

901 Provisions of the Act and the Regulations

901.01 The Railroad Unemployment Insurance Act

a. Section 1 (j) of the Act provides that:

"The term 'remuneration' means pay for services for hire, including pay for time lost, and tips, but pay for time lost shall be deemed earned on the day on which such time is lost. The term 'remuneration' includes also earned income other than for services for hire if the accrual thereof in whole or in part is ascertainable with respect to a particular day or particular days. The term 'remuneration' does not include any money payments received pursuant to any non-governmental plan for unemployment insurance, maternity insurance, or sickness insurance."

b. Section 1 (k) of the Act provides, in part, that:

"(1) a day of unemployment, with respect to any employee, means a calendar day...with respect to which (i) no remuneration is payable or accrues to him...and (2) a 'day of sickness', with respect to any employee, means a calendar day...with respect to which (i) no remuneration is payable or accrues to him...: Provided, however, that 'subsidiary remuneration', as hereinafter defined in this subsection, shall not be remuneration for the purpose of this subsection except with respect to an employee whose base-year compensation, exclusive of earnings from the position or occupation in which he earned such subsidiary remuneration, is less than [an amount that is equal to 2.5 times the monthly compensation base for months in such base year as computed under section 1(i) of this Act]: Provided further, that remuneration for a working day which includes a part of each of two consecutive calendar days shall be deemed to have been earned on the first of such two days, and any individual who takes work for such working day shall not by reason thereof be deemed not available for work on the second of such calendar days....

"For the purpose of this subsection, the term 'subsidiary remuneration' means, with respect to any employee, remuneration not in excess of an average of \$15.00 a day for the period with respect to which such remuneration is payable or accrues, if the work from which the remuneration is derived (i) requires substantially less than full time as determined by generally prevailing standards, and (ii) is susceptible of performance at such times and under such circumstances as not to be inconsistent with the holding of normal full-time employment in another occupation."

901.02 Regulations

See Part 322, Remuneration, of the RRB's regulations.

902 Elements of the Provisions of the Act

902.01 Payable

Remuneration is payable if there is a legal obligation to pay either presently or at a future date.

902.02 Accrues

Remuneration accrues if it is derived from and related to the performance of work or service.

902.03 Days with respect to which remuneration is payable or accrues

are days on which it is earned or deemed to be earned. Remuneration for a working day which includes a part of two consecutive calendar days is deemed to have been earned on the calendar day on which the working day begins.

902.04 Remuneration is earned income

Each kind of income included in the definition of the term "remuneration" in the Act is a form of earned income. Income which is not earned is not remuneration.

902.05 Specified forms of earned income are remuneration

Earned income is remuneration if:

- a. It is pay for services for hire, or
- b. The accrual of the earned income is ascertainable with respect to a particular day or particular days.

902.06 Pay for time lost and tips

Pay for time lost is a form of pay for services for hire. Tips are remuneration only if they are earned income.

902.07 Payments excluded by definition

The Act specifically excludes from the definition of remuneration voluntary payments of payroll taxes, and contributions and payments under private or nongovernmental plans for unemployment, maternity, or sickness insurance.

903 Subsidiary Remuneration

Subsidiary remuneration does not prevent a day from being considered a day of unemployment or sickness, unless the employee who earns the subsidiary remuneration did not have base year compensation equal to 2.5 times the

monthly compensation base for months in the base year, which was paid for work in another position or occupation. Remuneration is subsidiary if all these conditions are met:

- a. The payment is not in excess of an average of \$15.00 a day for the period for which it is paid. The average applies to the "period" for which the remuneration is paid under the terms under which the work is performed. For instance, if the employee is customarily paid by the week, the average applies to the week. If the employee works by the month, the average applies to the month. If he or she is hired and paid by the hour or by the day, the period is a day.
- b. The work which produced the remuneration requires substantially less than full time as determined by generally prevailing standards.
- c. The work which produced the remuneration can be performed at such times and under such circumstances as not to be inconsistent with the holding of normal full-time employment in another occupation.

In circumstances in which the question of subsidiary remuneration arises, that question should be considered first. If the evidence does not support a determination that the payments are subsidiary remuneration, then the question whether the payments are remuneration attributable to particular days should be considered.

904 Supplemental Benefit Plans

Payments made under a nongovernmental plan for unemployment or sickness insurance are not compensation or remuneration. Therefore, such payments are not subject to tier II railroad retirement tax, although sickness payments may be subject to tier I tax. The determination whether a particular labor-management agreement or other arrangement constitutes such a nongovernmental plan for unemployment or sickness insurance is made by the Director of Policy and Systems, after study of the provisions of the plan. Listings of plans, usually referred to as "supplemental unemployment (or sickness) benefit plans," that affect railroad employees appear in Appendices F and G. The standards for nongovernmental plans are in Part 323 of the RRB's regulations.

905 Earned Income

905.01 Income

For the purposes of the Act, income is expressed in terms of money. Income, therefore, is money, or commodities, services or privileges which have an agreed money value. Commodities, services or privileges have an agreed money value if:

- a. Income is payable or accrues in the form of money and it is agreed that the whole or a specified part of the income accrued or payable may be paid in the form of commodities, services or privileges; or
- b. There is an agreement before the income accrues or becomes payable that:
 1. the commodities, services, or privileges in the form of which it is payable have a specified money value, and
 2. income to the extent of the specified money value is to accrue or be payable in the form of such commodities, services, or privileges.

