

THE ANDREW FURUSETH SCHOOL OF SEAMANSHIP TRAINING TRUST

Training Benefit Guidelines

Revised and Amended June 19, 2019

The Andrew Furuseth School of Seamanship Training Trust (“the School”) provides a training benefit to all qualified participants and apprentices. The Training Benefit is funded through man-day contributions as defined in certain of the collective bargaining agreements negotiated by the Sailors' Union of the Pacific and other sources such as government grants, etc. The purpose of the Training Benefit is to enable all qualified and eligible Plan participants and qualified apprentice registrants the opportunity to access training courses required under Domestic and International regulations to either become or remain an active SUP mariner in the United States Merchant Marine.

The School is charged with the responsibility of administering the Training Trust Benefit. The mission of the School is to assist all eligible participants in identifying and accessing the appropriate training to fulfill all existing regulatory requirements and remain active in the industry as required by SUP collective bargaining agreements. While the School has final decision-making authority over all training, training provider arrangements and bookings, reimbursements, and other training related issues, the Board of Trustees of the Andrew Furuseth School of Seamanship Training Trust (the “Board”) has delegated day-to-day responsibility for administering the School to an Executive Director – this includes the discretionary authority to make initial determinations of eligibility to participate or the availability of benefits from the School. The School is responsible for the selection and identification of the training needs of Plan participants, the selection of training providers and the rules governing all aspects of the training process. While this document sets forth the terms and conditions for receiving benefits from the School, it is subject to the terms of the Andrew Furuseth School of Seamanship Training Plan Trust Agreement, as amended, any other policies adopted by the Board and applicable bargaining agreements.

Eligibility Requirements

1. Must have completed application on file with Andrew Furuseth School of Seamanship that has been approved by the School. All applications will expire one (1) year after receipt of application. Applications may be completed and received at any time, but eligibility is subject also to availability in terms of both ability to attend and responses to notification of eligibility for requested and open training billets. In general, this means that without a favorable response from the applicant within a reasonable period of response time subject to the practicalities of booking arrangements, etc., eligibility will expire. Subject to certain reasonable exceptions required by manning and other requirements as determined by the School or the Executive Director on behalf of the School, present employment of candidate is a generally understood to be an eligibility disqualifier on a prospective basis.
2. SUP member with Class A, Class B or Class C seniority, or a registered applicant subject to conditions outlined below.
3. Must be registered with the SUP, and current with all fees and dues.
4. Must be eligible for the SUP Welfare Plan medical benefits coverage through covered employment or be designated as an apprentice who the trustees believe will be covered by a collective bargaining agreement between a contributing employer to the School and the SUP following completion of training.
5. Applicants for training shall possess a valid U. S. Merchant Mariner Document.
6. Must be fit for duty and able to pass a sign on physical within one month of scheduled training .

7. In order to attend any government training required by SUP contract a participant must be able to pass a Military Sealift Command physical examination within one month of the scheduled commencement date . For military or government training with MSC physical requirements a self-certification of fitness for duty (CL-7 form) must be completed and trainees may be subject to pre-training physicals as required by the qualifications in the contract or RFP requiring the training. Any potentially disqualifying conditions related to the physical qualifications may require medical clearance by a doctor in advance of training.
8. Candidates otherwise eligible for government training must also be without felony convictions or open charges, nor can any candidate be convicted (or have pending charges) of domestic violence offenses. A valid and good faith completion of form DD-2760 and LAWDADD is also required.
9. In order to apply for and attend any government training required by SUP contract a participant must present a negative TB test document no older than one month and be able to pass a Military Sealift Command physical examination and have no felony or domestic violence convictions.
10. Selection criteria for certain training may depend on a variety of factors including but not limited to seniority, date of application, availability at the time of training, eligibility for benefits, employability in the job that requires the training, eligibility for all required modules of training, dues and registration status.

Training Approval

The School must approve all individual training plans in advance.

