

System Council 16, IBEW

Local Union Guide for New Members

A Reference Guide to Assist New Members to IBEW Railroad Local Unions.

Congratulations on becoming a member of the IBEW! The officers and staff of System Council 16, as well as the officers of your Local union, would like to welcome you to your new IBEW Local Union. This guide was put together to help you better understand the IBEW and Railroad Industry. We hope you find it useful. If you have any questions, don't hesitate to contact your Local Officers or one of us at System Council 16.

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IMPORTANT SITES

- System Council 16 Website: www.ibewsc16.org
- IBEW Railroad Dept.: www.ibew.org/Railroad
- System Council 16 Facebook Group:
www.facebook.com/groups/193212378169454
- H&W Benefits: www.yourtracktohealth.com
- Railroad Retirement Board: www.rrb.gov



IBEW® The right choice!

What additional benefits does a “BA” member gain by becoming an “A” member in the IBEW?

1. Normal Pension - An “A” member of the I.B.E.W. in continuous good standing with 5 or more years immediately preceding his application, who is at least 65, shall receive pension benefits for life from the Pension Benefit Fund (PBF) at the rate of \$4.50/month for each full year of continuous “A” membership through 2022 and \$5.50/month each year thereafter.
2. Optional Early Retirement Pension - An “A” member of the I.B.E.W. in continuous good standing with 20 or more years immediately preceding his application, who is at least 62, may elect to receive reduced pension benefits at retirement for life from the PBF, the rate of \$4.50/month for each full year of continuous “A” membership through 2022 and \$5.50/month each year thereafter, reduced by 6-2/3% for each year or part thereof the said “A” member was under 65.
3. Disability Pension - An “A” member of the I.B.E.W. who is totally disabled and has continuous good standing of 20 or more years immediately preceding his application shall receive disability pension benefits at the rate of \$4.50/month for each full year of continuous “A” membership through 2022 and \$5.50/month each year thereafter..
4. Death Benefit - Named beneficiaries of "A" members receive a \$6,250 death benefit if death occurs by natural causes or \$12,500 for those who die by accident. "A" member's beneficiary receives death benefit after only 6 months contribution.

Are there additional costs for “A” membership?

Yes. As of January 1, 2023 “A” members pay an additional \$21.00/month in dues (increases to \$23.00 on 1/1/2025). However, the additional cost will pay for itself quickly after retirement. For example, with 20 years of continuous “A” membership at retirement age of 65, it will take just under 5 years to match your total contributions to the fund during your years as an active “A” member.

20 years “A” member contribution: 240 months x \$21/month = \$5,040

5 years retired “A” member benefit = 20 years x \$4.50 x 60 months = \$5,400

All benefits received after this breakeven point is pure profit. You’ll be hard pressed to find this kind of guaranteed return on investment anywhere else.

Become an “A” member today!

ARTICLE XI PENSION BENEFIT FUND

Sec. 1. Retirement Benefits. An "A" member who retires from the electrical industry after December 31, 2006, shall be entitled to benefits in accordance with the following rules as to eligibility:

(a) Normal Pension. An "A" member of the I.B.E.W. in continuous good standing with five (5) or more years immediately preceding their application, who has attained the age of sixty-five (65) years, shall receive pension benefits computed on the basis of four dollars and fifty cents (\$4.50) per month for each full year of such continuous "A" membership earned through 2022 and five dollars and fifty cents (\$5.50) per month for each full year of such continuous "A" membership earned in and after 2023.

(b) Optional Early Retirement Pension. An "A" member of the I.B.E.W. in continuous good standing with twenty (20) or more years immediately preceding their application, who has attained the age of sixty-two (62) years, may elect to receive reduced pension benefits as long as they live, computed on the basis of four dollars and fifty cents (\$4.50) per month for each full year of such continuous "A" membership earned through 2022 and five dollars and fifty cents (\$5.50) per month for each full year of such continuous "A" membership earned in and after 2023, reduced by six and two-thirds percent (6 2/3%) for each year or part thereof the said "A" member was under the age of sixty-five (65) at the date of their retirement. The election of this option must be made on a form prescribed by the I.S.T. and will become effective on the date they are placed on pension. The election of this option shall be irrevocable.

(c) *Optional Spouse's Benefit.* Each "A" member retired under Section 1(a), Section 1(b), or Section 2 may, in lieu of the payment of pensions as outlined above, elect to receive a reduced pension as long as they live, with the provision that after their death one-half of such reduced pension shall continue to be paid to their spouse thereafter as long as such spouse survives them. The amount of such reduced pension payable under this election shall be actuarially equivalent to the pension otherwise payable. This election is effective on the date the member is placed on pension except in the event the member and the member's spouse are subsequently divorced or in the event the member's spouse subsequently predeceases the member, in which case the benefit payable to the member shall be recalculated and shall be equal to the unreduced benefit that would have been provided under Section 1(a), 1(b), or 2, as the case may be. This recalculated benefit shall commence the month of January 2002 for those members who became divorced or whose spouses predeceased them prior to or on December 31, 2001; and for all other members, as of the last day of the month next following either the date of the divorce or the death of the spouse.