905.02 Earned

Income is earned if it is payable or accrues in consideration of work or services performed in consideration of the income.

- a. Work is physical or mental activity.
- b. Service is the rendering of any labor, office or duty to another. The term describes obligation in relation to the person to whom the service is rendered rather than activity. Service may consist of readiness for activity or of a promise or arrangement to engage in activity.
- c. Income is in consideration of work or service if:
 1. the performance of work or service is contingent upon the accrual or income; or
 2. there is an expressed agreement that work or service should be performed in return for which income would be payable or accrue; or
 3. the statements or actions made before income was payable indicate that it was the intention of the persons involved that the payment or accrual of the income was related to the performance of work or service.
- d. Work or service is in consideration of income if:
 1. there is an agreement made prior to the performance of the work or service that income would be payable or accrue as a result of the work or service; or
 2. the statements or actions made prior to the performance of the work or service indicate that it was the intention of the persons

involved that income would accrue or be payable as a result of the work or service.

906 Pay for Services for Hire

906.01 Pay

Pay for services for hire is earned income payable or accrued in consideration of the performance of services for hire.

906.02 Services for hire

Services for hire are services performed in consideration of income, subject to continuing authority to supervise and direct the manner of performing the services.

906.03 Pay for time lost

Pay for time lost is a form of pay for services for hire. Time is lost when active service is not performed but the relation which originated in the performance of service for hire continues. Pay for time lost is usually allocated to time prior to the date of the award of pay for time lost. Benefits paid for days to which pay for time lost is allocated may be recoverable under section 2(f) of the Act.

Amounts awarded as pay for time lost may be allocated to time subsequent to the award. Such an amount allocated to a period of time subsequent to an award may be considered as pay for time lost only if, during this period, the employee actually loses time from the employer's service and retains an employment relation. Resignation, death or other termination of the employer-employee relation prevents any time after such termination from being considered as time lost. An amount allocated to time after termination of the employer-employee relation cannot be regarded as pay for time lost.

No day with respect to which pay for time lost is payable may be considered as a day of unemployment or a day of sickness.

Note: A payment for time lost is subject to contribution by the employer under the Unemployment Insurance Act and both the employee and employer are required to pay taxes under the Railroad Retirement Tax Act on the basis of such payment. If a payment is allocated to a period in the future, prescribed compensation and contribution reports are to be made after the end of each quarterly or annual reporting period to which any part of the payment is allocated.

906.04 Payments under job protection plans

Remuneration is sometimes paid to railroad employees in the form of allowances compensating them for wage losses resulting from abandonment or coordination of railroad facilities, merger of two or more railroads, technological changes, etc.

An employee who is entitled to receive such a protective payment for a particular period - a monthly allowance, for instance - may claim benefits under the Act pending receipt of the protective payment. In such case the benefits are paid subject to recovery under section 2(f) of the Act. A number of the most important job protection plans and the various types of payments they provide are described in Appendix A. Payments made under two of the plans are discussed below.

a. Washington Agreement of 1936

1. Displacement allowances are paid to employees who, as a result of a coordination, are removed from their former positions and required to work in positions compensated at a lower rate of pay. The amount of the displacement allowance is the amount by which the employee's average monthly compensation in the 12 months preceding the coordination exceeds the pay in the position in which he works after the coordination. This amount is paid for service equivalent to the average monthly time worked during the 12 months preceding the coordination. Displacement allowances are remuneration with respect to the days for which they are paid.
2. Coordination allowances are paid to employees who are unemployed as a result of a coordination, but who do not sever their relationship with the carrier and who remain subject to call. The monthly amount of the coordination allowance is equal to 60% of an employee's average monthly compensation during the 12 months preceding the coordination. It is payable for a number of months, not exceeding 60, depending upon the number of years of service preceding the coordination. Coordination allowances are remuneration with respect to the days for which they are paid.
3. The separation allowance is a lump-sum payment payable to employees eligible for a coordination allowance who may, at their option, elect to sever their relation with the carrier and to receive a lump-sum settlement in lieu of the coordination allowance. A separation allowance is equal to a certain number of months' pay, not exceeding 12 months, depending upon the number of years of service preceding the coordination. Employees who receive such allowances retain no rights as employees and are not subject to call for service. A separation allowance is remuneration, but such remuneration is not attributable to any day after the employment relation was severed.

b. National Job Stabilization Agreement of February 7, 1965

Under this agreement protected employees are retained in service and have their compensation preserved unless or until they retire, are discharged for cause, or are otherwise removed by natural attrition.

1. Monthly allowances are paid to employees as necessary to preserve their compensation. In determining the amount of a protective allowance for a particular month, account is taken of the employee's compensation and the amount of time worked in the month and his average monthly time worked in the last 12 months of compensated service before the date of the agreement. This allowance is considered to be remuneration with respect to a number of days in the month determined as follows: the number of hours actually worked in the month is subtracted from the monthly average hours for the base period; the remainder is converted into days and the resulting figure is the number of days for which the protective allowance is considered to be paid. The amount of benefits recovered under Section 2(f) will be the benefits paid for that number of days or the amount of the protective allowance for the month, whichever is less.

