#### **OVERPAYMENTS**

In the event, for any reason, a Participant or his Beneficiary is paid an amount or amounts above that to which he was entitled pursuant to the Rules and Regulations of this Plan, the overpayment(s) shall be refunded to the Plan upon due notice to the payee. If such refund is not made to the Plan within the time specified in such notice, such overpayment(s) shall be deducted from future payments due the payee, if any. The Plan shall in any event, have the right to proceed to collect such overpayment(s) upon due notice to the payee. Future payments, if any, shall be made on the correct and appropriate basis.

If notice of any overpayment(s) is not sent to the payee by registered mail to the address last filed with the Plan, within three (3) years of such overpayment(s) the overpayment(s) may be retained by the payee and no claim for refund will be made nor will a proceeding to collect such overpayment(s) be authorized.

## **STATEMENT OF ERISA RIGHTS**

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

### **Receive Information About Your Plan and Benefits**

Examine, without charge, at the Director of Benefits' office and at other specified locations, such as union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the Director of Benefits, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements and copies of the latest annual report (Form 5500) and updated summary plan description. The Director of Benefits may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report, which is done by publishing the summary annual report in the Union's newspaper.

### **Prudent Action by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your Employer, your Union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a benefit is denied or ignored in whole or in part, you have a right to receive a written explanation of the reason for the denial, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. You have the right to have the Plan review and reconsider your claim in accordance with the Plan's Appeal Procedure.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Director of Benefits.

If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a State or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, however, and, for example, the court finds your claim is frivolous, the court may order you to pay these costs and fees.

### **Assistance with your Questions**

If you have any questions about your Plan, you should contact the Director of Benefits, who oversees the daily administration of the AMO Vacation Plan on behalf of the Board of Trustees.

If you have any question about this statement or about your rights under ERISA, you should contact the nearest office of the Employer Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employer Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employer Benefits Security Administration.