

**RULES AND REGULATIONS PROVIDING BENEFITS
OF THE MEBA TRAINING PLAN**

**(Amended and Consolidated through Amendment No. 18-1)
06/20/18**

ARTICLE I

Upgrading and Retraining

Section 1

(A) *Eligibility for Attendance at the Calhoon MEBA Engineering School*

Subject to the provisions set forth in these Regulations, an officer shall become eligible to attend license upgrading and training courses at the Calhoon MEBA Engineering School and shall become eligible for the benefits payable in connection with such attendance, provided that the officer:

- a) has not retired; and
- b) is a member in good standing in District No. 1-PCD, MEBA; and
- c) (1) has thirty (30) days on the payroll of one or more Employers which contributes to the MEBA Training Plan within a period of twelve consecutive months preceding either (i) the date on which the officer commences attendance at the School or (ii) the date the officer applies to the School to attend training courses. For purposes of this paragraph (c) (1), an “overlap day” shall count as a day on the payroll of an Employer. An “overlap day” occurs when an officer who first reports to work aboard a vessel and the officer being relieved are both required to work on, and are paid a shipboard wage for, that same day, regardless of whether contributions are paid on behalf of such officers for that day; or

(2) is an employee of District No. 1-PCD, MEBA or has 30 days on the payroll of District No. 1-PCD, MEBA within a period of twelve consecutive months preceding either i) the date on which the officer commences attendance at the School or ii) the date the officer applies to the School to attend training courses; or

(3) is a Licensed Officer employed by the MEBA Training Plan or is a Licensed Officer who has 30 days on the payroll of the MEBA Training Plan within a period of twelve consecutive months preceding either (i) the date on which the officer commences attendance at the School or (ii) the date the officer applies to the School to attend training courses.
- d) Meets the minimum qualifications for the course, as determined by the School Director, the Plan Administrator, and/or the Trustees in their sole and absolute discretion.
- e) Applies to attend the training on a form approved by the Trustees and such application is approved by CMES Administration.
- f) Effective February 1, 2013, in addition to satisfying the requirements of paragraphs (a) – (d) above, the following rules shall apply in determining an officer’s eligibility for attending license upgrading and training courses:

- (1) each officer shall be assigned to the Employer for which the officer worked the highest number of days in the six calendar months preceding the month in which the officer submits an application to attend training courses at the School;
- (2) each Employer will be allocated a total number of weeks per six consecutive calendar month period beginning each January 1 and July 1 for which the officers assigned to the Employer will be approved to attend training courses at the School;
- (3) the number of weeks allocated to each Employer for each such six consecutive calendar month period shall be determined by the Trustees based upon 80% of the Employer's projected contributions to the Training Plan for the six consecutive calendar month period divided by the projected average cost of a week of training (including travel);
- (4) once the number of weeks allocated to an Employer for any six consecutive calendar month period has been exhausted, officers assigned to such Employer will not be eligible for training courses for the remainder of that six consecutive calendar month period, unless:
 - (i) an Employer elects to make additional contributions to the Training Plan to cover the cost of such training, or the officer elects to pay the cost of such training; or
 - (ii) if the training course to which the officer wants to apply is unrelated to work for the Employer to which the officer is assigned, but will qualify the officer to work for another Employer, the officer shall be permitted to attend the training course provided the officer agrees in writing (on a form approved by the Trustees) to pay the costs of the training course if the officer does not go to work for such another Employer within (a) 12 months of completing a course requiring an annual certification; or (b) 24 months for all other courses (and fails to complete at least 60 days of Covered Employment in the 12 month period following being hired by such Employer). The agreement will provide that repayment is not required if the Trustees determine that the officer diligently sought work with such another Employer and is not hired for (or did not complete at least 60 days of Covered Employment in) such position through no fault of the officer.
- (5) Approval of applications for courses will require that the course be related to the officer's job or to a job in which the officer will seek work.

