

# SUPPLEMENTAL SICKNESS BENEFIT PLAN

covering

*Railroad Shop Craft*



*Employees*

August 1, 2020



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## IMPORTANT NOTICE

This booklet provides a summary of the provisions applicable to Railroad Shop Craft Employees set forth in the Supplemental Sickness Benefit Plan Covering Railroad Shop Craft and Signal Employees (the "Plan"), as in effect on August 1, 2020 under collective bargaining agreements between railroads represented by the National Carriers' Conference Committee and employees represented by certain participating labor organizations. Although this booklet references the Railroad Unemployment Insurance Act ("RUIA") sickness benefits, you should review the application process and requirements with your employing railroad, local U.S. Railroad Retirement Board ("RRB") office, or union representative.

Plan benefits are provided directly by the Plan on a self-funded basis. Plan benefits are not insured. The Plan is administered by The Hartford under an agreement between it and the National Carriers' Conference Committee.

The benefits and procedures set forth in this booklet apply to Periods of Disability (as defined on page 11) beginning **on or after August 1, 2020**. For Periods of Disability that began prior to August 1, 2020, please contact the Claims Administrator or refer to the booklet entitled "Supplemental Sickness Benefit Plan Covering Railroad Shop Craft Employees," dated July 1, 2012.

### **Late Claims**

**You must file your Notice of Disability form (enclosed) with the Claims Administrator within 60 days of the start of disability. The "start of disability" is the first full day of Total Disability (as defined on page 10) after you stop rendering compensated service for your employing railroad. If you are unable to file the notice within 60 days due to your serious mental or physical injury or illness, you must file the notice with the Claims Administrator as soon as your condition permits. If you do not file your claim with the Claims Administrator within 60 days (or as soon as your condition permits), your claim will be denied.**

## II

### IMPORTANT CONTACT INFORMATION

#### Claims Administrator

The Claims Administrator is The Hartford. If you have any questions about your benefits or your claim for benefits, you can speak with a customer service representative by calling **1-800-205-7651** from 8 a.m. to 8 p.m. EST or visit <https://abilityadvantage.thehartford.com>.

You may file a claim with the Plan using any of the following methods:

- By Mail**            The Hartford  
                          P O Box 14869  
                          Lexington, KY 40512
- By Phone**        **1-800-205-7651**  
                          (available from 8 a.m. to 8 p.m. EST)
- Online**            <https://abilityadvantage.thehartford.com>
- By Fax**            **1-833-357-5153**

If you disagree with the Claims Administrator's determination, you may submit a First Level appeal using any of the following methods:

- By Mail**            The Hartford  
                          P O Box 14868  
                          Lexington, KY 40512
- By Fax**            1-833-357-5153

If you disagree with the Claims Administrator's determination, you may submit a Second Level appeal by mail to the following address:

Disputes Committee  
Director of Employee Benefits  
National Carriers' Conference Committee  
251 18th St. South  
Suite 750  
Arlington, VA 22202

## **U.S. Railroad Retirement Board**

The U.S. Railroad Retirement Board (the "RRB") administers the RUIA sickness benefits. If you have any questions about your benefits or your claim for benefits, you can call 1-877-772-5772 or visit <https://www.rrb.gov>. You can find contact information for your local RRB office at <https://www.rrb.gov/Field-Office-Locator>.

### III

## HIGHLIGHTS: HOW TO FILE A CLAIM

*Your benefits under the Plan are intended to supplement RUIA sickness benefits. In order to receive benefits under this Plan, you must also apply for and be approved for RUIA sickness benefits.*

### **With The Plan**

- (1) The Plan provides disability benefits, beginning on the fifth (5th) consecutive day of Total Disability (as defined on page 10). Therefore, as soon as you know your disability will last more than four (4) consecutive days, you should complete the Notice of Disability form and mail or fax the form to the Claims Administrator. You may also file your claim over the telephone or online.
- (2) After the Claims Administrator receives your claim, you will receive an introductory letter, a medical authorization form for the Claims Administrator to obtain your medical records and discuss your claim with your treating medical provider, and a tax withholding form. You should complete the forms, sign them, and send them to the Claims Administrator by mail or fax.
- (3) If the Claims Administrator provides you with any other forms, you (or your medical provider, as applicable) should complete and send them to the Claims Administrator by mail or fax.

**The contact information for the Claims Administrator is provided on page 2.**

### **With the RRB**

- (1) To apply for RUIA sickness benefits, you should obtain Forms SI-1a (Application for Sickness Benefits) and SI-1b (Statement of Sickness) from your employer, local RRB office, or union representative.
- (2) You should complete Form SI-1a and have your treating medical provider complete Form SI-1b. Mail the completed forms together



to: U.S. Railroad Retirement Board, Office of Programs Operations, P.O. Box 10695, Chicago, IL 60610-0695. The RRB must receive your forms within 10 days of the first day for which you want to claim benefits. If your application is late, you may lose benefits.

- (3) Once the RRB has processed your application, the Form SI-3 (Claim for Sickness Benefits) will be mailed to you periodically for as long as you remain unable to work and eligible for benefits. You must complete and return the form to the RRB office addressed on the form. The RRB office must receive your form within the later of (i) 30 days from the last day of the claim period, or (ii) 30 days from the date the form was mailed to you.

## IV

# ELIGIBILITY AND TERMINATION OF COVERAGE

### Eligibility

Generally, you are eligible for coverage under the Plan while you are a “Covered Employee.” To be a Covered Employee, you must satisfy the conditions for “Employee,” “Qualified Employee,” and “Covered Employee” defined below.

“**Employee**” means an individual who:

- (1) Is employed by a participating railroad; and
- (2) Is represented by the Brotherhood Railway Carmen – Division of TCU, International Association of Machinists and Aerospace Workers, International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, International Brotherhood of Electrical Workers, National Conference of Firemen and Oilers and SEIU, Sheet Metal Workers International Association, or another labor organization that participates in the Plan.