2. Lump-sum separation allowance Any protected employee who has 15 or more years of employment relationship with the carrier and is requested by the carrier to transfer to a new point that would require him to move his residence, may elect to resign and accept a lump-sum separation allowance instead. The separation allowance is computed in accordance with provisions of the Washington Agreement. The separation allowance is remuneration; the remuneration is not attributable to any day after the date of separation.

906.05 Guaranteed earnings

A payment under a plan which guarantees an amount of earnings or mileage in a specified period is remuneration with respect to each day in the specified period.

906.06 Tips

Tips are income in the form of fees or gratuities paid in consideration of service.

- a. Tips are earned income if the services for which they are paid are performed in consideration of the income.

- b. Tips are pay for services for hire if the services are performed in consideration of the income subject to continuing authority to supervise the manner of performing the services.

906.07 Layover days

Remuneration is not to be regarded as payable or accruing with respect to "layover" days, solely because the days are termed "layover" days.

906.08 Equivalent of full-time work

An employee who works fewer than five days each week under a compressed work schedule that provides the equivalent of full-time employment does not earn remuneration with respect to his or her additional rest days resulting from such

work schedule, but such employee will not be considered to be available for work on such rest days.

907 Ascertaining Accrual of Income with Respect to Particular Days

907.01 Income related to work or service

To be ascertainable with respect to a particular day or particular days, the accrual of income must be related to work or service performed on the particular day or particular days.

907.02 Relation of accrual to work or service

- a. The accrual of income is ascertainable with respect to days on which work is performed if the amount of income is proportionate to the estimated length of time needed to perform the work.
- b. The accrual of income is ascertainable with respect to days on which the performance of work or service is required.
- c. The accrual of income is ascertainable with respect to a day upon which a result is accomplished, if the accrual of a specified amount of income is contingent upon the accomplishment of such result.

907.03 Earned income which is not remuneration

Earned income other than pay for services for hire is not remuneration if it not related to work or service on a particular day or particular days.

907.04 Work day overlapping two calendar days

Income for a working day which includes a part of two consecutive calendar days is considered to have been earned on the calendar day on which the working day begins.

907.05 Commission on sales

Commissions on sales are to be regarded as remuneration with respect to the day or days on which sales are made.

907.06 Pay not attributable to holiday

Under some agreements, the daily rate of compensation of an extra employee is the weekly rate divided by the number of working days in the week. Most weeks contain five working days, so the daily rate is one-fifth the weekly rate, but in a week that includes a holiday, the daily rate is one-fourth the weekly rate. Regardless of such variations in daily rates, the pay the employee receives for

working in a holiday week is attributable only to the days on which he or she works. None of the pay is attributable to the holiday, unless, of course, he works on the holiday.

908 Consideration of Evidence

908.01 Claimant's certification acceptable in absence of conflicting evidence

The claimant's certification on Form UI-3 that he or she did not work on any claimed day and will not receive income, such as vacation pay or pay for time lost, constitutes sufficient evidence that no remuneration is payable or has accrued to the claimant with respect to any day for which he or she has registered on Form UI-3, unless conflicting evidence is presented. Likewise acceptable is the claimant's statement on Form SI-3 that he or she has not received wages for any claimed days in the claim period.

908.02 Conflicting evidence

Conflicting evidence is any information that the claimant has performed, on one or more days for which he or she registered, work from which earned income may be derived; or that the claimant has received or is entitled to receive payments which may be earned income, payable or accrued with respect to days for which the claimant has registered.

908.03 Information which is not conflicting evidence

Experience has shown that remuneration is usually not derived from certain kinds of work and that certain types of payments are not remuneration. Accordingly, the claimant's certification is not considered to be in conflict with the performance of work or the receipt of payments of the kinds set forth below.

a. Work

1. **Farming** - Work performed by a claimant on a farm which he or she owns or rents ordinarily does not produce remuneration since the accrual of income is not ascertainable with respect to a particular day or days. (See instructions on availability of self-employed persons and farmers.)
2. **Picketing** - A claimant does not earn income serving as a picket for a union of which he or she is a member, since the union can usually require that its members picket without pay and the picketing is performed to discharge the duties of membership. Picketing has no effect upon availability.
3. **Public relief** - Work performed under the immediate supervision of a state, county, or local relief agency as a requirement for the continued receipt of relief payments does not produce earned income since public relief payments are made on consideration of individual need and public policy.

b. Payments

1. Interest, dividends, and other returns on invested capital- Payments of interest, dividends and other returns on invested capital not coupled with the rendition of personal service are not earned income because they are not paid in consideration of service.
2. Nongovernmental insurance payments- Money payments received pursuant to any nongovernmental plan for unemployment, maternity, or sickness insurance are specifically excluded from the definition of remuneration in section 1(j) of the Act.
3. Pension- Although a pension paid to an individual by a person who previously employed him or her may be pay for services for hire, it is not payable with respect to days subsequent to the last day on which active service was performed since no return to active service is contemplated.
4. Relief- Payments of relief on the basis of need and without a work requirement by either public relief agencies or private charities are not earned income, since the payments are made in consideration of need. Payments of relief on the basis of need by a state, county or local public relief agency with a requirement that work be performed under the direct supervision of the agency are not earned income, since the payments are made on the basis of need and public policy and the work requirement is for the recipient's welfare.
5. Rent- Payments for the rental of property are not earned income unless the individual who receives such payments performs service in connection with the rental of property.
6. Strike benefits- Strike benefits paid by a union to its members are not earned income even though the recipients may be required to picket, since the payments are made in consideration of loss of income and union membership and since the requirement to picket is an obligation of union membership.