Sec. 2. Disability Pension. An "A" member of the I.B.E.W. who is totally disabled and has continuous good standing of twenty (20) or more years immediately preceding their application shall receive disability pension benefits computed on the basis of four dollars and fifty cents (\$4.50) per month for each full year of such continuous "A" membership earned through 2022 and five dollars and fifty cents (\$5.50) per month for each full year of such continuous "A" membership earned in and after 2023.

(a) Benefits will be paid commencing on the first day of the month in which it has been determined that the member became totally disabled, provided that no period of total disability shall be considered to commence before the "A" member has completed twenty (20) or more years in continuous good standing.

(b) The applicant for disability pension benefits must maintain continuous good standing as an "A" member until the date of approval of their application by the I.E.C. and shall, in the event of such approval, receive a full refund of I.O. per capita tax from the date of commencement of their total disability. The period following the commencement of total disability shall not be counted in computing the amount of disability pension benefit.

Sec. 3. Vesting. An "A" member who has completed twenty (20) or more years of "A" membership in continuous good standing and who ceases being engaged in the electrical industry prior to the attainment of age sixty-five (65) shall obtain a vested right to pension benefits but not disability pension benefits or death benefits. This vested right will entitle them to receive, commencing at age sixty-five (65), pension benefits computed on the basis of four dollars and fifty cents (\$4.50) per month for each full year of such continuous "A" membership earned through 2022 and five dollars and fifty cents (\$5.50) per month for each full year of such continuous "A" membership earned in and after 2023, less four dollars and fifty cents (\$4.50) per month for each year or part thereof the said "A" member was under the age of sixty-five (65) at the date their application was received. The applicant for vested pension rights must maintain continuous good standing as an "A" member until the date of approval of their application by the I.E.C., and shall, in the event of such approval, receive a full refund of I.O. per capita tax from the month following receipt of their application. The period following the receipt of such application shall not be counted in computing the amount of vested pension rights.

Sec. 4. *Death Benefits*. Upon the death of an "A" member, a death benefit shall be payable as follows:

(a) *Benefit Level*. Upon the death, after September 10, 2001, of a nonretired "A" member who then has at least six (6) months continuous and active good standing, the beneficiary to receive the death benefits payable under this paragraph shall be paid the sum of six thousand two hundred fifty dollars (\$6,250.00) if the said "A" member died from natural causes, or the sum of twelve thousand five hundred dollars (\$12,500.00) if the said "A" member died by accidental means. However, no death benefit shall be payable upon the death of a nonretired "A" member if such member was more than two (2) months in arrears in per capita tax payments, unless it can be demonstrated that the arrearage was not the fault of the member in which case the death benefit shall be reduced by the amount of the arrearage. Upon the death from either natural causes or accidental means of an "A" member after December 31, 2001, who is retired under Section 1 or Section 2, the beneficiary to receive the death benefits shall be paid a sum computed by subtracting from six thousand two hundred fifty dollars (\$6,250.00) all pension benefits paid by the I.B.E.W. Pension Benefit Fund to the retired member. However, in no event shall the amount of the death benefit due as a result of the death of an "A" member retired under Section 1 or Section 2 be less than three thousand dollars (\$3,000.00), except as provided in Section 4(c). All death benefits payable under this provision are payable without interest.

(b) *Beneficiaries*. Upon the failure of any member to name an original beneficiary, or to name a new beneficiary after the death or inability to take of one previously named, the death benefit shall be payable to the following individual(s) in the indicated order of priority: 1) member's spouse; 2) member's children; 3) member's parents; and 4) member's estate. Every "A" member shall have the right to name the person or persons, including the member's estate, who are to be the member's beneficiary or beneficiaries under the death benefit provisions of the I.B.E.W. Pension Benefit Fund. Every member shall have the privilege of changing beneficiaries. If the beneficiary entitled to the death benefit (either the beneficiary named by the "A" member or the individual(s) in the indicated order of priority stated

above) cannot be located or does not file a claim for the death benefit within ninety (90) days after the date of death, the benefit may be paid to a contingent beneficiary or in the indicated order of priority stated above. If no valid claim is filed, no appropriate beneficiary can be located, and the member has no estate to which the benefit can be paid, the death benefit shall revert to the I.B.E.W. Pension Benefit Fund on the second anniversary of the member's death and no benefit will be paid subsequent to the reversion.

