



**INTERNATIONAL
BROTHERHOOD
OF ELECTRICAL
WORKERS®**

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www.ibew.org

LONNIE R. STEPHENSON
International President

KENNETH W. COOPER
International
Secretary-Treasurer

Dear Member:

On behalf of the Officers, Executive Council and the thousands of union members of the International Brotherhood of Electrical Workers, I welcome you. You are among the over 700,000 hard working men and women who are members of the IBEW, a part of the American Federation of Labor and Congress of Industrial Organizations, AFL-CIO.

For some of you this may well be your first union experience and the material in this New Member Kit is for your benefit. It was designed to educate you on the history and structure of the IBEW as well as highlight the importance and value of union membership. You will also find information that is unique to members working in the rail industry. In addition to what is in this kit, you may obtain more information on the IBEW and railroad issues by visiting our website at www.ibew.org and going to the "Railroad Department" section.

As your leaders, we are committed to bringing strong and effective union representation to your workplace. We are also committed to extending ourselves beyond the scope of the union bargaining table and into the community. We do this because IBEW members interests should and do reach far beyond the workplace and out into their neighborhoods and communities. I feel very strongly about membership participation because of the firm belief that "the members are the union."

The wages and benefits provided in your contract were not given to you by your employer. They are the result of a process called "collective bargaining" between your union and your employer. Your union contract is your security and contains all your rights and privileges. Guard them zealously. In addition to providing you with the best possible wages, benefits and working conditions in your industry, above all it enables you to have pride and dignity on the job.

If you are happy with your union, tell a friend; if you become unhappy with your job, tell your union. We stand ready to serve your needs.

With best wishes, I am

Fraternally yours,

Lonnie R. Stephenson
International President

LRS:rmd

Members Urged to Join the 'A' Team

‘A’ Members Have Security

Today, only “A” members of the IBEW participate in the IBEW Pension Benefit Fund through which they may later become eligible to receive a monthly pension benefit. Additionally, named beneficiaries of “A” members may receive a \$6,250 death benefit if death occurs by natural causes or \$12,500 for those who die by accident. “A” members need only hold IBEW membership for six months for their named beneficiary to receive the death benefit. Said International President Edwin D. Hill:

When you become an “A” member, you benefit yourself, but more importantly, you strengthen the union’s long-term commitment to its members and guarantee a lifelong connection to the IBEW

The beneficiaries of retired “A” members may also be eligible for a death benefit between \$3,000 and \$6,250, depending upon how much the member has received in pension benefits at the time of their death. However, this amount never falls below \$3,000.

When “A” members are placed on pension with the IBEW Pension Benefit Fund, dues payments to their local unions cease.

“A” members who meet the qualifications for pension may also receive a monthly benefit from the IBEW Pension Benefit Fund. Currently, when “A” members submit dues to their local unions, \$18 of that payment represents their participation in the fund. “A” members (for example) who reach age 65 and successfully apply for pension after 20 years of participation in the fund will receive a monthly benefit in the amount of \$90 for the remainder of their life. Many members, however, acquire far more than 20 years of participation by the time they reach retirement age. Plan trustees have reported that after three-and-a-half years, “A” members receiving a pension benefit from the IBEW Pension Benefit Fund have already surpassed their total contributions to the fund during their years as active “A” members.

For “A” members with 20 years or more, those who meet the qualifications for pension may apply for early retirement between the ages of 62-64, but will experience a 6.66% reduction in monthly payments for each year or part thereof that they are under the age of 65 at the time they begin to receive a benefit.

A description of the IBEW Pension Benefit Fund is contained within Article XI of the IBEW Constitution, available online [HERE...](#)

‘A’ Members Have a Voice, Stay Connected

Active “A” members, as well as those who are receiving a benefit from the IBEW Pension Benefit Fund, continue to receive this newspaper, *The Electrical Worker*. When an “A” member retires from the IBEW, the relationship he may have with the IBEW may change, but it doesn’t end. There are currently over 100,000 IBEW members who are receiving a monthly benefit from the IBEW Pension Benefit Fund. Those retired “A” members continue to play a part in strengthening the IBEW; and although they may no longer be active members, they remain important.