908.04 Effect of conflicting evidence

The claimant's certification on Form UI-3 or Form SI-3 does not constitute sufficient evidence that no remuneration is payable or has accrued to the claimant with respect to any day for which he or she has registered when there is evidence to the contrary in file. An investigation is to be conducted to determine whether remuneration is payable or has accrued, unless the information is sufficiently complete that a determination can be made on the basis of such information.

909 Determinations Based on Limited Information

909.01 Work for an employer

If there is information that a claimant has performed work for an employer, as defined in section 1(a) of the Act, other than a railway labor organization, consider that remuneration is payable or has accrued to the claimant with respect to the days on which he or she worked.

909.02 Work for person for whom claimant previously performed service for hire

If there is information that a claimant has performed work for a person for whom he or she previously performed service for hire, consider that remuneration is payable or has accrued to the claimant with respect to the days on which he or she worked.

909.03 Payments by an employer

If there is information that an employer as defined in section 1(a) of the Act, other than a railway labor organization, has paid or has acknowledged an obligation to pay a claimant for certain days, consider that remuneration is payable with respect to such days, unless it is alleged that the payments were not in consideration of service or were not payable with respect to such days. For example:

a. Vacation pay

When a payment under a vacation agreement is assigned to any days, consider that remuneration is payable with respect to such days. (See also section 910.05 .)

b. Wages while sick

Except as provided in section 910.05, a payment of compensation by an employer to an employee for days in a period during which the employee was absent from work on account of sickness, is to be considered remuneration for such days.

909.04 Payments by person for whom claimant previously performed service for hire

If there is information that a person for whom a claimant previously performed service for hire has paid or has acknowledged an obligation to pay the claimant for certain days, consider that remuneration is payable with respect to such days, unless the claimant denies that the payment is earned income or that it is payable with respect to such days.

909.05 Payments to local lodge officials

A payment by a local lodge of a labor organization to an employee for services as a local lodge official is to be regarded as subsidiary remuneration if such payment does not exceed an average of \$15.00 a day for the period with respect to which it is payable or accrues, unless there is information that the work from which the payment is derived does not require substantially less than full time as determined by generally prevailing standards, or is not susceptible of performance at such times and under such circumstances as not to be inconsistent with the holding of normal full-time employment in another occupation.

909.06 Claimant states that he or she earned income

If a claimant states that he/she earned income on certain days, consider that remuneration is payable or accrued to him/her for such days, unless the statement is later denied by the claimant.

909.07 Claimant indicates employment or holiday pay for day claimed

When a claimant indicates on an application or claim form that he or she worked on or received holiday pay for a day which is claimed as a day of unemployment or sickness, consider that remuneration is payable or has accrued to the claimant for such day.

909.08 Payments for National Guard duty

Pay for National Guard duty or reserve drills performed on a Saturday or a Sunday is to be considered as remuneration with respect to the days on which the duty is performed, regardless of the amount received by the claimant. Pay for National Guard duty or a reserve drill performed in an evening during the week is to be considered as reimbursement to the claimant for his or her expenses; as such, the payment would not prevent a day from being a day of unemployment or a day of sickness.

909.09 Mercantile establishment

A claimant who works in his/her own mercantile establishment is considered to be in receipt of remuneration if income from the work is ascertainable with respect to particular days. Each case in which a claimant works in his/her own mercantile establishment should be investigated. If investigation discloses that the claimant works regularly or does a substantial amount of work at irregular intervals, he/she is to be presumed to be receiving remuneration with respect to each day on which he or she works. If the claimant disagrees with the determination, the case should be referred to Policy and Systems-RIS. In any other case, i.e. where a claimant does not work regularly and does not perform a substantial amount of work, information as to the kind, amount, and frequency of

the work the claimant performs is to be forwarded to Policy and Systems-RIS for a determination as to whether the work produces income ascertainable with respect to particular days.

910 Evidence Required

910.01 Work

If the information that the claimant is performing work is insufficient for a determination, evidence is required on the following points:

- a. Description of the work performed.
- b. Whether income is payable or has accrued in consideration of the work.
- c. Whether the accrual of income is ascertainable with respect to a particular day or days.

910.02 Payments

If the information that a claimant has received or is entitled to receive payments is insufficient for a determination, evidence is required on the following points:

- a. Terms and conditions of payments.
- b. Whether the payment is in consideration of service.
- c. Whether the accrual of income is ascertainable with respect to a particular day or days.

910.03 Work or service in consideration of income

Consider that work or service is performed in consideration of income unless there is information that the work or service may be performed in consideration of something other than income. It will be necessary to determine on the basis of positive evidence, whether work or service was performed in consideration of income, if there is information that the work or service may have been performed for one of the following considerations.

a. Anticipation of future employment

An individual may perform service with the expectation that if his or her service is satisfactory, he or she will be employed to perform service for hire; or an individual may perform service for an enterprise which cannot pay for the service in the expectation that when the enterprise can afford to pay, the individual will be engaged to perform service for hire.

b. Board

An individual may perform work or service in consideration of board upon which there is no agreed monetary value.

c. Charity

An individual may perform work or service in consideration of sympathy, friendship, or compassion for another without expectation of income.

d. Companionship

An individual may perform work or service in consideration of companionship so that he or she may continue to frequent another's property.

e. Family ties

An individual may perform work or service in consideration of family relationship or in consideration of ties created by living in a household.

f. Payments in kind

An individual may perform work or service in consideration of commodities, service, or privileges upon which there is no agreed money value.

g. Reciprocal service

An individual may perform work or service in consideration of reciprocal promises of work or service upon which there is no agreed money value.

h. Shelter

An individual may perform work or service in consideration of living in a house or room upon which there is no agreed money value.

i. Training

An individual may perform work or service in consideration of training in the work or of maintaining his or her skills by performing work.