“**Employee**” also includes:

- (1) Any other shop craft employee of a participating railroad if the railroad has made the required contribution to the Plan; and
- (2) Any General Chairman or other full-time labor representative of shop craft employees if appropriate contributions are made to the Plan through a labor union that participates in the Plan.

“**Qualified Employee**” means an Employee who:

- (1) Has completed 30 days of continuous employment with the same participating railroad in a position represented by a labor organization listed in the definitions of Employee above that participates in the Plan and is covered by its schedule agreement; and

- (2) Is a “qualified employee” as that term is defined in Section 3 of the Railroad Unemployment Insurance Act, as amended from time to time (the “RUIA”).\*

\* Section 3 of the RUIA provides that an employee shall be a “qualified employee” in a RUIA benefit year if the employee has creditable earnings in the preceding calendar year (the “base year”), counting no more than a certain amount in any month. Additionally, a new employee must have at least five (5) months of railroad service in the first year of work to be eligible for benefits in the following RUIA benefit year. The term “RUIA benefit year” means the period beginning on July 1 of any year and ending on June 30 of the next year. For RUIA benefit year 2020 (July 1, 2020 – June 30, 2021), a qualified employee must have credible earnings of not less than \$4,137.50 in calendar year 2019 (the base year), where a maximum of \$1,655.00 of any calendar month is counted. And if 2019 was the employee’s first year of railroad service, he must have railroad service in at least five (5) months in that year. The RRB sets the qualifying base year compensation and monthly compensation base on an annual basis.

Paragraph (1) of the Qualified Employee definition will not apply if an Employee who is furloughed by his employing railroad while covered under the Plan starts to work for another railroad.

**“Covered Employee”** means a Qualified Employee who, under a schedule agreement held by a labor organization listed in the definitions of Employee above, during any calendar month where in the prior month he:

- (1) Rendered compensated service for a participating railroad; or
- (2) Received vacation pay from a participating railroad.

However, if the Qualified Employee does not satisfy either of the conditions above because he became disabled while he was a Covered Employee and continues to be so disabled, he will remain eligible for benefits with respect to that disability, subject to other limitations on Plan benefits, even though, as a result of that disability, he did not render compensated service or receive vacation pay during the prior month.

A Qualified Employee who is no longer a Covered Employee due to disability, furlough, leave of absence, or discharge will again be a

Covered Employee on the date he begins to render compensated service for a participating railroad, provided that the Employee:

- (1) Renders compensated service within 12 calendar months after he is no longer a Covered Employee; and
- (2) Renders compensated service under a schedule agreement held by a labor organization listed in the definitions of Employee above.

Such Employee will be a Covered Employee for the rest of that calendar month in which he began to render compensated service again.

A Qualified Employee who no longer renders compensated service may continue to be a Covered Employee if his employing railroad:

- (1) Continues to provide Plan benefits under compensation maintenance provisions of an agreement, a statute, or an order of a regulatory authority; and
- (2) Continues to make the same contributions to the Plan as if the Employee had rendered compensated service.

**If an Employee is furloughed or ceases to maintain his employment relationship with a participating railroad, his receipt of vacation pay will not continue Plan coverage.**

## **Termination of Coverage**

Your coverage will end on the earlier of the date:

- (1) The Plan ends;
- (2) Your employing railroad or labor union no longer participates in the Plan;
- (3) The Plan is changed to end the coverage for the class of Employees of which you are a member; or
- (4) You are no longer a Covered Employee (although you may continue to receive benefits for a continuing disability that began while you were a Covered Employee, subject to other limitations on Plan benefits).

## **Return to Work**

When a Covered Employee's physician determines that the Employee is no longer Totally Disabled and the Employee is medically qualified to return to work, but the carrier's designated medical officer finds in his medical judgment that such employee is not medically qualified to return to work, the employing railroad shall promptly notify the Employee. The Employee's disability payments due under the Plan shall continue until the sooner of (1) the date the Employee is found to be medically qualified to return to service by the carrier's designated medical officer, or (2) the expiration of the 364 maximum benefit period for such disability.

Nothing contained herein shall be construed to extend the amount or duration of payments under the Plan to any employee beyond that currently provided.

## V

# BENEFIT PROVISIONS

### Benefits Payable

Benefits will be paid to you if you become Totally Disabled due to accident or sickness, subject to the following:

- (1) The Period of Total Disability must start while you are a Covered Employee;
- (2) You must be certified Totally Disabled by a legally qualified physician; and
- (3) Benefits are subject to all the terms, conditions, limitations, and exclusions of the Plan.

Benefits start on the fifth (5th) consecutive day of Total Disability and will be paid monthly (or more frequently, in the Plan Administrator's discretion) while a Period of Total Disability continues. If the Plan pays benefits more frequently, the total benefits paid for any Period of Total Disability will be no more than the total benefits that would have been paid monthly.

The maximum benefit period is 364 days of the Period of Total Disability.

**“Total Disability” or “Totally Disabled”** means that because of an accident or sickness:

- (1) A legally qualified physician is giving you care that is appropriate for the nature of the condition (the Plan will waive this requirement, in its discretion, if continued care would be of no benefit to you); and
- (2) You are unable to perform:
  - (a) The duties of any job available to you in your craft; or
  - (b) The duties of the last job on which you worked before your disability began, if there is no job available to you in your craft.