(B) *Eligibility for Reimbursement of Tuition Fees for Attendance at Approved Commercial Upgrading Schools*

Subject to the provisions set forth in these Regulations, an officer shall become eligible for reimbursement of tuition fees for upgrading his license or for additional training at a commercial upgrading school, provided the officer:

- a) has not retired; and
- b) is a member in good standing in District No. 1-PCD, MEBA; and
- c)
 - (1) has 30 days on the payroll of one or more Employers who contributed to the MEBA Training Plan within a period of twelve consecutive months preceding either the date on which the officer commences the upgrading or training course; or
 - (2) is an employee of District No. 1-PCD, MEBA or has 30 days on the payroll of District No. 1-PCD, MEBA within a period of twelve consecutive months preceding either (i) the date on which the officer

commences attendance at the School or (ii) the date the officer applies to the School to attend training courses; or

(3) is a Licensed Officer employed by the MEBA Training Plan or is a Licensed Officer who has 30 days on the payroll of the MEBA Training Plan within a period of twelve consecutive months preceding either i) the date on which the officer commences attendance at the School or ii) the date the officer applies to the School to attend training courses.

d) An officer who otherwise satisfies the eligibility requirements of Section 1(A) may become eligible for reimbursement of up to \$1,200 per year for tuition costs at approved schools for courses which the Director determines are STCW related.

(C) *Eligibility for Attendance at the MEBA Calhoon Engineering School by Certain Disabled Members*

For purposes of subsection (A), days for which an officer receives payment of Disability benefits under Article V of the MEBA Medical and Benefits Plan will be deemed days on the payroll of a contributing Employer. However, an officer who would not be eligible under subsection (A) but for days credited under this subsection (C) is not entitled to any of the benefits described in Section 9(a) (Pension credit or Medical eligibility) or Section 9 (b) (transportation reimbursement) on account of attending the School.

(D) *Government Vessel Training Rules For Eligible Members*

Members of District No. 1, MEBA who are eligible under Section 1(A) for attendance at the School shall be entitled to attend the School's two-week Government Vessel Operation course (GVO course) and, during a national emergency, any other course required by the United States Government (National Emergency courses). Attendance at the GVO course and National Emergency courses shall be in accordance with rules and procedures established by the Trustees in their sole discretion. Eligible members who take the National Emergency courses will receive the pension credit and medical eligibility described in Section 9(a). Transportation Reimbursement will be provided in accordance with Article 1, Section 9(b).

(E) *Special Training Eligibility for Non-Eligible Members and Applicants Pertaining to Government Vessel Service:*

Members and applicants for membership, of District No. 1-PCD, MEBA who do not meet the eligibility requirements of Section 1(A), shall be entitled to attend courses to fulfill training requirements for a specific anticipated billet under a participating Employer's U.S. Government contract.

When such courses are not provided by, or suitably scheduled at CMES, the tuition for such courses shall be reimbursed in accordance with Section 6; provided the reimbursement request is accompanied by a completed *Request for Alternate Location Training Form*.

Attendance in such courses shall be in accordance with rules and procedures established by the Trustees in their sole discretion. The Plan will make all appropriate travel arrangements, as it determines in its sole discretion, for and on behalf of non-eligible members and applicants who take such courses. Such non-eligible members and applicants will not receive the pension credit or medical eligibility credit described in Section 9(a), or the transportation reimbursement described in Section 9(b).

(F) *Special Training Eligibility for Non-Eligible Members and Applicants pertaining to Occupational Credentials:*

Members and applicants for membership of District No. 1-PCD MEBA, who do not meet the eligibility requirements of Section 1(A), shall be entitled to attend courses to fulfill training requirements needed for

regulatory requirements for acquisition or retention of professional credentials as prescribed by the USCG for a specific anticipated billet or type of shipboard service.

Attendance in such courses shall be in accordance with rules and procedures established by the Trustees in their sole discretion. The Plan will make all appropriate travel arrangements, as it determines in its sole discretion, for and on behalf of non-eligible members and applicants who take such courses. Such non-eligible members and applicants will not receive the pension credit or medical eligibility credit described in Section 9(a), or the transportation reimbursement described in Section 9(b).