910.04 Pay for time lost

If there is information that income which may be in consideration of service was not payable upon performance of all or part of the service, but became payable upon the existence of other circumstances, an investigation should be conducted to determine whether such income is pay for service for hire and whether it is pay for time lost.

910.05 Vacation pay and allowances

Vacation pay and allowances are remuneration. Vacation pay is attributable to the days in a vacation period. An allowance in lieu of vacation is not attributable to any day for the purposes of section 1(k). The accrual and payment of vacation pay and allowances are governed ordinarily by vacation agreements and practices. The days, if any to which a payment under a vacation agreement are attributable depend upon the circumstances of payment.

a. Vacation agreement

In general, vacation agreements in the railroad industry provide for the accumulation of a right to a paid vacation. This right is to be exercised during a vacation year defined in the agreements. There is a method set forth of determining a vacation period for each employee. In the event that an employer cannot grant an employee his or her vacation, the employer is obligated at the end of the vacation year, if the employee is still in the employer's service, to pay an allowance in lieu of vacation. There is a special provision for the granting of vacation pay or allowances in lieu of vacation to employees who retire. Otherwise, the employer's obligation to make a payment ceases upon the death of the employee or upon the severance of his or her employment relation.

Accordingly, in any case where there is a question whether an employee has taken a vacation in accordance with a vacation agreement or whether any payment made pursuant to a vacation agreement is remuneration payable or accrued with respect to any day, it will be necessary to have information concerning the provisions of the agreement and an account of any local practices said to exist under the agreement. Where any payment in connection with a vacation agreement is not clearly within the provisions of the agreement, such as a payment on account of a deceased employee, the character of the payment may be determined on the basis of the intent of the parties.

b. Vacation Pay

1. If an employee takes a vacation in accordance with a vacation agreement, remuneration is payable or accrues to him or her with respect to the days in the vacation period, irrespective when payment is made. An employee is considered as taking a vacation when he or she is absent from work during a scheduled or assigned vacation period.
2. If an employee receives a payment for a vacation period scheduled or assigned in accordance with a vacation agreement, remuneration is payable to him or her with respect to the days in the vacation period.
3. If, in accordance with a vacation agreement, an employee is required to take his or her vacation on certain days (for example, days immediately following a

furlough), remuneration is payable with respect to such days, subject to the exception in item 5 below.

4. If an employee requests payment of any amount provided under a vacation agreement and such payment is made for any days when the employee is sick or unemployed, remuneration is payable with respect to such days.
5. If an employee elects in accordance with the provisions of the applicable agreement to waive payment of unused vacation allowance during a period of illness or unemployment, no remuneration is payable or accrues to him or her with respect to days in such period.
6. The vacation pay of operating (T&E) employees subject to the national agreement is attributable to all seven days of the vacation week. Conversely, the vacation pay of non-operating employees subject to the national agreement is attributable to the days that would otherwise be workdays, generally to non-rest days. The vacation pay of employees working a compressed schedule is attributable as shown on the payroll record, generally to four or five days per week. If the payroll record is inconsistent with the vacation agreement, submit information on the agreement and local practices through channels for an opinion.

c. Allowance in lieu of vacation

An allowance which is paid to an employee in lieu of vacation and which, for accounting purposes only, is carried on a payroll cannot be regarded as made with respect to the days in the particular pay period. An allowance in lieu of vacation may be found payable to an employee who dies, or ceases service for the purpose of receiving an annuity, or has not at the end of a vacation period had a vacation in accordance with the applicable vacation agreement, or has his or her vacation otherwise set aside in accordance with the provisions of the applicable agreement and practices.

If a claimant states that he or she received "pay in lieu of vacation" and there is no evidence to the contrary, initially consider that the pay is not attributable to any particular day or days and allow the payment of benefits accordingly. Send Form Letter ID-9g to the employer in such a case. If the employer then advises that the payment is attributable to a particular day or days, necessary adjustments should be made. In the case of an employee who dies or ceases service to receive an annuity, the RRB may, in the interest of the employee, allocate the payments to a period equivalent to the entire vacation period. In such cases, the payment is considered as vacation pay, and remuneration with respect to the days in the period to which allocated. In any case where vacation pay is reported as paid for days after the beginning date of a claimant's annuity, the payment is to be considered in lieu of vacation.

Appendices

Appendix A - Job Protection Plans

A. Introduction

Job Protection plans originate in a variety of ways - by agreement between management and labor, by order of the Interstate Commerce Commission, etc. The provisions of these plans that are of particular importance in connection with unemployment and sickness benefits are those calling for payments to protect employees. The major types of payments are listed below.