### **Special Temporary Rule for Covid-19-Related Quarantines**

Solely during the period from March 27, 2020 to December 31, 2020, you will be treated as though you are Totally Disabled (for purposes of the Plan and for no other purpose) if you:

- 1) Have symptoms of Covid-19 but do not yet have a positive test result, and are required or instructed to be in quarantine by a health care provider or a public health official; or
- 2) Are instructed to be in quarantine by your Employer due to Covid-19 exposure or potential exposure and your worksite remains open during the period of your Employer's instruction to quarantine. You must provide proof of the Employer instruction for quarantine, or if not available, sign an Affidavit describing your exposure to Covid-19 and stating that you were instructed by your Employer to be under quarantine.

You will not be considered to be Totally Disabled if you are under a voluntary or state or federal mandated quarantine or period of self-isolation.

**“Period of Total Disability”** means a period of time during which you are Totally Disabled from one or more causes. It starts the first full day of Total Disability after you stop rendering compensated service for your employing railroad. The Period of Total Disability ends on the sooner of:

- (1) The date you are no longer Totally Disabled; or
- (2) The date you go back to active work for any employer.

### **Successive Periods of Disability**

Whether or not your Total Disability began while you were a Covered Employee, successive periods of Total Disability will be considered one Period of Total Disability unless the later period:

- (1) Is separated by a period of 90 consecutive calendar days during which you have worked on a full-time basis; or

- (2) Is due to an entirely unrelated cause and begins after you have returned to active work on a full-time basis for at least one day.

### **Termination of Benefits**

Benefits for your Total Disability will end on the sooner of:

- (1) The date of your death;
- (2) The date you are no longer Totally Disabled; or
- (3) The date you have received 364 days of benefits with respect to your Total Disability (this period does not include the days you did not receive benefits because you received vacation pay).

### **Employees Paid in Canadian Funds**

Dollars and cents for an employee paid by a railroad in Canadian funds will mean dollars and cents in Canadian funds. Payments made to these employees in United States funds under RUIA, other laws, or private plans, will be converted to their Canadian equivalents when reductions are made (as provided on pages 15-17) if the value of the Canadian dollar varies by more than one cent from the value of the United States dollar.

### **Local Agreements**

The benefits of Covered Employees represented by unions that have entered into local agreements with a participating railroad will be the benefits specified in this booklet, if the railroad is required to make the same contribution for this Plan as that made by the railroads who are parties to the applicable national agreements. The wage rate used to determine whether a Covered Employee is entitled to Class 1, Class 2, or Class 3 benefits will be the Covered Employee's wage rate as specified in the local agreement with the participating railroad.

### **Amount of Benefits**

The amount of benefits is the "Basic Benefit Amount" reduced by the "Reductions Applicable to Basic Benefit Amount." Your benefits under the Plan are intended to supplement the RUIA sickness benefits and payments you receive from certain other sources.



Please note that if you are not qualified or eligible to receive RUIA sickness benefits for your disability, you are not eligible to receive benefits under the Plan.

### **Employee Class**

For purposes of receiving benefits under the Plan, you will be classified in accordance with your rate of pay as shown below. Your rate of pay:

- (a) Includes any differentials regularly paid on the position plus any applicable cost of living allowance; and
- (b) Is the rate of pay, for the position you last worked prior to becoming disabled in effect as of the January 1<sup>st</sup> prior to your becoming disabled.

<b>Effective as of July 1, 2020*</b>	
<b>Class 1</b>	Greater than or equal to \$32.71 per hour or \$5,692 per month
<b>Class 2</b>	Greater than or equal to \$27.00 per hour or \$4,698 per month and less than \$32.71 per hour or \$5,692 per month
<b>Class 3</b>	Less than \$27.00 per hour or \$4,698 per month

**\* The rates of pay set forth above are adjusted annually. Refer to the schedule of benefits posted to [www.yourtracktohealth.com](http://www.yourtracktohealth.com) for current rates of pay.**

### **Basic Benefit Amount**

The Basic Benefit Amount is based on a number of factors including (1) compensation; (2) the daily benefit rate established by the RRB; and (3) whether or not the Covered Employee has exhausted the maximum RUIA sickness benefits in the RUIA benefit year involved.

For Periods of Disability beginning on or after July 1, 2020 until June 30, 2021, the basic benefit amount is as shown below:

	Covered Employees Who <b>Have Not</b> Received Maximum RUIA Sickness Benefits in the RUIA Benefit Year Involved		Covered Employees Who <b>Have</b> Received Maximum RUIA Sickness Benefits in the RUIA Benefit Year Involved	
	<u>Per Month</u>	<u>Per Day*</u>	<u>Per Month</u>	<u>Per Day*</u>
<b>Class 1</b>	\$2,114	\$70.47	\$3,751	\$125.03
<b>Class 2</b>	\$1,714	\$57.13	\$3,351	\$111.70
<b>Class 3</b>	\$1,370	\$45.67	\$3,007	\$100.23

\* The “per day” rate is the monthly rate divided by 30. The rate applies to a disability lasting less than a month or the extra days for which a disability lasts more than a whole month.

**The RRB sets the daily benefit rate for each class on an annual basis, and additional changes could apply due to sequestration orders. After the RRB publishes new rates, the Plan Administrator will update yourtracktohealth.com with the Base Benefit Amount as soon as administratively practicable.**

**A Covered Employee during his initial RUIA registration period (the first 14 days of Total Disability) after all certification requirements are met will receive: (i) benefits for the 5th through the 14th day of disability at the applicable Basic Benefit Amount shown above, plus (ii) an amount equal to the total RUIA benefit that would have been payable for days of sickness, had it not been for RUIA’s “waiting period” requirement. Benefit payments after that will be made monthly. A “month” is a period equal to 30 calendar days. The Plan Administrator may also determine, in its discretion, that the Plan will pay benefits more frequently than monthly (e.g., weekly or bi-weekly), based on the per day benefit. If the Plan pays benefits more frequently, the total benefits paid for any Period of Total Disability will be no different than the total benefits that would have been paid monthly.**

## Reductions Applicable to Basic Benefit Amount

Your Basic Benefit Amount may change during your Period of Total Disability (up to the maximum benefit period under the Plan).