‘A’ Membership is Open to All

Half of all IBEW members hold “A” membership, but “A” membership is available to all IBEW members. Any questions about membership type can be directed to your local union office.

Effective January 1, 2017, monthly dues are \$36, with \$18 attributable to the IBEW Pension Benefit Fund.

All the facts about “A” membership and the forms to join up are available online.

IBEW PAC Funds

IBEW PAC Voluntary Fund (Federal or Hard Money)

- Used for the purpose of making direct contributions to federal candidates
- Only voluntary contributions from IBEW members may be deposited into this fund (No General Treasury Funds)
- All contributions made to this fund must meet guidelines set by the Federal Election Committee (FEC) which include:
 - Voluntary contributions from US IBEW members only
 - Name and amount of each contributor is required to be recorded
 - Sent within 30 days of receipt from individual
 - Can be temporarily deposited in non-interest bearing account
 - Can be temporarily deposited into the general fund – Letter Required

IBEW PAC Educational Fund (Soft Money)

- Contains funds raised that do not meet the FEC guidelines
- Contributions made from the local union general treasury
- Can be used for:
 - Non-federal candidates/committees
 - GOTV
 - Fundraising
 - Political Education

The Process

- Contributions are collected by the local union or employer (in case of check-off) and forwarded to the IBEW PAC.
- The IBEW PAC deposits the funds into the correct account.
- The IBEW PAC registers and reports contributions as required by federal and state law.
- The local union chooses a candidate or issue to support and submits a Political Contribution Request (PCR) via local union connections to the IBEW PAC for a contribution to be made.
- The PCR is submitted for review and approval from IP Stephenson.
- Upon approval, a check is disbursed and forward back to the Local for distribution to the candidate or organization.
- Local union sets up meeting or attends political event to hand deliver contribution.

Local Union Officer Contacts

Title: President
Name: _____
Address: _____

Phone: _____
Email: _____

Title: Local Chairman
Name: _____
Address: _____

Phone: _____
Email: _____

Title: Financial Secretary
Name: _____
Address: _____

Phone: _____
Email: _____

Monthly Meetings

Location: _____
Address: _____

Date: _____
Time: _____

System Council Contact

Title: General Chairman
Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

The Railway Labor Act Simplified

Purpose For Legislation

To avoid work stoppages that threaten to substantially interrupt interstate commerce to a degree such as to deprive any section of the country essential transportation services.

Railway Labor Act Enacted

Decades of railroad labor unrest which included widespread and often violent work stoppages frequently pitted federal soldiers against striking railroad workers. In 1924, President Calvin Coolidge urged both Railroads and Unions to recommend legislation for better labor/management relations and reduce the threat of railroad shutdowns. Railroads and their unions jointly drafted legislation, whose premise is that arms-length negotiations (jaw-jaw, not war-war) promote more stable labor relations. Formally signed by President Coolidge on May 20, 1926, this new law was designated the Railway Labor Act of 1926 (RLA).

The RLA was the first federal law guaranteeing the right of workers to organize and join unions and elect representatives without employer coercion or interference.

The RLA makes it the duty of all carriers and their employees to exert every reasonable effort to voluntarily settle disputes.

Who is covered by the RLA

The RLA applies to freight and commuter railroads, airlines, companies directly or indirectly controlled by carriers who perform services related to transportation of freight or passengers and the employees of these railroads, airlines and companies.

The RLA contains five basic purposes

- To avoid any interruption to commerce.
- To ensure an unhindered right of employees to join a labor union (added in 1934).
- To provide complete independence of organization by both parties to carry out the purposes of the RLA.
- To assist in the prompt and orderly settlement of disputes covering rates of pay, work rules, or working conditions.
- To assist in the prompt and orderly settlement of disputes growing out of grievances or out of the interpretation or application of existing contracts covering the rates of pay, work rules or working conditions.