The failure to receive prior approval of the School shall result in the withdrawal of funding for the training and/or the rejection of any School responsibility for reimbursement of the costs of training (this means that a trainee may be responsible for the cost of such training he has received without prior approval). As the entity responsible for all training and training related issues, the School reserves the right of final approval of all training arrangements. This is done to allow the School to control the costs associated with training, maintain compliance with various reporting standards, and protect the individual participant from making inappropriate training decisions. The School will advise and assist all participants with every aspect of the training process to ensure the best options available are selected. In addition, the School will handle all the arrangements for any approved training if a participant wishes it to do so. However, in order for the School to properly fulfill its mission, individual participants shall inform the School in advance of their training plans and be willing to work with the School to reach a mutually acceptable solution in normal training events and in the event of any problems.

Training Categories Covered by the Training Benefit

Mandatory Training:

Training that is required for all mariners under either Domestic or International regulations. In addition, mandatory training includes all training that is specified as required in applicable existing Sailors' Union of the Pacific collective bargaining agreements over and above the minimum that is required for possession of a Merchant Mariner Credential and for work under SUP contract. Generally speaking, entry-level mariners will be required to conduct and provide their own entry-level training for Basic Training, Security Awareness, or Vessel Personnel with Designated Security Duties. Some types of mandatory training are recognized below:

1. STCW 95 Basic Training
 - a. Basic Training including
 - i. Basic Fire Fighting
 - ii. Basic First Aid
 - iii. Personal Survival
 - iv. Personal Safety and Social Responsibility
 - c.
 - d.

- e. Basic Training Revalidation (1 or 2 days)
 - f. Basic Training Refresher (3 days)
2. Government Vessel Training (Military Sealift Command (MSC) Training or Maritime Administration training for the Ready Reserve Force):
- a. Chemical, Biological, Radiation Defense Warfare
 - b. Basic Damage Control
 - c. Vessel Familiarization
 - d. Anti-Terrorist Briefing
 - e. Basic Forklift Operations
 - f. Basic Explosive Materials Handling
 - g. Small Arms Handling and Safety
 - h. Security Reaction Team/Force
 - i. Basic and Advanced Security Watchstanding
 - j. Helo Fire-fighting
 - k. MSC Environmental Protection
 - l. Landing Signal Enlisted

Discretionary Training:

This category includes any training that is not required by either domestic or international regulations. In general, this is training intended to enable an individual to upgrade his or her United States Merchant Marine Document (USMMD). However, the candidate for training must be eligible for employment for a position under applicable SUP collective bargaining agreement where such training is required. The candidate must also acquire a U. S. Coast Guard letter of sea time authorization for upgrade training approval. Presently, this category of training includes but is not limited to the following courses:

- 1. Lifeboatman
- 2. Able Seaman
- 3. Tankerman Assistant
- 4. Tankerman P.I.C. (Person in Charge)
- 5. Rating Forming Part of a Navigational Watch
- 6. Other training as necessary by SUP contract.

Funding Policy

Funding Provided for Training

- 1 Tuition
- 2 Transportation: Subject to the provisions outlined in the transportation section.
- 3 Lodging: Subject to the provisions outlined in the lodging section.
- 4 Per Diem/Meals: Subject to the provisions outlined in the section concerning meals and receipts.

Funding Provided for Discretionary Training

- 1 In situations where tuition reimbursement is request only training courses that are approved by the School will be considered.
- 2 The School will offer all the assistance it can to any eligible Plan participant who wishes to upgrade his documents. This includes assistance in locating training providers, scheduling and enrollment.

- 3 Failure to attend or complete training will require prompt reimbursement to the School of all costs incurred including any pre-booked airfare or lodging or other unrecoverable costs. Failure to reimburse School costs can render ineligible any trainee's future training requests or pending reimbursements until the School has been fully reimbursed. A report of failure to complete the training will be delivered to the Sailors' Union of the Pacific.