### *RUIA Sickness Benefits*

- (1) If you receive the maximum RUIA sickness benefits during a RUIA benefit year, your Basic Benefit Amount will increase during your Period of Total Disability when you do not receive additional RUIA sickness benefits.
- (2) If during your Period of Total Disability a new RUIA benefit year begins and you are qualified and eligible to receive RUIA sickness benefits again, your Basic Benefit Amount will decrease.
- (3) If during your Period of Total Disability a new RUIA benefit year begins and you are not qualified and eligible to receive RUIA sickness benefits again, your Basic Benefit Amount will decrease.
- (4) If RUIA sickness benefits increase, so that the sum of
  - (a) 21.75 times the average daily sickness benefits for your class under RUIA, plus
  - (b) The Basic Benefit Amount provided for you while receiving sickness benefits under RUIA

is more than the Maximum Monthly Benefit Amount shown below for your class, your Basic Benefit Amount will be reduced by an amount equal to the excess.

### *Maximum Monthly Benefit Amount:*

<b>July 1, 2020 to June 30, 2021</b>	
Class 1	\$4,024
Class 2	\$3,590
Class 3	\$3,223

**The Plan Administrator will update [yourtracktohealth.com](http://yourtracktohealth.com) with maximum monthly benefit amounts as soon as administratively practicable after the next collective bargaining agreement have been finalized.**

### *Other Payments*

Your Basic Benefit Amount may also decrease if together with your RUIA sickness benefit and payments received from other sources, your monthly amount exceeds the Maximum Monthly Benefit Amount as shown above on page 17 for your class. Other payments include:

- (1) Annuity payments under the Railroad Retirement Act;
- (2) Benefit payments under Title II of the Federal Social Security Act;
- (3) Unemployment, maternity, or sickness benefits under any unemployment, maternity, or sickness compensation law other than RUIA; and
- (4) Any other social insurance payments under any law.

If you do not receive sickness benefits under RUIA because of the provisions of Section 4(a-1) (ii) of such Act\*, the Basic Benefit Amount, reduced as provided above, will be paid. Item (k) under Limitations and Exclusions on page 19 will not apply to this provision.

\*Section 4(a-1) (ii) of RUIA provides that you will be disqualified for benefits for any day for which you receive unemployment, maternity, or sickness payments under another law. If you receive payments as described in (1), (2), or (4) above, they will be offset against your payments under RUIA.

If you receive any payments described in (1), (2), (3), or (4) retroactively for a period for which benefits were paid under this Plan, the Plan may get back any excess benefits it has paid. The amount returned will be the difference between the benefits actually paid by the Plan and the lesser amount the Plan would have paid had the retroactive payments been made before the Plan's benefits were paid.



**NOTICE OF DISABILITY FORM – Supplemental Sickness Benefit Plan**

**The Hartford**  
**P.O. BOX 14869**  
**LEXINGTON, KY 40512**  
**PHONE: (800) 205-7651**  
**FAX: (833) 357-5153**

**THE HARTFORD** is the claim administrator for your Railroad Supplemental Sickness Benefit Plan  
**Within 60 days of your first day absent from work call 1-800-205-7651 or**  
**complete & mail or fax this form.**

SECTION I THIS SECTION MUST BE COMPLETED BY OR ON BEHALF OF THE EMPLOYEE FOR ALL CLAIMS			
Name of Employee (Please Print)	Date of Birth	Social Security Number	Employee Number
Employee's Address (Street) (City) (State) (Zip)	Telephone ( )	Hire Date	
Name of Employer		Indicate which Organization represents you: _____ARASA	
Department Last Worked	Location Last Worked		
Date You Last Worked	Next Scheduled Work Day	<input type="checkbox"/> Maintenance of Way <input type="checkbox"/> Electrical Workers <input type="checkbox"/> Boilermakers, etc. <input type="checkbox"/> Other <input type="checkbox"/> Signalmen <input type="checkbox"/> Railway Carmen <input type="checkbox"/> Firemen & Oilers	
Rate of Pay (per hr./ per month) \$		Occupation	
Date You Became Disabled		Supervisor's Name	Telephone No. ( )
Name of All Treating Physicians		Indicate Cause of Disability	
1.	( )	<input type="checkbox"/> Accident (Complete Part II)	<input type="checkbox"/> Sickness
2.	( )	Have you returned to work? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3.	( )	<ul style="list-style-type: none"> <li>• If Yes, provide your return to work date:</li> <li>• If No, when do you expect to return to work?</li> </ul>	
4.	( )	Have you received vacation pay since your last day worked? <input type="checkbox"/> Yes <input type="checkbox"/> No provide date(s)	
Date of First Treatment		Do you hold any of the following certifications? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DOT <input type="checkbox"/> CRANE <input type="checkbox"/> CDL <input type="checkbox"/> Other	

• If Yes, Have you been medically certified to return to work? Yes  No

Have you completed a total of at least 12 calendar months of employment with one or more participating railroads? Yes  No  Did you work for the Employer named above (or take vacation with pay) in the month before you became disabled? Yes  No

**SECTION II TO BE COMPLETED ONLY IF ACCIDENT INVOLVED**

Date of accident: \_\_\_\_\_ Were you at work when the accident happened? Yes  No  If yes, for whom? \_\_\_\_\_

Explain how accident happened \_\_\_\_\_

Was a railroad off-track vehicle involved? Yes  No  Did injury result from a traffic accident? Yes  No  Will a liability claim be made? Yes  No

**SECTION III THIS SECTION MUST BE COMPLETED BY OR ON BEHALF OF THE EMPLOYEE FOR ALL CLAIMS**

**Benefits under the Railroad Unemployment Insurance Act:**

1. Have you applied for sickness benefits under the Railroad Unemployment Insurance Act? Yes  No   
If not, why not? I am not qualified under the Act  My benefits have exhausted for this benefit year  Other