(c) *Set Off of Death Benefit.* If the I.B.E.W. Pension Benefit Fund has sent pension checks payable to the deceased member after the member's death as a result of a failure to notify the Fund of the death of the member, and the recipient of those pension checks has not returned them to the Fund, but retained the pension money, the Fund may set off from the death benefit, and refuse to pay to any beneficiary, the amount equal to the total amount of the pension overpayment.

Sec. 5. *Benefits of "A" members who have retired and/or died on or before December 31, 1991.* The pension benefits of an "A" member of the I.B.E.W., who has retired from the electrical industry and was placed on the pension rolls on or before December 31, 1991, shall be governed by the rules in effect as of the date they were placed on the pension rolls. Those rules are set forth in the I.B.E.W. Constitution as amended at the 33rd I.B.E.W. Convention at Toronto, Ontario, September 1986.

Sec. 6. *General Provisions.*

(a) *Continuous Good Standing.* Any period of membership used in determining eligibility or in computing benefits shall include only consecutive years of "A" membership in good standing in the I.B.E.W., except that years of membership when on pension or disability pension shall not be counted. Any member that transfers from "A" membership status to "BA" membership status, or who is dropped from membership after six (6) months' delinquency in per capita tax payments, or who has accepted honorary withdrawal status, shall not be considered in good standing for purposes of determining eligibility for, or in computing benefits under, this article. In addition, a member shall not be eligible for pension approval while such member has an outstanding L.U. trial board assessment. Provided further that, if a member who has been granted a normal pension, an early retirement pension, a disability pension, or a vested pension right returns to the electrical industry and "A" membership, a benefit based on the period of continuous "A" membership after such return shall be added to the amount of their previous normal pension, early retirement pension, disability pension, or vested pension right.

(b) *Waiver.* Any member who desires to waive any portion of their pension, either monthly or yearly, may do so by notifying the I.S.T. Any portion of the pension so waived will not be returned to the pensioner at a later date.

(c) *Per Capita Tax of Members on Pension, Disability Pension, or with a Vested Pension Right.* The per capita tax owed by "A" members who are approved for normal, early, disability or vested pension benefits under this article is hereby waived.

(d) *Prohibition of Work.* It is a condition for admission to pension benefits, including vested pension rights and the continuation thereof, that the member shall not perform any work of any kind coming under the I.B.E.W.'s jurisdiction either for compensation or gratis for anyone, except that a member may work as an instructor in an I.B.E.W. recognized apprenticeship program, or as an electrical inspector for a governmental authority where electrical inspectors are not covered by an approved I.B.E.W. collective

bargaining agreement. A retired member shall be permitted to attend L.U. meetings, and, with the L.U.'s approval, have a voice at such meetings, but shall not have a vote; provided, that a member who comes off pension and returns to the trade prior to a L.U. election shall not be permitted to vote in the L.U. election for a period of one hundred twenty (120) days following the member's return to the trade. The member shall observe their obligation of membership and show due obedience to I.B.E.W. laws and the bylaws of its L.U.'s.

(e) *Non-Assignment of Benefits.* No member, pensioner, or beneficiary shall have the right to assign, transfer, sell, mortgage, encumber, or pledge any pension or death benefits, and such assignment, transfer, sale, mortgage, encumbrance, or pledge shall be void and of no effect whatsoever. So that such benefits shall not in any way be subject to any legal process, execution, attachment, or garnishment or be used for the payment of any claim against any member, pensioner, or beneficiary, or be subject to the jurisdiction of any bankruptcy court or insolvency proceedings by operation of law or otherwise, the I.E.C. shall have the right to postpone any payment under this Plan to a pensioner or beneficiary.

(f) *Computation of Pension Benefit.* The period of continuous good standing employed in calculating a member's pension benefit shall be computed as of their anniversary date, which is the first day of the month in which such member is initiated as an "A" member of the I.B.E.W., or in which such member transfers from "BA" membership status to "A" membership status or in which such member returns to "A" membership status from honorary withdrawal status or from vested pension status. A member earns a year of good standing by maintaining membership from one anniversary date up to their next anniversary date.

(g) *Forfeiture.* Members who have been expelled from membership or who have resigned from membership (other than with an approved vested benefit) forfeit all rights in any pension or death benefits payable from the Fund.

(h) *Interpretations, Definitions, and Decisions.* The I.E.C. is hereby granted discretionary authority to make definitions of the terms used in this article of the Constitution and to make interpretations of or construe these constitutional provisions and its rules and regulations, which shall be final and binding. The I.E.C. is also granted discretionary authority to determine eligibility for benefits and the decisions of the I.E.C. on all questions arising hereunder, including cases of eligibility for, and computation of the amount of, benefits shall be final and binding. No benefits are authorized other than those expressly stated in the I.B.E.W. Constitution and the rules and regulations of the I.E.C.