(G) *Attendance at the MEBA Calhoon Engineering School by Retirees*

Retirees will be allowed to attend the School subject to availability of classroom space and provided no active eligible participant is denied attendance as a result. Any such Retiree will not receive the pension credit or medical eligibility credit described in Section 9(a), or the travel reimbursement described in Section 9(b).

Section 2 *Approved Commercial Schools*

In order to be reimbursed for tuition fees, an officer shall attend a school which has been heretofore approved or which may be hereafter approved from time to time by the Trustees of the Plan or the Director of the Calhoon MEBA Engineering School as being consistent with the purposes of the Plan.

Section 3 *Application Requests for Training and Tuition Reimbursement Outside the Calhoon MEBA Engineering School (CMES)*

Application for reimbursement of tuition fees associated with approved training other than that offered or scheduled at CMES shall be made on a form or forms approved by the Trustees of this Plan.

Section 4 *Receipted Bill*

A paid receipted bill from the approved school for tuition fees shall be submitted with the application for reimbursement.

Section 5 *Approval to Attend Training at a Location Other Than the Calhoon MEBA Engineering School (CMES)*

Requests by members to attend training covered by Section 2 shall be made to the CMES Director by written application, which shall be in accordance with Section 3. Validation of eligibility as per Section 1 shall be made by the CMES Administration. The CMES Director is authorized to approve or deny the request.

Section 6 *Reimbursement*

The member shall be reimbursed for tuition expenses and/or related registration fees for training when:

- advanced application to attend the training is made to CMES and eligibility is validated by CMES;
- the training is approved by the CMES Director in writing;
- evidence of successful completion of the training is provided; and
- evidence of tuition and/or registration fee payment is provided.

A member may receive reimbursement of tuition fees for upgrading of his/her USCG license; however, he/she may be reimbursed once only for the same licensure level and/or type.

Members of and applicants for membership in District No. 1-PCD MEBA, who do not meet the eligibility requirements of Section 1(A), shall be reimbursed the tuition for courses under Sections 1 (E) and 1 (F), when such courses are not provided by, or suitably scheduled at CMES, according to the rules set forth in Sections 1 (E) and (F) and this Section 6.

Section 7 *Maximum Reimbursement Fees*

The maximum reimbursement amount for approved training completed by any eligible member is established by the CMES Administration and as approved by the Trustees.

Section 8 *Reimbursement for Transportation to the National Sealift Training Program at the United States Merchant Marine Academy, Kings Point, New York*

In the case of attendance by an officer at the National Sealift Training Program offered by the Maritime Administration at the United States Merchant Marine Academy at Kings Point, New York, Transportation Reimbursement will be provided in accordance with Article 1, Section 9(b).

Section 9 *Attendance at the Calhoon MEBA Engineering School (“School”)*

An officer who fulfills the requirements set forth in Section 1 shall be entitled to the following benefits in connection with his attendance at the School on and after October 1, 2008:

- a) In accordance with the MEBA Pension Trust Regulations and the Rules and Regulations establishing the MEBA Medical and Benefits Plan, an officer shall receive one day of Pension credit and one day of credit towards medical eligibility under the respective Plans for each calendar day that the officer is attending the School and for which the officer is not otherwise entitled to such credit by virtue of being in covered employment.
- b) Travel Reimbursement
 - (1) *Travel Agency:* The Plan will arrange with an appropriate travel organization for the provision of travel services to participants attending the Calhoon MEBA Engineering School. Use of the contracted travel organization will be mandatory to receive reimbursement of all air travel expenses.
 - (2) *Travel Policy:* Reimbursement for round-trip transportation from the participant’s home of record will be made in accordance with the travel reimbursement policy adopted by the Trustees. The travel policy may, from time to time, be amended by the Trustees.
 - (3) *Home of Record:* The participant’s home of record will be the participant’s primary residence. If a participant’s primary residence is outside of the United States (for this purpose “United States” means the 50 states, the District of Columbia and Puerto Rico), the home of record for the purpose of paying the travel reimbursement will be deemed to be the airport included on a list designated by the Trustees of major Continental United States airports that is closest to the participant’s home of record.
 - (4) *Frequency of Reimbursement:* Reimbursement of round-trip transportation will be afforded to a participant to attend any class of at least one week duration. No more than two round-trip reimbursements will be made during any calendar year. There must be at least a one week break between classes to be eligible to receive a second round-trip transportation

reimbursement. Travel paid or reimbursed by a MEBA Training Plan contributing employer for travel to the School or by the MEBA Medical and Benefits Plan for transportation to the Baltimore MEBA Diagnostic Center immediately before or after an attended class will not be eligible for reimbursement by the MEBA Training Plan.