B. Effect of Protective Payments on Benefits

1. Monthly allowance to employee who is removed from his former position and placed in a lower-paid position. The allowance is remuneration. Usually it has no effect on benefits because the individual is not unemployed.
2. Monthly allowance to employee who retains his right to work and is available for service but does not have regular work. The allowance is remuneration. An employee entitled to this type of protection may receive unemployment benefits subject to recovery under Section 2(f) in case an allowance is later paid for the month in question. The method of determining the amount recoverable depends upon the protective agreement. If the agreement indicates that the allowance should be considered as paid for each day in the month all benefits paid for days in the month are recoverable (unless the allowance is less than the benefits). If the agreement indicates that the allowance should be considered not as remuneration for a lesser time not worked, the amount recoverable will ordinarily be the benefits for the number of days represented by the payment for time not worked.
3. Payment under guaranteed earnings provision (such as a guaranteed extra board). This is a payment made to an employee who is not provided with enough work to make his guarantee. The payment is remuneration with respect to days for which it is paid. If the guarantee is for full-time work (40 hours per week on a guaranteed extra board, for instance) unemployment benefits are not payable. If the guarantee is for less than full-time work, benefits may be paid, subject to recovery under Section 2(f).
4. Supplemental unemployment and sickness benefits. Payment made by an employer (sometimes through an insurance company) under a plan designed to supplement benefits provided by law. Payment is not remuneration and does not affect an employee's rights to benefits under the Railroad Unemployment Insurance Act.
5. Lump-sum severance allowance. Payment to employee whose employment relationship is severed. Payment is remuneration but is not attributable to any

day after the separation. The employee is disqualified for benefits for a period following the separation.

C. Examples of Plans

1. Washington Agreement of May 1936

- a. Parties to the agreement - 21 railroad brotherhoods and most railroads.
- b. Covers changes in employment solely due to and resulting from coordination, that is joint action by two or more carriers whereby they consolidate facilities, operations or services
- c. Payments provided:
 - (1) Displacement allowances are paid to employees who, as a result of a coordination, are removed from their former positions and placed in positions compensated at a lower rate of pay. The amount of the displacement allowances is the amount by which the employee's average monthly compensation is the 12 months preceding the coordination exceeds the pay in the position in which he works after the coordination.
 - (2) Coordination allowances are paid to employees who are unemployed as a result of a coordination, but who do not sever their relationship with the carrier and who remain subject to call. The monthly amount of the coordination allowance is equal to 60% of an employee's average monthly compensation during the 12 months preceding the coordination. It is payable for a number of months, not exceeding 60, depending upon the number of years of service preceding the coordination.
 - (3) The separation allowance is a lump-sum payment payable to employees eligible for a coordination allowance who elect to sever their relation with the carrier and receive a lump-sum settlement in lieu of the coordination allowance. A separation allowance is equal to a certain number of months' pay, not exceeding 12 months, depending upon the number of years of service preceding the coordination. Employees who receive such allowances retain no rights as employees and are not subject to call for service.

2. Oklahoma Conditions

- a. Prescribed by ICC, May 17, 1944, in connection with the abandonment of operations and purchases authorized in the transactions involving the Oklahoma Railway, The Santa Fe and the Rock Island.
- b. Coverage: Employees of above railroads.

c. Payments provided:

(1) Monthly displacement allowances (Similar to those under the Washington Agreement).

(2) Monthly dismissal allowances (Similar to the "coordination allowances" of the Washington Agreement).

3. Award of Arbitration Board No. 282

a. Prescribed by National Mediation Board (Arbitration Board No. 282).

b. Coverage: Use of locomotive firemen; crew consist (other than engine service).

c. Payments provided:

(1) Lump-sum separation allowances - provides for varying lump-sum separation allowances, depending on amount of service, etc. Employees in one group may be separated, with allowance, if they choose not to accept comparable jobs offered. (Firemen with 10 or more years of seniority generally removed by natural attrition, such as retirement, death, etc.)

(2) Guaranteed earnings provided for firemen who accept comparable jobs offered.

4. Shop Crafts Agreement of September 25, 1964

a. Parties to agreement - the nation's major railroads and six labor organizations representing shop craft employees.

b. Coverage: Employees who are displaced or deprived of employment as a result of certain operational changes, including transfer of work, abandonment or consolidation of facilities, contracting out of work, and technological changes.

c. Payments provided:

(1) Monthly displacement allowances (Similar to Washington Agreement)

(2) Dismissal allowances (Similar to "coordination allowances" of Washington Agreement)

5. National Job Stabilization Agreement of February 7, 1965

a. Parties to agreement - the nation's major railroads and five labor organizations representing (1) clerks, freight handlers, express and station

employees; (2) telegraphers; (3) M of W employees; (4) signalmen; and (5) dining car employees.

- b. Coverage: An employee, other than a seasonal employee, is protected if he was in "active service" as of October 1, 1964 (or was restored to active service between October 1, 1964 and February 7, 1965); had two years or more of employment relationship as of October 1, 1964; and had 15 or more days of compensated service during 1964. The "active service" group includes not only regularly assigned employees but also extra board employees and furloughed employees who are active in extra work.

Seasonal employees who had compensated service during each of the years 1962, 1963, and 1964 will be offered employment in future years at least equivalent to what they performed in 1964.