Sec. 7. Members on Participating Withdrawal Cards who have maintained their continuous good standing in the I.B.E.W., and who make application for pension benefits, shall be governed and their applications handled in the same manner as active members of L.U.'s, except that notice of application shall be given to the L.U. that issued the withdrawal card to the member. Members on honorary withdrawal status shall not be entitled to a pension or death benefit under this article.

Sec. 8. Any member violating any of the provisions of this article, or any member aiding or abetting a member to do so, after investigation by the I.E.C. and being found guilty, may be permanently barred from ever participating in these benefits, and may be suspended, expelled, or assessed as the I.E.C. may decide.

Sec. 9. The procedures for applications for benefits and for making determinations thereon shall be as prescribed in the rules and regulations of the I.E.C.

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: Jeff Allred
Address: 7306 SW 34th Ave, Ste 1-371
Amarillo, TX 79121
Phone: (417) 830-3735
Fax: _____
Email: ibewsc16@outlook.com

IMPORTANT SITES

System Council 16 Website: www.ibewsc16.org

IBEW Railroad Dept.: www.ibew.org/Railroad

System Council 16 Facebook Group:
www.facebook.com/groups/193212378169454

H&W Benefits: www.yourtracktohealth.com

Railroad Retirement Board: www.rrb.gov

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.

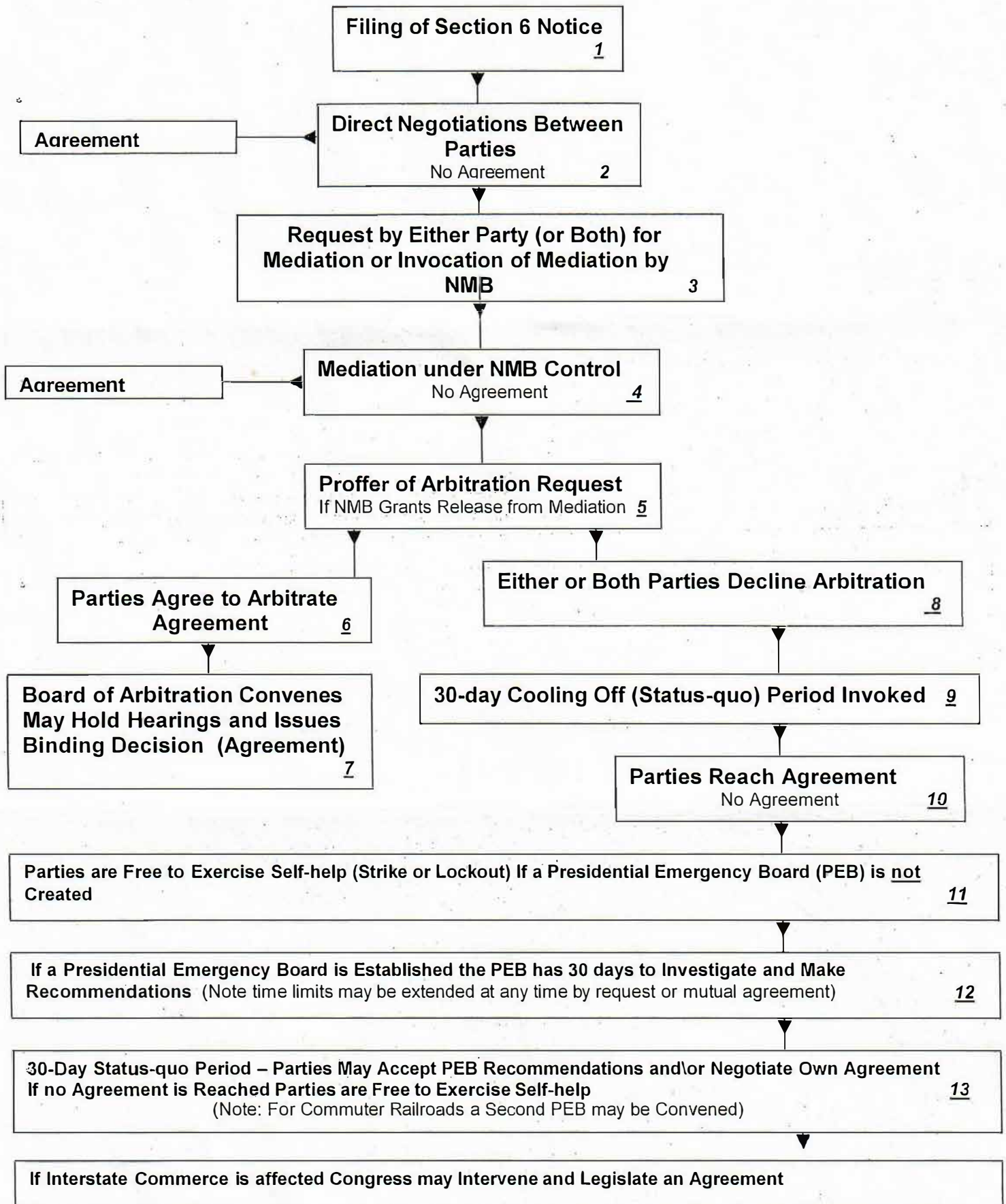
Examining the RLA

Amended significantly only twice:

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

Collective Bargaining Process Under the Railway Labor Act

Note: This is a synopsis of the applicable procedures; refer to the RLA itself for exact procedure



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.