**Other Income Benefits:**

1. Are any of the "Other Income Benefits" listed below available to you while disabled? (If yes, check each of the following that apply, and show the monthly amounts payable) Yes  No

- Railroad Retirement Act – Disability Annuity \$ \_\_\_\_\_
- Social Security Act  Because of Age  Because of Disability \$ \_\_\_\_\_
- Military Pension  Because of Years of Service  Because of Disability \$ \_\_\_\_\_
- Wage Continuation \$ \_\_\_\_\_
- Off-Track Vehicle Agreement \$ \_\_\_\_\_
- Protective Agreement \$ \_\_\_\_\_
- Advancement from possible settlement with Railroad \$ \_\_\_\_\_
- Any other plan toward the cost of which any employer has contributed. (Specify) \_\_\_\_\_

**FRAUD STATEMENT**

If your application for benefits includes information that you know is false or misleading, you may be subject to criminal and civil penalties for fraud. Penalties may include imprisonment, fines, and denial of benefits. You may also be required to pay damages and could be subject to discipline by your employing railroad.

EMPLOYEE SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**You may file your claim over the telephone by calling: 1-800-205-7651, by mail, fax, or via the World Wide Web by logging onto: <https://abilityadvantage.thehartford.com>**





### *Other Disability Benefits*

If you are eligible for benefits for a disability under any other plan, fund, or arrangement by any name for which an employer has contributed, the Basic Benefit Amount will be reduced so that the sum of:

- (1) The benefits for which you are eligible under other plans, funds, or arrangements; plus
- (2) Your RUIA sickness benefits; plus
- (3) The Basic Benefit Amount

will not be more than the Maximum Monthly Benefit Amount for your class.

A plan, fund, or arrangement includes, but is not limited to:

- (1) Any group life policy providing installment payments for permanent total disability;
- (2) Any group annuity contract;
- (3) Any pension or retirement annuity plan;
- (4) Any group accident and health insurance paying loss of employment time benefits for disability;
- (5) Any employer sick leave or wage continuation program; or
- (6) Any loan arrangement between employee and employer where the employer has a right of recovery.

### *Off-Track Vehicle Accident*

If you are disabled in an off-track vehicle accident covered under applicable provisions of the national agreements, the Basic Benefit Amount will be reduced by the amount of any payment made to you by reason of that coverage for time loss with respect to that disability.

## **Limitations and Exclusions**

No payment will be made for any disability under this Plan for:

- (a) The first four (4) consecutive days of any Period of Total Disability;
- (b) More than 364 days during any Period of Total Disability subject to item (j) below;
- (c) Any period during which you are not certified as receiving treatment by a legally qualified physician;
- (d) Any day you render compensated service or otherwise work for or receive pay from any employer;
- (e) Any disability which begins after you have started work on a regular or permanent basis for a participating railroad other than on a position coming under a schedule agreement held by a participating labor union (covered position) unless the last position on which you worked before the start of your disability was a covered position;
- (f) Any disability due to intentionally self-inflicted injury or sickness;
- (g) Any disability caused by you committing or attempting to commit an assault, battery, or felony;
- (h) Any disability due to war or act of war (whether war is declared or not), insurrection or rebellion, or your participation in a riot or civil commotion;
- (i) Any disability starting after your employment with the participating railroad has ended. This exclusion will not apply if you are a Covered Employee and you leave the service of one participating railroad and, without missing more than one (1) week of work, start work for another participating railroad on which you are already a Qualified Employee and for that reason end your employment with the former railroad;
- (j) Any period for which you receive vacation pay during a disability (instead, the Plan's disability benefit period will be extended beyond 364 days by the number of days for which benefits are denied because of vacation pay);

- (k) Any period for which you are eligible to receive RUIA sickness benefits but are denied benefits for any reason including your failure to apply; or
- (l) Any disability if you fail to provide timely notice of disability as specified on page 1.

## VI

### CLAIMS PROVISIONS

**A claim for benefits under the Plan must be filed with the Claims Administrator within 60 days of the start of disability, regardless of whether or not you qualify or are eligible for RUIA sickness benefits for the RUIA benefit year.** Any reference to “you” in this Section VI will also include your authorized representative.

#### **File a Claim with the Plan**

##### **Notice of Claim/ Disability**

Notice of any accident or sickness must be given within 60 days of the start of disability. The start of disability is the first full day of Total Disability after you stop rendering compensated service for your employing railroad. You can complete and submit the Notice of Disability form (enclosed) by mail or fax to the Claims Administrator. You can also file a claim over the telephone or online. (See page 2 for contact information for each of these methods.)

If you do not provide notice within 60 days of the start of disability, the Claims Administrator will deny your claim for benefits, unless your failure to provide notice within 60 days is due to a serious physical or mental injury or illness sustained by you. However, you must provide notice to the Claims Administrator as soon as improvement of that serious physical or mental injury or illness permits. If you do not provide notice as soon as improvement of the serious physical or mental injury or illness permits, the Claims Administrator will deny your claim for benefits.

##### **Proof of Disability**

A claim for benefits must be supported by proof of Total Disability. After the Claims Administrator receive your notice of claim/ disability, the

Claims Administrator will seek information to establish proof of Total Disability. The Claims Administrator will obtain your medical records, speak with your treating medical provider, and/or seek other information concerning your claim. If the Claims Administrator provides a proof of disability form to your treating medical provider, the completed form must be sent back to the address listed on the form or by fax. If the form cannot be completed, your medical provider must provide adequate written or oral information concerning the nature and extent of your disability. The completed form or the proof of disability must be provided within 90 days of the start of the Period of Total Disability for which benefits are claimed under the Plan. However, a claim will still be considered if it was not possible to furnish completed form(s) or other requested proof of disability information within this 90-day period and the proof was furnished as soon as possible. If you or your treating medical provider fails to submit proof of disability within the 90-day period, or as soon as possible thereafter, your claim will be denied.