“Major” and “Minor” Disputes

Major Disputes—matters affecting rates of pay, rules and working conditions; and, making or modification of the collective bargaining agreement between the parties. Almost total reliance upon collective bargaining for dispute settlement. Self-help permitted after negotiation and mediation procedures are exhausted.

Minor Disputes—grievances growing out of the interpretation or application of collective bargaining agreements. National Railroad Adjustment Board (NRAB) or alternative boards of adjustment have exclusive jurisdiction over grievance disputes. Self-help not allowed.

Collective Bargaining Agreements (CBA's) under the RLA

Contracts remain in force until changed. Either party seeking to amend existing CBA's must provide 30-day written notice as to desired changes. (Section 6 RLA). There is no time limit by which contracts must be negotiated to avoid a work stoppage. Under Section 6 of the act either side may propose changes to an existing collective bargaining agreement, but agreements (for purposes of stability and labor peace) generally contain agreed upon moratorium clauses that provide no change may be demanded on specified subjects for a prescribed period of time.

Once Section 6 notices proposing changes to an existing agreement have been served, the parties must maintain the status quo (no strikes or lockouts or promulgation of changes) until all procedures of the RLA have been fully exhausted.

For major disputes over wages, benefits and working conditions, the RLA provides for a three-member National Mediation Board, appointed by the president and confirmed by the Senate, with the power to mediate any dispute between carriers and their employees at the request of either party or upon the board's own motion.

There is no time limit on the mediation procedure. The NMB controls the schedule of talks and only the NMB may release the parties from mediation.

If the NMB is unable to bring about an amicable settlement of the controversy through mediation, the board is required to use its influence to induce the parties voluntarily to submit to binding arbitration. The law is specific in that arbitration is voluntary and not compulsory.

If both sides voluntarily agree to binding arbitration, an Arbitration Board of up to six members is to be established. Carriers and labor each select an equal number of arbitrators, who then select the additional member or members.

Presidential Emergency Board

If either labor or management decline voluntary arbitration, and if in the opinion of the NMB the continuance of the controversy threatens substantially to interrupt interstate commerce in any section of the nation, the NMB is required to notify the President of the United States, who may, at his discretion, create a fact-finding Presidential Emergency Board.

The parties must maintain the status quo (no strikes or lockouts) for 30 days. If the president chooses not to appoint an emergency board, strikes or lockouts may occur after the 30-day cooling-off period.

Emergency boards are comprised of neutral members whose job is to make an investigation and submit to the president, within 30 days of its creation, a fact-finding report with non-binding recommendations for procedures or terms on which a dispute might be settled. During this period, the parties must maintain the status quo (a second 30-day cooling-off period).

Upon submission of the PEB report, the parties are required to maintain the status quo for an additional, or third 30-day cooling-off period (they may mutually agree to extend the period of status quo). The non-binding recommendations of the PEB are expected to carry the weight of public opinion and induce a voluntary agreement among the parties.

At this point, the RLA has run its course. If no agreement has been reached, either side becomes free to act in its own economic interests -- a work stoppage (or strike) by labor, a lockout by management, or unilateral implementation of management proposals (that generally would force a work stoppage).

However, Congress frequently imposes its own settlement. Such congressional action is not part of the RLA. The constitutional authority for Congress to impose its own settlements is found in Article 1, Section 8 of the Constitution's commerce clause.

NMB conducts elections

NMB defines the craft/class of employees eligible to vote extending to all employees performing a particular job function throughout the company's operations, not at particular site or region. Union must produce authorization cards or other proof of support from at least 35% of the craft or class if not represented; and 50% + 1 if employees are represented. RLA contains no unfair labor practice procedures; however, the NMB is required to insure the choice of representatives without interference or coercion by the carrier and can decide to run another election if it finds that carriers conduct violated the obligations under Section 2.

Examining the RLA

Amended significantly only twice:

- To create the NRAB to arbitrate minor disputes.
- To include Airlines under the act.