2024 Employee Tax Withholding:

- Tier I - 6.2 percent (Maximum earnings taxed is \$168,600)
- Tier II - 4.9 percent (Maximum earnings taxed is \$125,100)
- 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.*

2024 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.

**Maximum monthly benefit rate^a under the Railroad Retirement and Social Security Acts
December 2023 and Quarterly for 2024**

Program and type of benefit	Month in which benefit payments begin ^b				
	Dec. 2023	March 2024	June 2024	Sept. 2024	Dec. 2024
1. Railroad Retirement Act					
(a) Retirement benefits ^c					
Employee alone	\$ 6,464	\$ 6,663	\$ 6,712	\$ 6,762	\$ 6,812
Employee and spouse	9,537	9,837	9,908	9,980	10,052
(b) Survivor benefits ^d					
Family	10,033	10,395	10,459	10,523	10,588
Widow(er) alone at 65	6,050	6,200	6,246	6,292	6,339
Widow(er) alone at 60	5,125	5,286	5,325	5,364	5,404
2. Social Security Act					
(a) Retirement benefits ^e					
Employee alone	3,279	3,426	3,426	3,426	3,426
Employee and spouse	4,867	5,079	5,079	5,079	5,079
(b) Survivor benefits					
Family	6,482	6,863	6,863	6,863	6,863
Widow(er) alone at 65	3,482	3,662	3,662	3,662	3,662
Widow(er) alone at 60	2,648	2,803	2,803	2,803	2,803
3. Railroad retirement average Tier 2 monthly compensation based on the highest 60 months of earnings	8,887	8,993	9,103	9,213	9,323

a. Benefits are based on an employee who began work on January 1 of the year the employee attained age 22 and either retires or dies at age 65. Social Security benefits reflect early retirement reduction factors for retirement prior to full retirement age based on year of birth. Railroad Retirement benefits are unreduced after earning 30 years of service. An employee retiring at a later age or beginning work earlier could be entitled to higher benefits than those shown.

b. Employee is assumed to retire in the month before the first payment is received. For the calendar year 2024 calculations, the year of birth for the employee is assumed to be 1959 with a social security full retirement age of 66 years and 10 months.

c. Including supplemental annuity.

d. Based on maximum creditable earnings, including year of death.

e. In computing the benefit to be paid in the year of retirement, social security does not include earnings in the year of retirement. Such earnings may later increase the benefit under the recomputation rules.

Note: Maximum taxable compensation during 2024 is \$168,600 for tier 1 and \$125,100 for tier 2. Maximum taxable compensation for social security during 2024 is \$168,600. Benefits are rounded to the lower dollar.

**Bureau of the Actuary and Research
U.S. Railroad Retirement Board
November 2023**

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.***

The Hartford 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 The Hartford 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 Customer Care 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 The Hartford Ability Advantage, The Hartford's online disability system.

- Website is <https://abilityadvantage.thehartford.com>

THINGS TO REMEMBER ABOUT SSB

- Not all unions are covered by The Hartford's supplemental sickness benefit plan. Please contact your local representative if you are unsure of your union's eligibility for this benefit.
- 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 The Hartford. File your SSB claim right away.
- Claims must also be separately filed with The Hartford 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 The Hartford 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.



Supplemental Sickness Benefit Plan

Frequently Asked Questions

General Questions

Q-1. How often does Hartford issue checks for the Supplemental Sickness Benefit (SSB) Plans?

A. Checks are issued on a daily basis once approval made and taxation is applied.

Q-2. Is my SSB claim divided into claim periods in the same manner as my claim for Railroad Retirement Sickness (RUIA) benefits?

A. No. Hartford does not assign claim periods in the same sense as the RRB. However, your SSB benefit payments are linked to eligibility criteria reported in the RUIA claim periods. Hartford will not pay you for any day of disability for which you have been disqualified under RUIA.

Q-3. How long after I file for SSB will I get my first check from Hartford?

A. Realistically, expect your first SSB check to be issued between four and six weeks after claim is received by Hartford. It depends on when you file with both the RRB and Hartford, when your benefit under RUIA posts to the RRB's database, and whether Hartford has received wage verification from your employer and any required medical information.

If Hartford has wage and supporting medical information at the time that the RRB record of payment is posted, Hartford can approve SSB for the same period of time as that covered by RRB within 24-48 hours. After a processing period of 3-4 days to calculate and deduct for taxes, the SSB is issued via regular mail.