- (5) *Travel by Train or Bus:* Reimbursement for travel by train or bus shall be based on the actual fare incurred; however reimbursement will not exceed the maximum amount payable had the participant traveled by air and used the Plan's travel organization.
- (6) *Travel by Automobile:* Reimbursement for travel by automobile shall be based upon mileage, payable at a per mile rate not to exceed the IRS mileage allowance then in effect, and will not exceed the maximum amount payable had the participant traveled by air and used the Plan's travel organization. The maximum reimbursable mileage shall be computed on the basis of official automobile club maps. For automobile travel in excess of 400 miles one way, gasoline and/or hotel receipts must be presented to establish actual travel.
- (7) *Payment:* Travel reimbursement will be paid upon course completion.
- (8) *ROS Employment:* In the case of a participant employed as a permanent ROS employee traveling from a ROS vessel, reimbursement from the vessel will be paid in lieu of the participant's home of record.
- (9) *Required Documentation:* For all travel subject to reimbursement, actual travel documentation, including but not limited to, tickets, boarding passes and receipts must be presented.

Section 10 *Reimbursement of Costs to Attend Certain Government Training*

- (a) If a member eligible under Section 1(A) attends a government required training program, which has been approved in advance by the Trustees, and pays out-of-pocket for such training, the member will be reimbursed for tuition fees, room and board and transportation expenses to attend such training in accordance with this Section, provided that: (i) his/her application to attend such training included evidence of written sponsorship of a participating Company; or (ii) the School receives from the government or from a participating Company an amount which equals the reimbursement it will pay to the officer under this Section.
- (b) Frequency of reimbursement is based on contractual training requirements defined by the government for the billet held by or which will be held by the member.
- (c) Expenses authorized for reimbursement are actual, reasonable room and board and transportation expenses incurred in connection with the training. The member shall submit to the CMES Administration paid receipts and proof (certification of completion) that the training was successfully completed. Application for reimbursement under this Section shall be made on applicable forms in accordance with Section 3. Transportation Reimbursement will be provided in accordance with Section 9(b) unless circumstances covered by Section 10 (a) (ii) take precedence.

Section 11 *Appeal Procedure*

If a person files a claim for benefits and payment of the benefits is wholly or partially denied, the Administrator shall, within ninety (90) days of the date the claim for benefit was filed, provide notice in writing to such claimant setting forth the specific reason or reasons for denying payment of the benefit, 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 ninety (90) day period. Such extension shall not exceed one hundred and eighty (180) days from the date the claim was filed.

Any notice sent by the Administrator denying, in whole or part, any claim, shall also make reference to the specific and pertinent provisions of the Regulations 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 right within sixty (60) days of written notification of the denial of the claim, in whole or in part, to request in writing a review by the Board of Trustees of the decision denying the claim.

A claimant whose application for benefits is denied in whole or in part shall have the right to file a request for review of the denied claim within sixty (60) days of the date of the mailing of the written notification of the denial of the claim. The claimant or his duly authorized representative shall have the right to review pertinent documents concerning the claim and to submit issues and comments in connection with the appeal in writing.

All such appeals or requests for review of the decision denying, in whole or in part, any claim, shall be referred by the Administrator to the Chairman and Secretary of the Trustees. If the request for review is made within sixty (60) days prior to a scheduled meeting of the Trustees, the claim shall be referred to the sub-committee of the Trustees for determination. If the request for review or appeal is filed more than sixty (60) days prior to a scheduled meeting of the Trustees, the appeal or request for review may be referred by the Chairman and Secretary to one or more Trustees who shall be delegated to hear and determine the appeal.