Funding Provided for Transportation to Mandatory Training Classes Approved By the School

- 1 In order to qualify for transportation payments a participant must live at least 100 miles from the nearest training facility. Within that geographic area participant trainees are expected to make their own arrangements for transportation.
- 2 The Training Fund will provide round trip airfare from the major airport nearest to the participant's U. S. mailing address to the training facility. This will be based on a 21-day advance purchase, coach fare..
- 3 The Training Fund may provide van or shuttle transportation at the destination to take the Plan participant to and from his hotel on arrival and departure.
- 4 The Training Fund will not cover any additional costs resulting from the action or inaction of the participant. All additional costs are to be borne by the participant.

Funding Provided for Lodging

- 1 Lodging will only be provided if a Plan participant lives at least 100 miles from the nearest training facility.
- 2 The Andrew Furuseth School of Seamanship will only cover the cost of the room. All additional charges of any kind are the responsibility of the Plan participant.

Allowance for Meals

The Training Fund will reimburse those Plan participants attending training away from their homes for actual expenses evidenced by receipt up to the amount specified in the Offshore APL and Matson Agreements, presently \$40.00 per training day. This amount will only be paid for actual meals per single day and supported by adequate documentation/receipt. This does not include:

1. Alcohol
2. Sundries including miscellaneous food items not directly related to a meal.
3. Gratuities
4. Entertainment
5. Room Service
6. Transportation (i.e. taxi or bus fare) except as authorized by the Andrew Furuseth School of Seamanship.

Reimbursement Requirements

A participant will be reimbursed for certain out of pocket expenses associated with an approved training course. Depending upon individual circumstances these expenses may include:

7. Travel Costs
8. Lodging Costs
9. Subsistence Costs
10. Tuition Costs

In order to receive a reimbursement the participant must be attending pre-approved training, along with a copy of his or her certificate of course completion and all receipts related to out of pocket expenses to the

School in a timely manner. All receipts must be itemized and contain the following information to be considered for reimbursement:

1. Name of the establishment at which the expense took place.
2. The date of the expense.
3. A clear delineation between the various items on the receipt so that the Plan can make an accurate determination of which are suitable for reimbursement.
4. The Plan will reimburse participants for the dates of the training. Travel days expenses are reimbursable upon preapproval.
5. In the case of an airline ticket a copy of the ticket, a credit card receipt or a cancelled check will suffice as proof.

Course Completion Requirement

In order for a Plan participant to receive funding from the School he or she must successfully complete the pre-approved training course. Failure to successfully complete a training course will result in the withdrawal of funding for the course in question as well as any future training courses. The participant will be required to promptly assume responsibility for all the costs associated with the uncompleted course and reimburse the AFSS of any costs incurred. This includes the costs of transportation, lodging and food along with the tuition for the course. In addition, all future training courses for a participant who has failed a course will be handled on a reimbursement basis only. Any such reimbursement will depend on the successful completion of the training and the gaining of the endorsement or credential that required the training. The only proof of successful completion that the School will accept is a valid certificate from the training provider attesting to the participant's successful completion of the course. No other form of proof will be accepted.

Appeal Process

If for any reason a trainee is dissatisfied with a reimbursement or selection or eligibility decision, he or she can appeal the matter to the Executive Director within 30 days of receipt of a denial of reimbursement or an application to attend a training class provided by the School. If the Executive Director denies the first level appeal, the trainee can file a second level appeal with the Board of Trustees for the Andrew Furuseth School of Seamanship Training Trust within 30 days of receipt of a denial by the Executive Director. All appeals must be in writing addressed to the Executive Director or the Board of Trustees as applicable, Andrew Furuseth School of Seamanship Training Trust, 450 Harrison St., San Francisco CA, 94105. Any appeal to the Board will be determined at its next regularly scheduled Board meeting unless received within 30 days of such meeting in which case, such appeal will be heard at the second meeting following its receipt of the appeal.