The sooner you file with the RRB, the sooner your benefit will post in the RRB's electronic database from which Hartford verifies your eligibility. You have a maximum of 60 days to initiate your claim with Hartford and it is advisable to file for your SSB as early as possible. ** Note: RRB does not have to approve your benefit prior to filing with Hartford.

Q-4. How many days will I get paid for in each check I receive from Hartford?

A. You are potentially eligible for benefits from the fifth day of your disability forward. Accordingly, your first claim check will not include payment the first four days of your disability. Subsequent checks will be for all days of certified disability that is verified by RRB records.



Q-5. How much will I receive from the SSB for each day I am disabled?

- A. Basic Benefit Amounts are shown on Page 1 of your Plan SPD. Generally, the amount you will receive depends on your hourly negotiated wage and whether or not you have exhausted RUIA benefits.

Q-6. I filed for the SSB in the past, and as I recall my benefit checks were larger than I am currently receiving.

- A. The previous Plan administrator (Provident) paid monthly, whereas Hartford pays every two weeks. Benefit amounts have not changed since the effective date of the benefit amount specified in your current Collective Bargaining Agreement. Also, Hartford withholds applicable federal and state employment taxes from the gross benefit. *Note, because this is a taxable benefit, any garnishment order (ex: Child Support, IRS repay etc.) that Hartford receives will be applied accordingly towards this benefit.

Q-7. Is direct deposit available?

- A. Yes, the direct deposit program is available. You must fill out the direct deposit form to apply or to suspend an active direct deposit. You can also set up and/or make changes to an existing direct deposit via the website: <https://abilityadvantage.thehartford.com>.

Note: if you previously had direct deposit set up with Hartford, the information will remain active until such time you either cancel or update the information via form or website.

The Hartford Ability Advantage System

Q-1. How do I register?

- A. Navigate to <https://abilityadvantage.thehartford.com> and click Register.
- B. Input Name, date of birth, and work state and Click Next
- C. Setup a User ID, Password, Security Question & Answers, Email Address, and Preferences and click Register to Finish

Q-2. Why do I need to supply an email address to register?

- A. Your User Name and Password will be sent to your email address upon completion of the registration process.

Q-3. I am a new user, how do I get a User Name and Password?

- A. New users need to complete the User Registration form to obtain a User Name and Password. You can access the registration form by selecting the "First Time User" link on the Login page.



Q-4. What do I do if I forget my password?

- A. You can reset your password by selecting the "Forgot Your Password?" link on the Login page.

Q-5. What if I've forgotten my User Name?

- A. If you do not know your User Name you will need to contact Hartford. Contact information can be obtained by selecting the "Contact Us" link on the Login page. Our Help Desk will be happy to assist you.

Q-6. I get "Login failed; please enter your User Name and Password." when logging in.

- A. Your User Name and Password are case-sensitive. Make sure you are using the proper case. If you still receive this error, you can reset your password by selecting the "Forgot Your Password?" link on the Login page.

Q-7. I get "This account has been locked." when logging in.

- A. You will need to contact Hartford. Contact information can be obtained by selecting the "Contact Us" link on the Login page. Our Help Desk will be happy to assist you.

Claim-Filing Support

Q-1. How do I file a claim online?

- A. Select the "First Time Users" link on the Login page to begin.. Complete the registration form to create your User ID and Password. You will be re-directed to the logon screen where you will need to enter the User ID and Password you selected. Click Sign In. You will then see the Home Page. Select "Create New Claim" to begin.

Q-2. How do I file a claim over the phone?

- A. Call 1-800-205-7651 and select option 2. Your call will be routed directly to a customer service representative. Our customer service representatives are available Monday through Friday, 8:00am – 8:00pm EST.



Q-3. How long do I have from the start of my absence to file a claim for Supplemental Sickness Benefits?

- A. Notice of any injury or sickness must be given to Hartford within 60 days of the start of disability for Supplemental Sickness Benefits. You can do so by calling the toll-free number, filing a claim online, mailing or faxing your notice of disability form. .

**** Note:** RRB does not have to approve your benefit prior to filing with Hartford.

Appeals

Q-1 Will Hartford deny my claim?

- A. Your benefits may be denied if you do not meet the requirements of your Plan or if Hartford does not receive all the required medical documentation.

Q-2. What can I do if Hartford denies my claim?

- A. Hartford has an appeals process if you feel your claim has been incorrectly denied. If your claim is denied, you will receive a letter from your Claim Specialist that will explain the reasons for the denial and describe the appeals process. You can also contact your Claim Specialist for additional information. Additional information on your appeal rights is shown under the “Appeals from Claim Denials” section of the Supplemental Sickness Plan booklet.