A decision on a request for review or appeal shall be made within sixty (60) days after the Administrator's receipt of request for review, 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 shall be furnished to the claimant prior to the extension.

The decision of the Trustees, the sub-committee, or the one or more Trustees to whom is delegated the authority to reach a decision on an appeal or 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 Regulations upon which the decision is based.

Any claimant or person filing an appeal or request for review shall have the right to appear in person and/or by his counsel before the sub-committee of the Trustees or Trustees who have been delegated authority to reach a decision or determination on the appeal. The Trustees hearing the appeal will consider the evidence presented and will listen to argument for a reasonable period time on behalf of the appeal.

Section 12 *Great Lakes Pilotage Stipend*

An Eligible Employee who meets the requirements of Section 1 (A) and acts in the capacity of an observer on a vessel in the United States Great Lakes in order to obtain Great Lakes Pilotage shall be eligible to receive a \$50.00 per day stipend. The stipend is not payable for time spent in transit, nor are transit costs payable, to and from the home of record of the officer and the Great Lakes vessel. An Eligible Employee who receives the stipend under this section 12 is not eligible for any benefits under Article I, Section 9 of the Plan.

Section 13 *Provision of Room and Meals for Attendance at MITAGS*

The Plan shall reimburse room and board, but not transportation, for those deck officers who are engaged in an approved course of studies at the Maritime Institute of Technology & Graduate Studies (“MITAGS”), for which the officer is entitled to reimbursement of tuition from the Plan.

Section 14 *Overpayments*

In the event an officer is reimbursed for tuition expenses and/or related registration fees (“Benefits”) in excess of the amount to which he was entitled pursuant to the appropriate rules, Regulations and interpretations of the Plan, whether on the basis of the Plan’s error or the error or false statements of the officer or a third party, the officer is required to reimburse the Plan in full and the Plan shall be entitled to recover any such Benefits. Future benefit payments, if any, shall be made on the correct and appropriate basis.

The Plan has a constructive trust, lien, and/or equitable lien by agreement in favor of the Plan on any overpaid Benefits received by the officer or a representative of the officer (including an attorney) that is due to the Plan under this Section, and any such amount is deemed to be held in trust by the officer for the benefit of the Plan until paid to the Plan. By accepting Benefits from the Plan, the officer consents and agrees that a constructive trust, lien, and/or equitable lien by agreement in favor of the Plan exists with regard to any overpayment, and in accordance with that constructive trust, lien, and/or equitable lien by agreement, the officer agrees to cooperate with the Plan in reimbursing it for all of its costs and expenses related to the collection of those Benefits.

Any refusal by the officer to reimburse the Plan for an overpaid amount will be considered a breach of the officer’s agreement with the Plan that the Plan will provide the Benefits available under the Plan and the officer will comply with the rules of the Plan. By accepting Benefits from the Plan, the officer affirmatively waives any defense the officer may have in any action by the Plan or Trustees to recover overpaid amounts or amounts due under any other rule of the Plan, including but not limited to a statute of limitations defense or a preemption defense, to the extent permissible under applicable law.

If the officer refuses to reimburse the Plan for any overpaid amount, the Plan has the right to recover the full amount owed by any and all methods which include, but are not necessarily limited to, offsetting the amounts paid against any future Benefits otherwise payable to or on behalf of such officer.

The Plan also may recover any overpaid Benefits by pursuing legal action against the party to whom the Benefits were paid. In the event it is necessary for the Trustees to file suit against an officer or other party in order to collect any amount owed to the Plan arising out of or related to an overpayment or erroneous payment, such officer or other party shall reimburse the Trustees for all reasonable attorneys’ fees and costs of suit, and other professional fees and costs expended in connection with the Trustees’ collection of any amounts owed to the Plan or the enforcement of any of the Plan’s rights to reimbursement. In the event of legal action, the officer shall also be required to pay interest at the rate determined by the Trustees from time to time from the date the officer becomes obligated to repay the Plan through the date that the Plan is paid the full amount owed. The Plan has the right to file suit against the officer in any state or federal court that has jurisdiction over the Plan’s claim.

