

ILWU-PMA BENEFIT PLANS /

International Longshore & Warehouse Union —
Pacific Maritime Association

www.benefitplans.org

1188 FRANKLIN STREET • SUITE 300 • SAN FRANCISCO, CALIFORNIA 94109

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ILWU-PMA Pension Plan
ILWU-PMA Welfare Plan

ILWU-PMA Watchmen Pension Plan
ILWU-PMA Supplemental Welfare Benefit Plan

August 13, 2008

To: ILWU Washington Locals 7, 19, 23, 24, 25, 27, 32, 47, 51, 52 and 98
ILWU Oregon Locals 4, 8, 12, 21, 40, 50, 53 and 92

From: Elizabeth Sharpe, Manager, Welfare Plans

**Subject: Weekly Indemnity Program and
Non-Industrial Disability Supplement SSPD Insert**

Enclosed is a revised insert for the Weekly Indemnity Program and Non-Industrial Disability Supplement SSPD. The insert reflects the names of the current Trustees and the Plan amendment, effective January 20, 2008, which applies the "earnings test" to the Weekly Indemnity Benefit. Additionally there is a chart reflecting maximum Weekly Indemnity Benefit amounts for claims filed on or after January 20, 2008.

A supply will be sent to you.

Please discard your old inserts dated 03/25/05.

Enclosure

cc: Nick Buckles, Washington Area Welfare Director
Ty Gorton, Oregon Area Welfare Director

ES:jl/opeiu29aficio

WEEKLY INDEMNITY PROGRAM and NON-INDUSTRIAL DISABILITY SUPPLEMENT

A SUPPLEMENTAL SUMMARY PLAN DESCRIPTION INSERT

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AH&L (Anthem Health & Life) has changed their name to Great-West Healthcare. The address of the ILWU-PMA Welfare Plan as it appears on this page and page eight is:

ILWU-PMA Welfare Plan, 1188 Franklin Street, Suite 300, San Francisco, CA 94109

Union Trustees

Ray Ortiz, Jr.
Joseph R. Radisich
Leal Sundet

Employer Trustees

James C. McKenna
Robert L. Stephens
Michael H. Wechsler

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WEEKLY INDEMNITY BENEFITS

Effective January 20, 2008, if you are an eligible participant whose Assigned Port is the State of Washington or Oregon and you are suffering from a certified non-industrial disabling illness or injury, and you worked or were available for work on at least one day during the 31 days preceding the first day of such disability, you will be paid a WI Benefit each week that is equal to a percentage of your average weekly earnings (including all industry wages, vacation benefits, holiday pay, Pay Guarantee payments, Clerks Work Opportunity Guarantee payments and reported full and part time Union employment) during your highest calendar quarter of earnings in the “Base Period” (as defined below). WI Benefit levels effective January 20, 2008, are shown in the chart on page four which shall be revised from time to time to remain equal to the amounts paid under the CSDI program.

The “Base Period” is defined as follows:

If you submit a claim for WI Benefits due to a non-industrial illness or injury that commenced in the months of January, February, or March, the corresponding Base Period for that claim is the 12 months ending on September 30 of the preceding calendar year.

If you submit a claim for WI Benefits due to a non-industrial illness or injury that commenced in the months of April, May, or June, the corresponding Base Period for that claim is the 12 months ending on December 31 of the preceding calendar year.

If you submit a claim for WI Benefits due to a non-industrial illness or injury that commenced in the months of July, August, or September, the corresponding Base Period for that claim is the 12 months ending on the prior March 31.

If you submit a claim for WI Benefits due to a non-industrial illness or injury that commenced in the months of October, November, or December, the corresponding Base Period for that claim is the 12 months ending on the prior June 30.

The WI Benefit period shall be a maximum of 52 weeks. If you incur a recurring and/or unrelated non-industrial illness or injury prior to or following recovery from the initial disabling illness or injury, then you may submit a new claim for WI Benefits for that condition provided no further benefits are payable with respect to the initial claim. However, the new Benefit amount will be determined with respect to the new

Base Period in the same manner as described under paragraph 1 above, and will therefore usually be much lower than the original Benefit amount, if not zero, until you have built up sufficient earnings in the applicable Base Period.

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When Benefits End

The reference to AH&L should be changed to the ILWU-PMA Coastwise Claims Office.

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HOW TO CLAIM BENEFITS

The address for all claims and correspondence is:

ILWU-PMA Coastwise Claims Office, 814 Mission Street, Suite 300, San Francisco, CA 94103

Pages 7 and 8

Claims Review Procedures

The procedures described below apply to requests for benefits under the Weekly Indemnity Program and Non-Industrial Disability Supplement benefit. Please note that a mere inquiry about whether a particular item is covered under the Plan is not a claim for this purpose.