Railroad Retirement Board (RRB) Benefits

As a railroad employee, certain retirement and disability benefits may be available to qualified railroad employees and spouses.

Railroad Retirement is a program similar to, but legislatively and administratively separate from, the Social Security system. The two systems (Social Security and Railroad Retirement) are closely coordinated with regard to earnings credits, benefit payments and taxes.

Railroad Retirement provides retirement benefits and comprehensive survivor and unemployment-sickness programs for the nation's railroad workers and their families. Railroad Retirement is administered by the Railroad Retirement Board (RRB), an independent agency in the executive branch of the Federal Government. Key RRB responsibilities are defined under the federal Railroad Retirement and Railroad Unemployment Insurance Acts. The RRB also has administrative responsibilities under the Social Security Act for certain benefit payments and railroad workers' Medicare coverage.

Basic Benefits

The Railroad Retirement Board administers retirement/survivor and unemployment/sickness insurance benefits for railroad workers and their families.

This is a governmental system/payroll tax that both Union Pacific and employees pay into over the course of their careers, and is analogous to social security for non-railroad industries.

When you retire, whether you have nonagreement or agreement employment, you may also be entitled to a Railroad Retirement Benefit provided by the Railroad Retirement Board.

Basic Service Requirement

The basic service requirement for a regular employee annuity is 10 years of creditable railroad service or 5 years of creditable railroad service if such service was performed after 1995. Service months do not need to be consecutive.

Credit for a month of railroad service is given for every month in which an employee had some compensated service for an employer covered by the Railroad Retirement Act, even if only one day's service is performed in the month.

How are Railroad Retirement Benefits Calculated?

- Railroad Retirement benefits are based on months of service and earnings credit.
- Earnings are creditable up to certain annual maximums on the amount of compensation subject to railroad retirement taxes.

Railroad employees and employers pay a Tier I tax which is the same as the Social Security tax. Employees and employers also pay a Tier II tax which contributes to financing Railroad Retirement benefit payments in excess of coverage provided under Social Security.

2017 Employee Tax Withholding:

- Tier I - 6.2 percent (Maximum earnings taxed is \$127,200)
- Tier II - 4.9 percent (Maximum earnings taxed is \$94,500)
- Medicare (Tier III is a term that only UPRR uses internally) - 1.45 percent (All earnings taxed) **Starting in 2013, an additional tax of 0.9 percent will be withheld by the employer on earnings over \$200,000.*

2017 Employer Tax Withholding:

- Tier I - 6.2 percent
- Tier II - 13.1 percent
- Medicare - 1.45 percent (no earnings limit - additional 0.9 percent only applies to employees)

What are the Benefits to You?

The [Railroad Retirement Board website](#) illustrates prospective benefits under the two systems. Assuming employees have similar work histories and receive maximum monthly benefits, a person receiving Railroad Retirement would collect \$2,700 a month. Under Social Security, the person would receive \$1,400 per month.

If you leave the railroad within 5 years of employment, your Tier I benefit will be transferred in total to the Social Security system. Employees with at least 10 years (120 months) of creditable railroad service, or at least 5 years (60 months) of creditable railroad service after 1995, are vested in Railroad Retirement and eligible for retirement and disability annuities.

When is a Railroad Retirement Board Annuity Paid?

A Railroad Retirement annuity cannot be paid until the employee stops railroad employment and files an application to begin receiving his/her monthly annuity.

The earliest that Railroad Retirement benefits may begin is either age 60 with 30 years of qualifying railroad service, or age 62. If you have 30 years of railroad service, you are eligible to draw an unreduced Railroad Retirement benefit at age 60. Otherwise, retirement annuity reductions are applied to annuities awarded before full retirement age, which ranges from age 65 for those born before 1938 to age 67 for those born in 1960 or later. You may wish to contact a financial advisor to help you make the best decision.

Applying for a Railroad Retirement Annuity

Your Railroad Retirement annuity does not begin automatically – you must apply for benefits by contacting the nearest Railroad Retirement Board office. To contact your local RRB office, call (877) 772-5772 or use the [RRB Zip Locator](#) at www.rrb.gov to find the office nearest you.