### **Investigation and Physical Examination**

The Claims Administrator may make such investigations of your claim as it deems necessary. The Claims Administrator also will have the right to examine you as often as it may reasonably require while a claim is pending. This will be at the expense of the Plan. If you fail to cooperate with the Claims Administrator's investigation of your claim or the Claims Administrator's request that you submit to an examination, the Claims Administrator will deny your request for benefits

### **Timing of Determination**

The Claims Administrator will respond to your claim for benefits within 45 days after it receives your claim. The period for response may be extended twice for periods no longer than 30 days each, if the Claims Administrator notifies you of the need for extension before the end of the applicable period (e.g., the initial 45-day period or the 30-day extended period), and if the extension is needed because of matters beyond the control of the Plan. A written notice of extension will explain the reason for the extension, the date by which a decision is expected to be made, the standards on which your entitlement to a benefit is based, the unresolved issues that prevent a decision from being made, and any additional information needed from you to make a decision on your claim. You will have 45 days from the time a request for additional information is sent to provide the information to the Claims Administrator. The period from which you are notified of the additional required information to the

date you respond (or, if you fail to respond, until your response is due) is not counted as part of the determination period.

### **Determination Notice**

If your claim for benefits under the Plan is denied, you will receive an explanation written in a manner that can be reasonably understood by you with the following information:

- (1) Reason(s) for the denial;
- (2) Reference to the Plan provision(s) on which the denial is based;
- (3) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such additional material or information is necessary;
- (4) An explanation of the claims appeal procedures and the time limits associated with those procedures, including a statement of your right to bring suit under section 502(a) of ERISA after you have exhausted your administrative remedies;
- (5) If your claim is denied because the Claims Administrator determined that you were not receiving care which is appropriate for the nature of your condition, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical condition, or a statement that such explanation will be provided to you at no charge upon request;
- (6) Either the specific internal rules, guidelines, protocols, standards or other similar criteria that the Claims Administrator relied on in denying your claim, or a statement that such internal rules, guidelines, protocols, or other similar criteria do not exist;
- (7) A statement that you are entitled to receive reasonable access to, and copies of, all documents, records, and other information relevant your claim at no cost upon your request; and
- (8) An explanation for disagreeing with or not following:
  - (a) The views of health care professional treating you and vocation professionals who evaluated you, as presented by you in your claim,

- (b) The views of medical or vocational experts whose advice was obtained in connection with the determination, without regard as to whether the advice was relied upon, and
- (c) A disability determination regarding you made by the Social Security Administration.

## **First Level Appeal**

If you disagree with the Claims Administrator's determination, you may submit a written First Level appeal by mail or fax. (See page 2 for contact information for each of these methods.) You must submit an appeal to the Claims Administrator within 180 days of the date you received your claim denial notice. If your appeal to the Claims Administrator is not filed on time, it will be denied. Your written appeal must include:

- (1) A statement that you are appealing the claims determination;
- (2) Reasons for your disagreement; and
- (3) Any evidence or documents to support your position.

Upon written request, you have the right of reasonable access to, and copies of, all documents, records, or other information relevant to your claim for benefits. A qualified individual who was not involved in the decision being appealed, or a subordinate of such person, will be appointed to decide the appeal. If your appeal is related to a medical judgment, the review will be done in consultation with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment and who was not involved, or a subordinate of such person, in the prior determination. The Claims Administrator may consult with, or seek the participation of, medical experts as part of the appeal resolution process. You consent to this referral and the sharing of pertinent health claim information.

The reviewer will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the prior determination. The reviewer will not afford deference to the initial determination. In addition, the reviewer will identify any medical or vocation experts whose advice was obtained in connection with a denial,

even if the advice was not relied upon in making the determination. Before issuing a denial, the Claims Administrator will provide to you (i) any new or addition evidence considered, replied upon, or generated by or at the direction of the reviewer, and (ii) any new or additional rationale upon which the denial is based. This information will be provided free of charge and sufficiently in advance of the decision to give you a reasonable opportunity to respond.

### **Timing of Appeal Determination**

You will be notified of the Claims Administrator's decision upon review within a reasonable period of time, but no later than 45 days after receipt of your appeal request. The 45-day period may be extended for an additional 45-day period if the Claims Administrator determines that special circumstances (such as the need to hold a hearing) require an extension of time. You will be provided with written notice prior to the expiration of the initial 45-day period. Such notice will state the special circumstances requiring the extension and the date by which the Claims Administrator expects to render a decision. If you must provide additional information, you will have 45 days from the time a request for additional information is sent to provide the information to the Claims Administrator. The period from which you are notified of the additional required information to the date you respond (or, if you fail to respond, until your response is due) is not counted as part of the determination period.

### **Appeal Determination Notice**

If your appeal is denied, you will receive an explanation written in a manner that can be reasonably understood by you with the following information:

- (1) Reason(s) for the denial;
- (2) Reference to the Plan provision(s) on which the denial is based;
- (3) A statement that you are entitled to receive, without charge, reasonable access to and copies of, all documents, records, and other information relevant your claim at no cost upon your request;
- (4) An explanation of the claims appeal procedures and the time limits associated with those procedures, including a statement

of your right to bring suit under section 502(a) of ERISA after you have exhausted your administrative remedies and a description of any applicable deadline to sue, including the calendar date on which the deadline to sue expires for the claim;

- (5) If your claim is denied because the Claims Administrator determined that you were not receiving care which is appropriate for the nature of your condition, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical condition, or a statement that such explanation will be provided to you at no charge upon request;
- (6) Either the specific internal rules, guidelines, protocols, standards or other similar criteria that the Claims Administrator relied on in denying your claim, or a statement that such internal rules, guidelines, protocols, or other similar criteria do not exist; and
- (7) An explanation for disagreeing with or not following:
  - (d) The views of health care professional treating you and vocation professionals who evaluated you, as presented by you in your claim,
  - (e) The views of medical or vocational experts whose advice was obtained in connection with the determination, without regard as to whether the advice was relied upon, and
  - (f) A disability determination regarding you made by the Social Security Administration.