Claim Denial

If a Weekly Indemnity Program and Non-Industrial Disability Supplement claim is denied or partly denied, notice will be given to the claimant in writing. The notice will be written in understandable language and will state:

- Specific reasons for denial of the claim;
- Specific reference to provisions of the Welfare Agreement, the Weekly Indemnity Program and Non-Industrial Disability Supplement benefit, or contract provisions upon which the denial is based;
- A description, if appropriate, of additional information or material which might enable the claimant to perfect the claim;
- An explanation of how, where and when the claimant may obtain a review of the denial;
- If the denial is based on an internal rule, guideline, or protocol, the claimant has the right to request a free copy of the rule guideline, or protocol.

Notice of claim denial must be given to the claimant within a reasonable period of time, but not later than 30 days after the date the claim is received. This period may be extended an additional 15 days if the Coastwise Claims Office determines that an extension is necessary due to matters beyond its control and the claimant is notified of the extension before the end of the initial 30-day period and the date by which the Coastwise Claims Office expects to render a decision on the claim. If an extension is required because the claimant failed to submit sufficient information to enable the Coastwise Claims Office to make a determination of the claim, the notice of the extension will also describe the additional information required. In such a case, the claimant will be given at least 60 days to provide the additional information. The period from the date the claimant is notified of the additional required information to the date the claimant responds is not counted as part of the determination period. If the Coastwise Claims Office does not respond to the claimant's claim within the time periods specified above, the claimant may deem his claim denied for this purpose as of the expiration of the applicable time period above.

Request for Claim Review by Trustees of the ILWU-PMA Welfare Plan

Within 180 days after notice that a claim has been denied by the Coastwise Claims Office, or after the claim is deemed denied as provided above, the claimant or his/her representative may make a written request for a review of the denial by the Trustees of the ILWU-PMA Welfare Plan. The claimant or his/her representative may request copies free of charge, of all documents, records and other information relevant to the claim.

This includes documents relied on in making the benefit determination or submitted or generated in the course of the review.

A request for a review by the Trustees must be submitted to:

ILWU-PMA Benefit Plans, 1188 Franklin Street, Suite 300, San Francisco, CA 94109

Decision on Review by Trustees of the ILWU-PMA Welfare Plan

The Trustees of the ILWU-PMA Welfare Plan, or a committee of the Trustees, will render their decision on the claim within 60 days of receipt of the request for review.

The decision of the Trustees will be communicated in writing, and in understandable language. It will include specific references to the Welfare Agreement or contract provisions upon which the decision is based.

If the Trustees do not respond to the claimant's request for review within the time periods specified above, the claimant may deem his claim denied on review for this purpose as of the expiration of the applicable time period above.

Request for Arbitration

After notice that a claim has been denied by the Trustees on review, or after the claim is deemed denied on review as provided above, the claimant may request that the claim be decided by the Coast Arbitrator. In order to obtain a review of a claim by the Coast Arbitrator, the claimant must have obtained a prior determination on the claim by the Trustees (or a deemed denial) in accordance with the procedures outlined above. The claimant or his/her representative may request copies, free of charge, of all documents, records and other information relevant to the claim. This includes documents relied on in making the benefit determination or submitted or generated in the course of the review by the Trustees.

A request for review by the Coast Arbitrator must be submitted to:

ILWU-PMA Benefit Plans, 1188 Franklin Street, Suite 300, San Francisco, CA 94109

Decision by Coast Arbitrator

The Coast Arbitrator will render a decision on the claim within 30 days of receipt of the request for review. The decision of the Coast Arbitrator will be communicated in writing, and in understandable language. It will include specific references to the Welfare Agreement or contract provisions upon which the decision is based.

Judicial Review

A claimant has the right to file a suit in a court of law if a claim is denied or partly denied by the Coast Arbitrator. Plan provisions and applicable law require, however, that the claimant first exhaust all of his or her appeal rights under the Plan. This means that a claimant must obtain determinations by the Trustees and by the Coast Arbitrator before he or she may file a lawsuit for a benefit under the Plan.

ILWU-PMA Welfare Plan Weekly Indemnity Benefit Amounts

(This chart reflects maximum weekly benefit amounts for claims filed on or after January 20, 2008.)

This chart shows what your weekly benefit might be based on your highest quarter of earnings in your base period.