Q-3. How much time do I have to file an appeal if my claim is denied?

- A. 60 days from the date of denial

Q-4. After I appeal, how long does Hartford have to review and make a determination?

- A. 60 days from the date of receipt of the appeal

Q-5. Where do I file an appeal of a denial of benefits?

- A. Appeals must be submitted in writing (no e-mails or phone calls) as follows:

By Mail:

Appeals Department by FAX: (833) 357-5153

Hartford

Attn: Railroad Appeals

P. O. Box 14868

Lexington, KY 40512-4578



Q-6. What information should my appeal include?

- A. Your appeal should include information or documents not previously submitted, inasmuch as the denial you received was based on the information already in your file. For example, if your claim was denied because you failed to file within 60 days, your appeal should state in detail the extenuating circumstances that prohibited you from timely filing, with supporting documentation where possible.

If your claim was denied due to a failure to provide medical records, provide the records or explain why they are unavailable.

If your claim was denied due to a disqualification by the Railroad Retirement Board that was later reversed or overturned, provide documentation to that effect.

If your claim was denied because the documentation submitted did not support a functional impairment, additional documentation would be needed to support an impairment.

In all situations, the denial letter will provide you with specific examples of documentation that can be submitted in support of your Supplemental Sickness Benefits (SSB)

Q-7. After I file an appeal, and have additional general questions, how can I contact Hartford?

- A. Please call 1-800-205-7651, and select option # 5.

Q-8. If I have not yet filed an appeal, but have general questions about the process, who can I talk to?

- A. If an appeal has not yet been filed, please contact your case manager at 1-800-205-7651.

General Support

Q-1. How can I obtain my Supplemental Sickness Benefit Plan booklet?

- A. All employees should have received a Supplemental Sickness Benefit Plan booklet issued by the National Carriers' Conference Committee. If you did not receive one or you would like another copy, please call us at 1-800-205-7651 to speak with a customer service representative. It will be necessary for you to provide your name, address, and the union.

Q-2. What is Hartford's phone number for SSB benefits?

- A. (800) 205-7651



Q-3. What is Hartford's address?

- A. Hartford Disability
P.O. Box 14869
Lexington, KY 40512

Q-4. What is Hartford's fax number?

- A. (833) 357-5153

Q-5. What is Hartford's email address?

- A. GroupBenefits-RailroadMail@thehartford.com

Q-6. Who will I reach at Hartford's e-mail address? How long will it take for them to respond to a question for assistance?

- A. The mailbox associated with the above address is monitored on a daily basis by a Hartford Claim Liaison. The response time will vary depending on the complexity of the request. The target response time is one business day.

Q-7. How do I know if I am eligible for Supplemental Sickness benefits?

- A. Please review your Supplemental Sickness Benefit Plan booklet. Eligibility is based on the provisions outlined in Section II – Eligibility and Termination of Coverage. However, generally, an employee must be employed by a participating railroad, and represented by a participating union. Employees must also have 30 days of continuous employment with the same participating railroad and meet the qualifications for RUIA benefits as established under the Railroad Retirement Act.

Q-8. How often will I receive my disability checks?

- A. Refer to General Questions in Section A.

Q-9. Are my Supplemental Sickness Benefits subject to taxes?

- A. Yes. Federal Law requires that benefit payments under your Plan be reported to the Internal Revenue Service if your employer makes contributions to the Plan. You will be sent a W-2 Form showing the amount of benefits, if any, you are paid each year.



Federal Law also requires that Railroad Retirement Tier I Taxes be withheld from Plan payments made during the first six (6) months following the month of disability, if your employer makes contributions to the Plan. Tier I taxes are deducted for both job and non-job related sicknesses.

Q-10. Do I need to send in a form with my Notice of Disability to provide proof of loss?

- A. No. After you've reported your claim to Hartford, you will receive a package of information in the mail which includes an Authorization for Release of Medical Information and a W-4 form. Please sign all forms and mail or fax to Hartford. Your Claim Specialist assigned to your claim will use those forms to contact your treating provider to obtain the proof of loss directly from their office.

The W-4 form is provided to you to complete as we do not receive information regarding your withholding status from your employer. Failure to complete the W-4 form, including the number of exemptions you are claiming for tax filing purposes, will result in an automatic Federal withholding at single rate with zero exemptions.

Please make sure you complete your full name, address, social security number and number of exemptions you will be taking while out on disability. Please note, a separate W-4 form will be provided at the beginning of each calendar year.

Q-11. How can I contact the National Carriers' Conference Committee?

- A. 251 18th Street South
Suite 750

Arlington, VA 22202
Phone: 571-336-7600

Q-12. How do I apply for RUIA sickness benefits?

- A. Please contact your local Railroad Retirement Board office or your Labor Relations representative. You can find contact information for your local office at <http://www.rrb.gov>. You can also find additional information on page IV in your Supplemental Sickness Benefit Plan booklet.