Applications for a Railroad Retirement Annuity are accepted by the Railroad Retirement Board up to three months in advance of an annuity beginning date. Since the rules and requirements are complex, applicants should contact their local Board office for a pre-retirement consultation.

Spouse Annuities

The Railroad Retirement Board generally provides a “Spousal Annuity” that is payable once the spouse reaches a certain age, which is dependent on the employee’s age, date of retirement and the employee’s years of railroad service.

- If a retired employee with 30 years of service is age 60, for example, the employee’s spouse is also eligible for an annuity the first full month the spouse is age 60.
- If a retired employee with less than 30 years of service is age 62, the employee’s spouse also is eligible for an annuity the first full month the spouse is age 62.
- Early retirement reductions are applied to the spouse annuity if the spouse retires prior to the full retirement age, which ranges from age 65 to age 67, just as for an employee, depending on the year of birth.

Employee and Spouse Annuity Estimates

Railroad employees can get [estimates of future annuities](#) for themselves and their spouses through the Railroad Retirement Board (www.rrb.gov).

- Estimates are based on the service and earnings records maintained by the Board and show the earliest date the employee can receive a full annuity and, if applicable, the earliest date the employee can receive a reduced annuity.
- Nonagreement employees can also review their company-provided Annual Benefits Statement for an estimate of their Railroad Retirement benefits at ages 60 (if eligible), 62 and 65.

Working After Retirement

- Neither a regular Railroad Retirement annuity nor a spouse annuity is payable for any month in which a retired employee works for an employer covered under the Railroad Retirement Act, including labor organizations.
- If you have retired and then choose to return to work for a railroad or for a non-railroad employer, you should notify the Board to understand the implications to your benefits.

More Information

For information not included here, visit the [Railroad Retirement Board Website](#). Using the [Zip Locator](#) feature, you also can find the contact number for the Railroad Retirement Board office nearest you.

This page is intended to summarize certain features of your Railroad Retirement Board benefits. It is not intended to serve as a complete benefit summary. For information not included in this document, please review to the Railroad Retirement Board Website at www.rrb.gov.

Unemployment and Sickness Benefits for Railroad Employees

As a railroad employee, you are no longer covered under Social Security. Your retirement, unemployment insurance, and sickness benefits are administered by the Railroad Retirement Board (RRB). Your Railroad Retirement is a 2-tier benefit. Tier 1 is a Social Security equivalent (any prior Social Security earnings will be rolled into your RR Tier 1), and Tier 2 is a private pension for railroad workers. The Railroad Unemployment Insurance Act provides unemployment benefits for those who become unemployed but are ready, willing, and able to work; and sickness benefits for those who are unable to work because of sickness or injury, including sickness benefits to female rail workers for periods of time when they are unable to work because of pregnancy and childbirth. A new benefit year begins each July 1. For Unemployment benefits, you must file within 30 days of the first day you wish to claim, Sickness benefits within 10 days of the first day you wish to claim sick. Applications for Unemployment and Sickness benefits, and additional information about benefits, are available on the RRB website at www.rrb.gov, or you may call them toll free (877) 772-5772. An application is considered filed on the day it is received by the RRB. ***If you file late you may lose benefits.***

Aetna Supplemental Sickness Benefit (SSB) Plans

In addition to Railroad Retirement Sickness Benefits, you are entitled to up to one year of Supplemental Sickness Benefits administered by Aetna Insurance Company.

HOW TO FILE A CLAIM

Telephone

Members can call dedicated toll free number to file a claim.

- **(800) 205-7651**
- Live reps are available Monday through Friday, 8:00AM to 8:00PM EST
- The Intake Representative will walk through the disability form with you over the phone to ensure an accurate completion of the request
- Immediately after completion, a claim reference # will be provided, which is proof a claim has been filed and the prime locator for the claim in the future

Online via the Internet

Registered members have 24x7 access to Workability, Aetna's online disability system.