- c. Payments provided:

(1) Periodic payments: A protected employee entitled to preservation of employment, who held a regularly assigned position on October 1, 1964 shall not be placed in a worse position with respect to compensation than the normal rate of compensation for such position on October 1, 1964. That is he gets, in effect, full-time work or pay for full-time work. All other protected employees are not to be placed in a worse position with respect to compensation than that earned during a 12-month base period, specified in the agreement. In determining the amount of a protective allowance due under this provision, account is taken of the average monthly compensation and the average monthly time paid for in the base period. The protection to these employees is effective with the month of March 1965.

(2) Lump-sum separation allowances: Any protected employee who has 15 or more years of employment relationship with the carrier and who is requested by the carrier to transfer to a new point that would require him to move his residence, may elect to resign and accept a lump-sum separation allowance instead.

Appendix - Agreement OF May 1936, Washington, D.C.

Sec. 6.

- (a) No employee of any of the carriers involved in a particular coordination who is continued in service shall, for a period not exceeding five years following the effective date of such coordination, be placed, as a result of such coordination, in a worse position with respect to compensation and rules governing working conditions than he occupied at the time of such coordination so long as he is unable in the normal exercise of his seniority rights under existing agreements, rules, and practices to obtain a position

- producing compensation equal to or exceeding the compensation of the position held by him at the time of the particular coordination, except, however, that if he fails to exercise his seniority rights to secure another available position, which does not require a change of residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position which he elects to decline.
- (b) The protection afforded by the foregoing paragraph shall be made effective whenever appropriate through what is hereby designated as a "displacement allowance" which shall be determined in each instance in the manner hereinafter described. An employee entitled to such an allowance is hereinafter referred to as a "displaced" employee.
- (c) Each displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee and his total time paid for during the last 12 months in which he performed service immediately preceding the date of his displacement (such 12 months being hereinafter referred to as the "test period") and by dividing separately the total compensation and the total time paid for by 12, thereby producing the average monthly compensation and average monthly time paid for, which shall be the minimum amounts used to guarantee the displaced employee, and if his compensation in his current position is less in any month in which he performs work than the aforesaid average compensation he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the average monthly time paid for during the test period.

Sec. 7.

- (a) Any employee of any of the carriers participating in a particular coordination who is deprived of employment as a result of said coordination shall be accorded an allowance (hereinafter termed a "coordination allowance" based on length of service which (except in the case of an employee with less than one year of service) shall be a monthly allowance equivalent in each instance to 60 percent of the average monthly compensation of the employee in question during the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the coordination. This coordination allowances will be made to each eligible employee while unemployed by his home road or in the coordinated operation during a period beginning at the date he is first deprived of employment as a result

of the coordination and extending in each instance for a length of time determined and limited by the following schedule:

Length of service	Period of payment (months)
1 years and less than 2 years	6
2 years and less than 3 years	12
3 years and less than 5 years	18
5 years and less than 10 years	36
10 years and less than 15 years	48
15 years and over	60

In the case of an employee with less than 1 year of service, the total coordination allowance shall be a lump-sum payment in an amount equivalent to 60 days' pay at the straight-time daily rate of the last position held by him at the time he is deprived of employment as a result of the coordination.

- (b) For the purposes of this agreement the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier, and he shall be given credit for 1 month's service for each month in which he performed any service (in any capacity whatsoever) and 12 such months shall be credited as 1 year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.
- (c) An employee shall be regarded as deprived of his employment and entitled to a coordination allowance in the following cases:
1. When the position which he holds on his home road is abolished as a result of coordination and he is unable to obtain by the exercise of his seniority rights another position on his home road or a position in the coordinated operation, or
 2. When the position he holds on his home road is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of said coordination, or by other employees, brought about as a proximate

consequence of the coordination, and if he is unable by the exercise of his seniority rights to secure another position on his home road or a position in the coordinated operation.

- (d) An employee shall not be regarded as deprived of employment in case of his resignation, death, retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally, dismissal for justifiable cause in accordance with the rules, or furloughed because of reduction in forces due to seasonal requirements of the service; nor shall any employee be regarded as deprived of employment as the result of a particular coordination who is not deprived of his employment within 3 years from the effective date of said coordination.
- (e) Each employee receiving a coordination allowance shall keep the employer informed of his address and the name and address of any other person by whom he may be regularly employed.
- (f) The coordination allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished while he is absent from service, he will be entitled to the coordination allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a coordination allowance on the basis of said position until the regular employee is available for service and thereafter shall revert to his previous status and will be given a coordination allowance accordingly if any is due.
- (g) An employee receiving a coordination allowance shall be subject to call to return to service after being notified in accordance with the working agreement, and such employee may be required to return to the service of the employing carrier for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence, if his return does not infringe upon the employment rights of other employees under the working agreement.
- (h) If an employee who is receiving a coordination allowance returns to service the coordination allowance shall cease while he is so reemployed and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a coordination allowance. During the time of such reemployment however he shall be entitled to protection in accordance with the provision of section 6.
- (i) If an employee who is receiving a coordination allowance obtains railroad employment (other than with his home road or in the coordinated operation) his coordination allowance shall be reduced to the extent that the sum total of his earnings in such employment and his allowance exceed the amount upon which his coordination allowance is based;

provided that this shall not apply to employees with less than 1 year's service.