Q-13. How long can I receive Supplemental Sickness Benefits?

- A. Your plan can pay up to 12 months of benefits during any period of Total Disability.



Q-14. How long do I have to send in my medical information?

- A. To ensure timely processing of your claim, medical documentation should be submitted as soon as possible. However, you have up to 90 days after the start of the Period of Disability for which benefits are claimed under the Plan. If documentation is not received within the 90 day time limit, your claim may be suspended or denied. *Hartford will accept a copy of the statement of sickness benefit form to assess the medical contact; you would be responsible to send that to Hartford at 833- 357- 5153 as the RRB will not forward this information due to HIPAA.

Q-15. How long will Hartford take to make a decision on my claim?

- A. Hartford will respond to your claim for benefits under the Plan within 30 days after it receives your claim.

Q-16. What will happen if Hartford's Claim Specialist doesn't receive my medical information from my treating physician?

- A. Hartford contacts you if we are unable to obtain the medical information that supports your absence. You will be requested to lend assistance in obtaining records that may include lab results, X-rays, various reports and office visit notes. If Hartford has not received the necessary medical information within 30 days after the start of the Period of Disability for which benefits are claimed, benefits cannot be authorized. Hartford will send you a letter to notify you of what you need to do next in the claim process.

Q-17. What can I do to help in the claim process?

- A. Immediately sign and complete all forms and return to our office. You may fax the information to (833) 357-5153

Contact your healthcare providers who are treating you for your disability and request that they forward any and all office notes, test results, and any other information that would support your claim for disability to your claims examiner.

While Hartford will attempt to obtain information from your healthcare provider(s), it is ultimately your responsibility to make sure the information is provided.



Q-18. Can I get Supplemental Sickness Benefits if I am receiving a military pension and/or other income?

- A. As long as you qualify for benefit under RUIA and meet the other eligibility criteria under the Plan, you would be eligible to receive benefits even if no sickness benefit is actually issued to you by the Railroad Retirement Board. Reductions in the basic benefit will be applied for the receipt of an annuity payment under the Railroad Retirement Act; benefit payments under Title II of the Federal Social Security Act; unemployment, maternity, or sickness benefits under any unemployment, maternity or sickness compensation law other than RUIA; and any other social insurance payments under any law. Military pensions fall under the category Social Insurance Payments under any law. *Note, notify Hartford as soon as possible if you have been awarded a retroactive annuity award. Overlapping benefits are payable by you back to the carrier (Hartford).

Q-19. Can I receive Supplemental Sickness Benefits if I do not file a sickness claim under RUIA, or if I file for unemployment benefits under RUIA?

- A. No. Benefits are only payable when RUIA sickness benefits are applied for and/or received.

Q-20. Is my union representative permitted to act on my behalf in resolving any issues concerning my claim for SSB?

- A. Yes, provided you have completed the Member Designation of Authorized Representative section of the MEDICAL INFORMATION RELEASE AUTHORIZATION form. Without such authorization, Hartford is prohibited by privacy regulations from discussing your claim with any outside party. Of course, Hartford would like the first opportunity to resolve any service issues you might have.

Q-21. How can I check the status of my claim or payments?

- A. You can review the status of your claim by contacting Hartford at (800) 205-7651 or by accessing your personal account information on <https://abilityadvantage.thehartford.com>. Please see the above information under section B for access and login instructions.

Q-22. What role does a Claim Specialist play in the processing of my claim?

- A. The claim specialist's role is to obtain the information needed to make disability and benefit level determinations. They request the medical

Information from medical providers, they acquire the wage information from the employers, they obtain approval information from RRB and they contact the member, acting as the point of contact with regard to the claim.



Q-23. Do I have to repay my SSB benefits if the RRB retroactively grants me an annuity?

- A. Yes, for the period of duplicate benefits. Contact your Hartford Claim Specialist for full details, including the amount that must be repaid and Hartford's policy with respect to taxes already withheld from amounts repaid.

Q-24. What happens if there is an overpayment on my claim?

- A. In the event of a calculation error, a late notification that you have returned to work, an award of annuity or other event that impacts the benefit, your claim is sent to client accounting for a calculation of the overpaid amount. Once the overpayment is calculated, the examiner is directed to request the overpayment recovery from the employee. A letter is issued to the employee indicating how the overpayment occurred and the amount that is due for recovery.

Q-25. What if my injury or sickness is the result of a third party?

- A. In the event that a third party (other than a participating RR) is involved with your injury or illness, the claim will also be referred to a subrogation vendor (Optum) who will follow up with you, or your attorney, regarding any se

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 Act 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 insufficiency, 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.*

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 the 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 below. 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 Al Russo at 202-728-6018 or at Al_Russo@ibew.org

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