- Website is www.aetnadisability.com

THINGS TO REMEMBER ABOUT SSB

- Claims must be filed with and approved by the RRB to be eligible for Supplemental Sickness Benefits.
- RRB does not have to approve disability benefits prior to you filing your SSB claim with Aetna. File your SSB claim right away.
- Claims must also be separately filed with Aetna to determine eligibility for SSB, and amount/duration of benefits.
- Maximum length of benefit payments is 12 months.
- ***Supplemental Sickness Benefit claims must be filed with Aetna within 60 days of Date of Disability or you will lose these benefits.***

Information about these benefits may also be found through links on the IBEW website under the "Railroad Department" section.

About the Federal Employers' Liability Act

GENERAL —Injured railroad workers are covered by the Federal Employers' Liability Act (FELA) which was enacted in 1908. The United States Congress passed the FELA to reduce the appalling accident rate in the industry and promote uniformity in railroad equipment and practices.

Basically, the Acts applies to railroads and their employees. The Act was passed because the railroads failed to develop safety measures to protect their employees. Essentially, the FELA provides:

"Every common carrier by railroad while engaging in commerce...shall be liable in damage to any person suffering injury while he is employed by such carrier in such commerce, or, in case of death of such employee,...for such injury or death resulting in whole or part from the negligence of any of the officers, agents or employees of such carrier, or by reason of any defect or insufficiently, due to its negligence, in its cars, engines, appliances, machinery, track roadbed...or other equipment."

The FELA is the exclusive remedy for most claims an employee may have against his employer. A FELA case may be brought in either federal or state court.

LIABILITY — FELA is not a workers' compensation act. Under FELA you are entitled to collect a claim if there is evidence that the injury was caused, in whole or part, by fault or negligence on the part of the railroad, including the failure of the railroad to provide a reasonable safe place to work. The FELA claimant must prove fault on the part of the employer.

If the railroad did nothing wrong, you are responsible for your injury.

NEGLIGENCE — To prove fault by the railroad, you must show that the railroad was negligent. The most important concept of negligence is that there is a duty to furnish the employee a reasonably safe place to work. This duty of the railroad may not be transferred in any manner. It does not matter that the employee is at an industry or another railroad when injured. A showing of negligence requires proof that:

- the railroad has been guilty of a lack of due care under the circumstance, or
- has failed to do what a reasonable and prudent person would ordinarily have done under the circumstances, or
- has done what a person under the existing circumstance would not have done.

Exceptions to the requirement of proof of negligence are the existence of a violation of the Federal Safety Appliance Act or the Boiler Inspection Act, which involve the failure of the railroad to provide certain very specific safety equipment. Most of these violations involve equipment used by operating craft employees.

EMPLOYERS' DUTIES — Employers covered by the FELA have the general duty to provide a reasonably safe work environment. This duty is absolute, continuous and nondelegable. The definition of what constitutes

"reasonably safe" may need to be decided by a jury. The mere fact that an accident occurs does not mean that the railroad failed to provide a reasonably safe place to work. This is why it is important for any employee who is involved in an accident, to report the accident immediately and to identify negligence and/or defective equipment causing accident and/or injury.

STATUTE OF LIMITATIONS — The statute of limitations for a FELA action is three years from the day the cause of action occurred. For occupational diseases, when there is an uncertain date of injury, the statute may begin running when the effect of the disease is discovered.

DAMAGES — Workers have a choice to go to court and have a jury decide whether they are entitled to compensation and how much. A FELA plaintiff can recover special damages, such as:

- the nature and extent of the injury
- past and future pain, suffering and loss of enjoyment of life
- for past and future loss of earnings
- past and future medical expenses

Mental injuries are recoverable including emotional distress, if the employee can show that he or she was in the zone of danger of physical impact with imminent apprehension of physical harm.

For injuries resulting in death, the survivors may be entitled to compensation for their financial loss and any pain and suffering of the deceased.

