



**INTERNATIONAL  
BROTHERHOOD  
OF ELECTRICAL  
WORKERS®**

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**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](http://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,

A handwritten signature in cursive script that reads "Lonnie R. Stephenson".

Lonnie R. Stephenson  
International President

LRS:rmf

## **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.

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, \$19 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. In fact, with 20 years of continuous "A" membership at retirement age of 65, it will take just 4 years and 3 months to match your total contributions to the fund during your years as an active "A" member.

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' 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, 2021, monthly dues are \$39, with \$19 attributable to the IBEW Pension Benefit Fund.

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

## **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 his 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.

(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 his application, who has attained the age of sixty-two (62) years, may elect to receive reduced pension benefits as long as he lives, computed on the basis of four dollars and fifty cents (\$4.50) per month for each full year of such continuous "A" membership, reduced by six and two-thirds percent ( $6\frac{2}{3}\%$ ) for each year or part thereof the said "A" member was under the age of sixty-five (65) at the date of his 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 he is 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 he lives, with the provision that after his death one-half of such reduced pension shall continue to be paid to his spouse thereafter as long as such spouse survives him. 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, the benefit payable to the member shall be recalculated and shall be equal to the unreduced benefit which would have been provided under Sec. 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 his application shall receive disability pension benefits, if such application is approved after December 31, 2006, computed on the basis of four dollars and fifty cents (\$4.50) per month for each full year of such continuous "A" membership.

(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 his continuous good standing as an "A" member until the date of approval of his application by the I.E.C. and shall, in the event of such approval, receive a full refund of I.O. dues from the date of commencement of his 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, if an application is filed and approved after December 31, 2006, obtain a vested right to pension benefits, but not disability pension benefits or death benefits. This vested right will entitle him 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, 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 his application was received. The applicant for vested pension rights must maintain his continuous good standing as an "A" member until the date of approval of his application by the I.E.C., and shall, in the event of such approval, receive a full refund of I.O. dues from the month following receipt of his application. The period following the receipt of such application shall not be counted in computing the amount of vested pension rights. In no event shall any "A" member entitled to benefits under this Section 3 be paid a monthly pension benefit less than he would have received under the pension benefit provisions of the Constitution prior to January 1, 2007.

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 months in arrears in dues 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. The death benefits of an "A" member of the I.B.E.W. who has died on or before December 31, 1991, shall be governed by the rules in effect as of the date of his death, except that the rules relating to reversion of the death benefit to the I.B.E.W. Pension Benefit Fund, set forth in Section 4(b) of this Article, shall apply in the case of death benefits not yet paid on or before December 31, 1991.

*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 months’ delinquency in dues payments or who has accepted Honorary Withdrawal Card 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 his previous normal pension, early retirement pension, disability pension, or vested pension right.

(b) *Waiver.* Any member who desires to waive any portion of his 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 right 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 his return to the trade. He shall observe his 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 his 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 his 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 Card 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](http://www.ibewsc16.org)

IBEW Railroad Department: <http://www.ibew.org/Railroad>

SC 16 Facebook Group: <https://www.facebook.com/groups/193212378169454>

Benefits: <https://yourtracktohealth.com/Default.aspx>

Railroad Retirement: <https://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.