If your illness or injury began in:	Your base period is the 12 months ending last
January, February, or March.....	September 30
April, May, or June.....	December 31
July, August, or September.....	March 31
October, November, or December.....	June 30

Wages in the High Quarter:	Weekly Benefit Amount:	Wages in the High Quarter:	Weekly Benefit Amount:	Wages in the High Quarter:	Weekly Benefit Amount:
\$75.00 - 1,374.99.....	\$50 - 59	8,249.10 - 8,485.45.....	350 - 359	15,340.01 - 15,576.36.....	650 - 659
1,375.00 - 1,624.99.....	60 - 69	8,485.46 - 8,721.82.....	360 - 369	15,576.37 - 15,812.72.....	660 - 669
1,625.00 - 1,867.27.....	70 - 79	8,721.83 - 8,958.18.....	370 - 379	15,812.73 - 16,049.09.....	670 - 679
1,867.28 - 2,103.63.....	80 - 89	8,958.19 - 9,194.54.....	380 - 389	16,049.10 - 16,285.45.....	680 - 689
2,103.64 - 2,340.00.....	90 - 99	9,194.55 - 9,430.91.....	390 - 399	16,285.46 - 16,521.82.....	690 - 699
2,340.01 - 2,576.36.....	100 - 109	9,430.92 - 9,667.27.....	400 - 409	16,521.83 - 16,758.18.....	700 - 709
2,576.37 - 2,812.72.....	110 - 119	9,667.28 - 9,903.63.....	410 - 419	16,758.19 - 16,994.54.....	710 - 719
2,812.73 - 3,049.09.....	120 - 129	9,903.64 - 10,140.00.....	420 - 429	16,994.55 - 17,230.91.....	720 - 729
3,049.10 - 3,285.45.....	130 - 139	10,140.01 - 10,376.36.....	430 - 439	17,230.92 - 17,467.27.....	730 - 739
3,285.46 - 3,521.82.....	140 - 149	10,376.37 - 10,612.72.....	440 - 449	17,467.28 - 17,703.63.....	740 - 749
3,521.83 - 3,758.18.....	150 - 159	10,612.73 - 10,849.09.....	450 - 459	17,703.64 - 17,940.00.....	750 - 759
3,758.19 - 3,994.54.....	160 - 169	10,849.10 - 11,085.45.....	460 - 469	17,940.01 - 18,176.36.....	760 - 769
3,994.55 - 4,230.91.....	170 - 179	11,085.46 - 11,321.82.....	470 - 479	18,176.37 - 18,412.72.....	770 - 779
4,230.92 - 4,467.27.....	180 - 189	11,321.83 - 11,558.18.....	480 - 489	18,412.73 - 18,649.09.....	780 - 789
4,467.28 - 4,703.63.....	190 - 199	11,558.19 - 11,794.54.....	490 - 499	18,649.10 - 18,885.45.....	790 - 799
4,703.64 - 4,940.00.....	200 - 209	11,794.55 - 12,030.91.....	500 - 509	18,885.46 - 19,121.82.....	800 - 809
4,940.01 - 5,176.36.....	210 - 219	12,030.92 - 12,267.27.....	510 - 519	19,121.83 - 19,358.18.....	810 - 819
5,176.37 - 5,412.72.....	220 - 229	12,267.28 - 12,503.63.....	520 - 529	19,358.19 - 19,594.54.....	820 - 829
5,412.73 - 5,649.09.....	230 - 239	12,503.64 - 12,740.00.....	530 - 539	19,594.55 - 19,830.91.....	830 - 839
5,649.10 - 5,885.45.....	240 - 249	12,740.01 - 12,976.36.....	540 - 549	19,830.92 - 20,067.27.....	840 - 849
5,885.46 - 6,121.82.....	250 - 259	12,976.37 - 13,212.72.....	550 - 559	20,067.28 - 20,303.63.....	850 - 859
6,121.83 - 6,358.18.....	260 - 269	13,212.73 - 13,449.09.....	560 - 569	20,303.64 - 20,540.00.....	860 - 869
6,358.19 - 6,594.54.....	270 - 279	13,449.10 - 13,685.45.....	570 - 579	20,540.01 - 20,776.36.....	870 - 879
6,594.55 - 6,830.91.....	280 - 289	13,685.46 - 13,921.82.....	580 - 589	20,776.37 - 21,012.72.....	880 - 889
6,830.92 - 7,067.27.....	290 - 299	13,921.83 - 14,158.18.....	590 - 599	21,012.73 - 21,249.09.....	890 - 899
7,067.28 - 7,303.63.....	300 - 309	14,158.19 - 14,394.54.....	600 - 609	21,249.10 - 21,485.45.....	900 - 909
7,303.64 - 7,540.00.....	310 - 319	14,394.55 - 14,630.91.....	610 - 619	21,485.46 - 21,650.91.....	910 - 916
7,540.01 - 7,776.36.....	320 - 329	14,630.92 - 14,867.27.....	620 - 629	21,650.92 and above.....	917
7,776.37 - 8,012.72.....	330 - 339	14,867.28 - 15,103.63.....	630 - 639		
8,012.73 - 8,249.09.....	340 - 349	15,103.64 - 15,340.00.....	640 - 649		