Damages are reduced if a worker is determined to have been proportionally at fault or negligent.

DESIGNATED COUNSEL — Designated counsel are lawyers chosen by your union who are specialists in handling FELA claims and are fully experienced in dealing with the railroad claim agents and railroad lawyers. They are experienced to ensure to the injured employee and their family get the benefits they are entitled. They are also familiar with the railroad industry. Proper evaluation of your claim requires a complete investigation under the direction of an experienced FELA lawyer with knowledge of railroad operations and the railroad law. A non-designated lawyer does not have any obligation to your union and is not answerable to the union. Great care should be exercised in the selection of your attorney.

Our competent and caring attorneys want to see that the injured employee and his family obtain the best medical care available so that, if possible, the employee can resume his or her place in the work force as a functioning and capable individual. We want you and your family to receive the fair compensation due to you from the railroad.

PROTECTING YOUR RIGHTS — Any worker who is involved in an accident or injury should immediately report your injury. In filling out accident reports, care must be taken to be as accurate as possible. It may be well for the injured employee to have the local or general chairman of the union present when such forms are filled out and signed. The injured worker should never allow the railroad claim agent or superiors by promise or pressure, to

write anything in the report that is not accurate or true and correct. The injured worker should identify negligence and/or defective equipment causing injury.

The injured worker should not give any statements other than the information in the personal injury report. A claim agent representing the railroad will attempt to obtain a written statement concerning the accident and injury involved. Claims agents' basic job is to save the railroad money and keep settlements for injuries as low as possible. When a claims agent tells an injured employee not to rush into anything since he has three years to file a claim, this agent is simply buying time to build a defense.

An injured worker who needs medical attention should see their own doctor. Often the railroads will take a position that it is not responsible for any injury unless the injured worker goes to a company doctor or company hospital. This is not true. If a worker does not have a family doctor, it is preferable that he or she sees a doctor who is not associated with and paid by the railroad.

An injured worker should call his local or general chairman as soon as possible regarding any accident or injury on the job.

An injured worker has an absolute right to pursue an action against the railroad for injuries sustained under FELA and to obtain the services of competent, caring attorneys. The right counsel will be able to assist the injured worker and his family in receiving their maximum benefits during the time that employee cannot work.

REMEMBER — *Help is only a telephone call away.*

Information on the [IBEW Designated FELA Legal Counsel Program](#) is included in the New Member Kit.

IBEW Adopts Designated FELA Legal Counsel Program for Railroad Members

Every year, many of our Railroad members are injured on the job, some seriously, as a result of dangerous equipment and tools, unsafe work procedures, inadequate rules, and lack of manpower. When this occurs, the railroads' knee-jerk reaction is often to launch an "investigation," as part of which the railroads blame the employee for his or her injuries. At the same time, the railroads bring their claims department on board to begin fighting the employees' claim for fair compensation even before it is brought. And when the employee does bring a claim, the railroads utilize the same group of experienced defense firms to fight the claim.

To level the playing field and ensure that our members have access to attorneys experienced in handling railroad claims, the IBEW, through the Railroad Department, has adopted a "Designated **FELA** Legal Counsel" program. The law firms and attorneys who participate in our program are experienced trial lawyers from across the country who specialize in handling cases brought under the Federal Employers' Liability Act, which is the law that protects injured railroad employees. Most of our Designated Counsel have represented members of our railroad locals for many years and we have found them to be trustworthy and competent. All must be members of the "Academy of Rail Labor Attorneys (ARLA)", and must have agreed to and signed the "IBEW Rules of Conduct" for FELA Designated Legal Counsel.

To find our list of "[IBEW Designated FELA Legal Counsel](#)," simply click on the link. Remember, the decision to acquire the services of an attorney, and which one you choose, is entirely YOUR decision.

For additional information, you may contact Railroad Department Director Bill Bohné at 202-728-6016 or at Bill.Bohne@ibew.org.

**IBEW Federal Employees Liability Act (FELA) Designated Legal Counsel
(DLC)**

April 2017

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