## **Second Level Appeal**

If you disagree with the Claims Administrator's determination, you may submit a Second Level appeal by mail. (See pages 2-3 for contact information). You must submit an appeal to the Disputes Committee within 60 days of the date you received your appeal denial notice. If your appeal to the Disputes Committee is not filed on time, it will be denied. Your written appeal must include:

- (1) Your name;
- (2) Your claim number;



- (3) Your employee number or social security number;
- (4) Your employing railroad;
- (5) Your division or department, and location where employed;
- (6) Name of the union representing you;
- (7) Your date of disability;
- (8) A copy of the Claims Administrator's First Level appeal denial letter; and
- (9) Reasons for your disagreement.

After receipt, your Second Level appeal will be referred to an independent review entity engaged by the Plan. All expenses in connection with the resolution of disputes will be paid by the person(s) incurring the expenses. For example, fees and expenses of any health care professional consulted by the independent review entity will be paid by the Plan.

If your appeal is related to a medical judgment (e.g., determination of physical condition, cause of disability, or start of disability), the independent review entity will appoint one or more legally qualified physician(s) with appropriate training and experience in the field of medicine involved in the medical judgment and who was not involved, or a subordinate of the healthcare professional consulted with the decision being appealed, to review your case. The independent review entity will notify the Claims Administrator of the appeal decision and the Claims Administrator will send the appeal determination notice to you. Unless explained here, all other provisions that apply to a First Level appeal also apply to a Second Level appeal (e.g., appeal determination notice information).

The decision by the Claims Administrator is final, conclusive, and binding. The Claims Administrator has final claims adjudication authority under the Plan.

### **Legal Actions**

No action can be brought by you to receive a benefit under the Plan until you have exhausted the appeals process. Furthermore, no action can

be brought after three (3) years have passed from the prescribed deadline for filing a notice of claim/disability with the Claims Administrator.

## **Choice of Medical Provider**

You are free to seek the services of any medical provider legally practicing medicine. Neither the Plan nor the Claims Administrator will in any way disturb the doctor-patient relationship.

## **Approved Claim**

### **Time of Payment**

If your claim for benefits have been approved (e.g., the Claims Administrator determines that you are Totally Disabled), all accrued benefits will be paid monthly (or more frequently, in the Plan Administrator's discretion). Any balance that has not been paid by the end of the maximum benefit period during your Period of Total Disability will be paid immediately upon receipt of due written proof. The proof must include documentation that you have filed a claim and was approved and any other proof of disability that the Claims Administrator requires.

### **Payment of Claims**

All benefits will be paid to you, if living, otherwise to your estate.

If benefits are payable:

- To your estate; or
- To a person who cannot legally give a valid release,

the Plan may pay up to \$1,000 to someone related to you by blood or marriage who the Claims Administrator believes has a right to it. Neither the Plan nor the Claims Administrator will be held responsible for any such payment made in good faith.

### **Periodic Review**

If the Claims Administrator makes a determination of Total Disability, the Claims Administrator may periodically require proof that your Total

Disability continues. Your treating medical provider must provide the Claims Administrator with adequate additional information concerning your disability upon request. If you or your treating medical provider fails to cooperate with the Claims Administrator's requests for this additional information, the Claims Administrator will terminate your benefits.

If the Claims Administrator finds that you are no longer Totally Disabled or otherwise entitled to receive benefits under the Plan, the Claims Administrator will terminate your benefits and notify you in writing. This termination would be considered a denied claim for purposes of the claims procedures. Therefore, you are subject to the same rights and levels of appeal as if you are filing a claim.

## VII

### ADDITIONAL INFORMATION

#### **Federal Tax Information**

Federal law requires that benefit payments under this Plan be reported to the Internal Revenue Service, if your employer makes contributions to the Plan. You will be furnished with 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. Your employer is required to pay a matching share of the Railroad Retirement Tax withheld.

#### **Liability Cases**

This Plan has been established and maintained issued in fulfillment of certain collective bargaining agreements. The agreements contain the following provision:

In case of a disability for which the employee may have a right of recovery against the employing railroad or third party, benefits will be paid under this Plan pending final resolution of the matter so that the employee will not be exclusively dependent upon his sickness benefits under the Railroad Unemployment Insurance Act. However, the parties hereto do not intend that benefits under this Plan will duplicate, in whole or in part, any amount recovered for loss of wages from the employing railroad or a third party, and they intend that benefits paid under this Plan will satisfy any right of recovery for loss of wages against the employing railroad to the extent of the benefits so paid. Accordingly, benefits paid under this Plan will be offset against any right of recovery for loss of wages the employee may have against the employing railroad; the insuring agent [now the Plan] will be subrogated to any right of recovery for loss of wages the employee may have against any party other than the employing railroad; . . .

Thus, if benefits are paid under this Plan, the benefit payments will be deducted from any payment made in any case involving a claim for loss

of wages and in which the employer or a third party may be liable for the injury.

## **Subrogation**

In the event any benefits are paid to a Covered Employee under the Plan, the Plan shall be subrogated and succeed to the Covered Employee's right to receive a payment for loss of wages against any third party, other than the employing railroad.