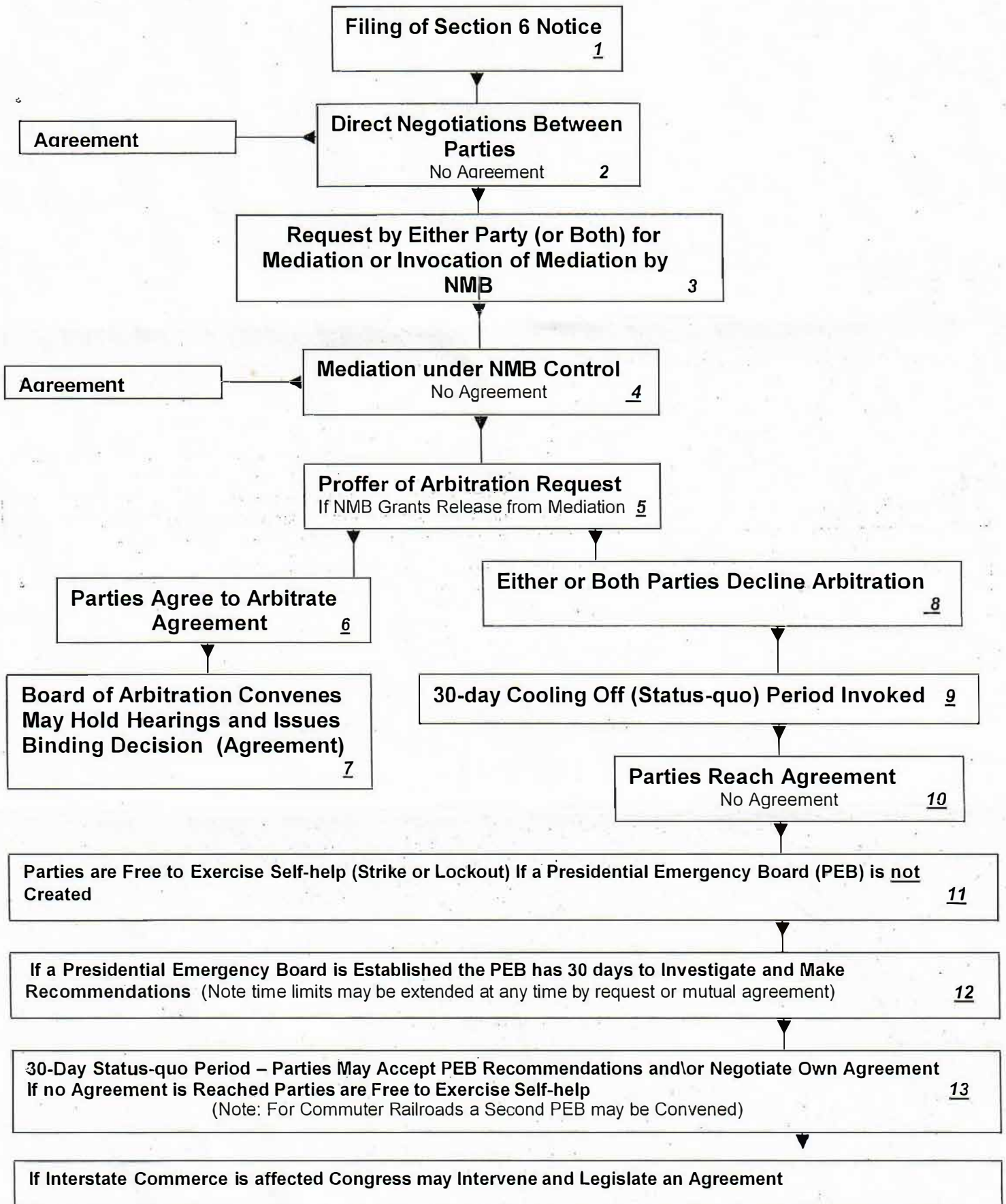
### **Examining the RLA**

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.

## **2022 Employee Tax Withholding:**

- Tier I - 6.2 percent (Maximum earnings taxed is \$147,000)
- Tier II - 4.9 percent (Maximum earnings taxed is \$109,200)
- 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.*

## **2022 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](http://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](http://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](http://www.rrb.gov).*



**Maximum monthly benefit rate<sup>a</sup> under the Railroad Retirement and Social Security Acts  
December 2021 and Quarterly for 2022**

Program and type of benefit	Month in which benefit payments begin <sup>b</sup>				
	Dec. 2021	March 2022	June 2022	Sept. 2022	Dec. 2022
1. Railroad Retirement Act					
(a) Retirement benefits <sup>c</sup>					
Employee alone	\$ 5,700	\$ 5,884	\$ 5,917	\$ 5,951	\$ 5,984
Employee and spouse	8,401	8,679	8,727	8,776	8,824
(b) Survivor benefits <sup>d</sup>					
Family	8,776	9,108	9,151	9,194	9,238
Widow(er) alone at 65	5,398	5,535	5,567	5,599	5,630
Widow(er) alone at 60	4,525	4,660	4,687	4,713	4,740
2. Social Security Act					
(a) Retirement benefits <sup>e</sup>					
Employee alone	2,841	2,993	2,993	2,993	2,993
Employee and spouse	4,226	4,448	4,448	4,448	4,448
(b) Survivor benefits					
Family	5,475	5,838	5,838	5,838	5,838
Widow(er) alone at 65	2,980	3,156	3,156	3,156	3,156
Widow(er) alone at 60	2,237	2,385	2,385	2,385	2,385
3. Railroad retirement average Tier 2 monthly compensation based on the maximum 60 months of earnings	8,260	8,325	8,387	8,448	8,509

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. Benefits reflect early retirement reduction factors for retirement prior to social security normal retirement age based on year of birth. 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 2022 calculations, the year of birth for the employee is assumed to be 1957 with a social security normal retirement age of 66 years and 6 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 2022 is \$147,000 for tier 1 and \$109,200 for tier 2. Maximum taxable compensation for social security during 2022 is \$147,000. Benefits are rounded to the lower dollar.

**Bureau of the Actuary and Research  
U.S. Railroad Retirement Board  
December 2021**

# 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](http://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.**

## **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 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 Bill Bohné at 202-728-6016 or at [Bill\\_Bohne@ibew.org](mailto:Bill_Bohne@ibew.org).

# IBEW Federal Employers' Liability Act (FELA) Designated Legal Counsel (DLC)

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