In the case of a deceased officer, the Plan’s rights apply to the decedent’s estate and the estate is required to comply with the Plan’s rules and procedures to the same extent as an officer.

Article II Training Program

The Training Program has been instituted to prepare properly trained personnel to qualify for their initial Maritime Engineers' Licenses from the Coast Guard.

Section 1

The training program shall be for a period of 3 years which shall consist of two years of studies at a school to be designated by the MEBA Training Plan and one year of trainee employment as a cadet engineer on District No. 1-MEBA and its designated affiliates contracted vessels pursuant to agreement between MEBA and the owners or operators of such vessels.

In connection with the administration of the MEBA Training Plan, such cadets who are awaiting assignment to a position on a vessel for their one (1) year of sea training may be assigned to a vessel (of any Participating Company which has so agreed in a collective bargaining agreement with the Union) where there is no vacancy in any licensed engineer rating when at the time of assignment there is no vessel available which has a lesser complement of licensed engineers than the required manning to which the cadet as a matter of practical administration could be assigned. A cadet so assigned to a vessel where there is at the time no vacancy for a licensed engineer shall be paid the same compensation as presently provided under the Training program, but the employer shall not be obligated to make any other contribution to the MEBA Plans in connection with any such cadet for a period of his employment on the vessel. The number of applicants to be admitted from time to time as cadets to the MEBA Training Plan shall be subject to the decision of the Trustees of the Plan. The rate of admission as of June 16, 1969 shall not be increased without the consent of a majority of the Employer Trustees.

Section 2

Upon completion of their full 3-year course of training, trainees shall sit for their examinations for their U.S. Coast Guard Licenses as Marine Engineers and after such trainees have been licensed they are to be available for employment on District No. 1-MEBA and its designated affiliates contracted vessels for a minimum period of 3 years with a minimum employment during that period of 200 days per year. In the event the trainee is drafted into the United States Armed forces or is physically incapacitated from engaging in such employment prior to completing such minimum requirement of employment, then following completion of the draft status or physical incapacity, the trainee shall complete the required minimum amount of employment.

Section 3

In order to ensure the success of the program, accepted trainee applicants who fail to perform their obligation to complete the training course, or after having completed the training course fail to carry out their obligation to make themselves available for employment as Licensed Marine Engineers as noted above, will be liable to the MEBA Training Plan for the full cost of their training.

Section 4

Persons shall be qualified to participate in such training program provided they are between the ages of 17 and 31, are of good moral character, have the citizenship qualifications of a U.S. Coast Guard License as a Marine Engineer, have a high school or its equivalent educational training, and shall have executed an agreement with the MEBA Training Plan or its predecessor and MEBA in such form as may be determined by the Trustees and MEBA.

Section 5

Persons who wish to participate in the training program shall make written application therefor on a form to be supplied by the MEBA Training Plan. The Trustees shall have the absolute discretion and final authority to approve applicants for participation in the training program.

Section 6

The Plan shall bear the expenses of tuition costs for each trainee who is accepted for participation in the program and shall pay room and meals for each trainee while he is engaged in the course of studies at a designated school. In addition, the Plan shall pay to such trainee an amount as determined by the Trustees for each month of the two-year period he is pursuing studies at a school designated by the MEBA Training Plan. For the initial assignment to a vessel following any period of training at the School, the plan shall bear the cost of transportation of the Cadet to the assigned vessel from the School or from his home or from elsewhere, provided that in no case shall the payment be greater than for the cost which would have been incurred if the transportation was from the School to the assigned vessel. The Plan shall also bear the transportation cost for any subsequent reassignment and the transportation cost from the vessel to the School.

Section 7

The Trustees reserve the right in the exercise of their absolute discretion to provide the necessary relief for individual hardship cases resulting from illness or other incapacitation of any trainee while at school or during his employment on board vessels to which he had been assigned in furtherance of the training program.

Section 8

All Resolutions and Rules and Regulations previously adopted by the Trustees of the MEBA Health and Welfare Plan and MEBA Welfare Fund for the administration of their respective Upgrading, Retraining and Training programs, not inconsistent with the foregoing shall be deemed as having been approved and ratified by the Trustees of this Plan for its administration.