The Plan shall also automatically have a first lien upon any recovery that the Covered Employee receives, or may be entitled to receive, from a third party other than the employing railroad, on account of such loss wages, and shall have a right of reimbursement up to the amount of the Plan's lien, out of any recovery.

The Covered Employee shall pay over to the Plan all sums received, by suit, settlement or otherwise, on account of such loss of wages, but not to exceed the amount of benefits paid under the Plan.

As a condition to paying any benefits under the Plan, the Claims Administrator requires the Covered Employee to assign to the Plan any payment or right thereto from any third party other than the employing railroad to the extent that benefits are payable under the Plan.

By accepting benefits under the Plan, the Covered Employee agrees to the lien and that any amounts recovered from any third party other than the employing railroad will be applied first to reimburse the Plan, regardless of whether the Covered Employee has been fully compensated for all losses by the third party.

For purposes of this provision, a payment which does not specify the matters covered by it shall be deemed to include a payment for loss of wages to the extent of any actual wage loss due to the disability involved.

The Covered Employee shall take action, furnish such information and assistance, execute such assignments and other instruments as the Claims Administrator may require to facilitate enforcement of the rights of the Plan, and shall take no action prejudicing the rights and interest of the Plan.

## **Recovery of Overpayments**

The Plan has the right to recover any overpayments due to fraud, any error made in processing a claim, your receipt of other payments, your eligibility to receive benefits for a disability under any other plan, fund, or other arrangement for which an employer has contributed, or any other reason. In the event of an overpayment, you must reimburse the Plan in full, regardless of whether you have retained the benefits you received and/or the payments you received from another source which gave rise to the overpayment. In any event, the Plan shall automatically have a first priority lien upon any overpaid benefits and any benefits received from another source that gives rise to the overpayment, up to the amount of the overpayment. If the Claims Administrator notifies you of an overpayment and you fail to reimburse the Plan for the full amount, the Plan may initiate legal action to obtain legal and/or equitable relief to recover the overpayment. If the Plan is successful in that legal action, the Plan will seek the full relief available to it under the law, including but not limited to recovery of the overpayment, interest, costs, and attorney's fees. If the Plan determines that the overpayment resulted from fraud, the Plan will pursue all appropriate legal remedies. The Claims Administrator may also recover overpayments that you fail to reimburse by withholding all or some benefits that would otherwise be payable to you under the Plan, until such time as the overpayment has been recovered.

## **Interpreting Plan Provisions**

The Claims Administrator has discretionary authority to determine whether and to what extent Covered Employees are entitled to benefits that the Claims Administrator administers and to construe all relevant terms, limitations, and conditions set forth in this booklet or in any other document or instrument pursuant to which the Plan is established or maintained. The Claims Administrator shall be deemed to have properly exercised this discretionary authority unless the Claims Administrator has acted arbitrarily or capriciously.

## VIII

### INFORMATION REQUIRED BY ERISA

The following information, together with the rest of this booklet, form the Summary Plan Description under the Employee Retirement Income Security Act of 1974, as amended from time to time, sometimes called "ERISA."

#### **Required Information**

##### **Name of Plan:**

Supplemental Sickness Benefit Plan Covering Railroad Shop Craft and Signal Employees

##### **Plan Identification Numbers:**

Employer Identification No. (EIN): 52-1162946

Plan No.: 508

##### **Type of Administration:**

Trusteed and self-funded. The Plan is administered directly by the Plan Administrator, which has retained a Claims Administrator to provide administrative services. All benefits are funded and paid directly by the Plan.

##### **Plan Administrator:**

National Carriers' Conference Committee  
251 18th St. South  
Suite 750  
Arlington, VA 22202  
Tel: 571-336-7600

The Plan Administrator has authority to control and manage the operation and administration of the Plan and is the agent for service of legal process. Service of process upon the Plan may also be made by serving its Trustee.

**Trustee:**

Truist Bank  
919 East Main Street, 7<sup>th</sup> Floor  
Richmond, VA 23219  
Tel: 804-782-7787

**Date of End of Plan Year:**

Each plan year ends on December 31.

**Source of Plan Contributions:**

Most participating employer pay the entire cost necessary for their employees to participate in the Plan. For employees of participating railroads that pay the entire cost of the Plan, there are no employee contributions. The cost of coverage for any covered General Chairman or other full-time labor representative will be paid through the labor union with which he or she is affiliated. A small number of participating employers may have collective bargaining agreements that provide for employees to contribute to the cost of the Plan through payroll deductions.

Contributions to the Plan are held in trust and invested by the Plan's Trustee until needed to pay Plan benefits.

**Claim Procedures:**

See Section VI – CLAIMS PROVISIONS.

**Plan Termination:**

The right is reserved in the Plan for the Plan Administrator to amend or modify the Plan in whole or in part any time.

A participating railroad or labor union has the right to terminate its participation in the Plan at any time by delivering to the Plan Administrator written notice of such termination, except as such right may be limited by obligations undertaken in collective bargaining agreements.



## **Rights and Protections**

As a participant in the Plan, you are entitled to certain rights and protection under ERISA including those described below.

### **Receive Information about Your Plan and Benefits**

- (1) You may examine without charge, at the Plan Administrator's office and at other locations, such as work sites and union halls, all Plan documents, including the administrative services contract with the Claims Administrator, the collective bargaining agreements under which the Plan was established and is maintained, and copies of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- (2) You may obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including the administrative services contract with the Claims Administrator, the collective bargaining agreements under which the Plan was established and is maintained, copies of the latest annual report (Form 5500 Series), and an updated summary plan description. The Administrator may make a reasonable charge for the copies.
- (3) You are entitled to receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon persons who are responsible for the operation of the employee benefit plan.

The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

## **Enforce Your Rights**

If your claim for a Plan benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may pursue the remedies outlined in this booklet and then seek review of any decision by initiating an action in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## **Assistance with Your Questions**

If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.



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