- (j) A coordination allowance shall cease prior to the expiration of its prescribed period in the event of---
 - 1. Failure without good cause to return to service in accordance with working agreement after being notified of position for which he is eligible and as provided in paragraphs (g) and (h).
 - 2. Resignation
 - 3. Death
 - 4. Retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally.
 - 5. Dismissal for justifiable cause.

Sec. 8.

An employee affected by a particular coordination shall not be deprived of benefits attaching to his previous employment, such as free transportation, pensions, hospitalization, relief, etc., under the same conditions and so long as such benefits continue to be accorded to other employees on his home road, in active service, or on furlough, as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

Sec. 9.

Any employee eligible to receive a coordination allowance under section 7 hereof may, at his option at the time of coordination, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with following schedule:

Length of service:	Separation allowance, months' pay
1 year and less than 2 years	3
2 years and less than 3 years	6
3 years and less than 5 years	9

5 years and less than 10 years	12
10 years and less than 15 years	12
15 years and over	12

In the case of employees with less than 1 year's service, 5 days' pay, at the rate of the position last occupied, for each month in which they performed service, will be paid as the lump sum.

- (a) Length of service shall be computed as provided in section 7.
- (b) One month's pay shall be computed by multiplying by 30 the daily rate of pay received by the employee in the position last occupied prior to time of coordination.

Sec. 10.

- (a) Any employee who is retained in the service of any carrier involved in a particular coordination (or who is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as result of such coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, and for the traveling expenses of himself and members of his family, including living expenses for himself and his family, and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter (not to exceed 2 working days), used in securing a place of residence in his new location. The exact extent of the responsibility of the carrier under the provision and the ways and means of transportation shall be agreed upon in advance between the carrier responsible and the organization of the employee affected. No claim for expenses under this section shall be allowed unless they are incurred within 3 years from the date of coordination, and the claim must be submitted within 90 days after the expenses are incurred.

Appendix F - Supplemental Sickness Benefit Plans

A through B

Employer	Class of Employees	Effective Date
Alabama Great Southern	TCIU	01/01/1975

Alabama Great Southern	IBEW (Communication and Signal Department)	07/01/1974
Alameda Belt Line	UTU	07/01/1976
Alton & Southern	TCIU (Allied Services)	04/06/1976
Alton & Southern	TCIU	01/01/1976
Alton & Southern	All Salaried Employees	05/01/1965
American Refrigerator Transit	TCIU	09/01/1975
Anacostia Rail Holdings	All active full-time employees working in the United States who are actively at work for the employer who have completed the waiting period (min of 30 hours per week). Part-time, seasonal and temporary employees are not eligible.	07/01/2011
Ann Arbor	TCIU	01/01/1975
A N Railway L.L.C	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
Arkansas, Louisiana, Mississippi	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
Arkansas & Memphis Railway Bridge	TCIU	09/01/1975
Atchison, Topeka & Santa Fe	Railroad Yardmasters of America	01/01/1979

Atchison, Topeka & Santa Fe	All full-time employees not covered by a collective bargaining agreement	06/01/1977
Atchison, Topeka & Santa Fe	TCIU	07/01/1976
Atchison, Topeka & Santa Fe System Federation of Maintenance of Way Employees	Office Employees	10/09/1968
Atlanta & St. Andrews Bay	Salaried Employees	04/01/1972
Atlanta & West Point (Part of CSX)	TCIU	06/01/1975
Atlantic & Western Railway, L. P.	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
Baltimore & Annapolis	Amalgamated Transit Union (AFL-CIO) Division 1300	09/08/1971
Bangor & Aroostook	Amalgamated Transit Union	06/17/1974
Bangor & Aroostook	TCIU	10/20/1972
Bay Line Railroad L.L.C.	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
Belt Railway of Chicago	TCIU	07/01/1974
Belt Railway of Chicago	American Train Dispatchers	05/01/1975

Bessemer & Lake Erie	TCIU	01/01/1980
Bethlehem Steel Corp.,	All Salaried Employees	09/01/1956
Subsidiaries of Cambria & Indiana Conemaugh & Black Lick River Patapsco & Back Rivers Philadelphia, Bethlehem & New England South Buffalo Steelton & Highspire Black River and Western Railroad	All Full-time Employees	12/27/1991
Boston & Maine	TCIU	05/15/1971
Boston & Maine	Non-agreement employees	08/01/1980
Bro. of Railway & Airline Clerks	(TCIU) Grand Lodge Employees	01/01/1980
Brownsville & Metamoros Bridge	TCIU	09/01/1975
Buffalo & Pittsburgh RR Inc.	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
Burlington Northern	American Railway Supervisors Association	03/01/1970
Burlington Northern	American Train Dispatchers Association	07/01/1970
Burlington Northern	TCIU	03/02/1970

Burlington Northern	Officers & Exempt Employees	05/01/1971
Burlington Northern	Brotherhood of Railroad Signalmen	09/01/1972
Burlington Northern & Santa Fe Railway Co. (BN/SF)	Long Term Disability Plan is for all active non-union salaried employees over the age of 18 regularly working a minimum of 32 hours per week.	01/01/1997

C

Camas Prairie	American Train Dispatchers Association	06/01/1974
Canadian National	BLE, BLFE	03/16/1965
Canadian National	Non-operating employees and trainmen	03/16/1965
Canadian Pacific Limited	TCIU (lines in Maine, Vermont, Detroit)	01/01/1975
Canadian Pacific	BLE, BLFE	11/01/1964
Canadian Pacific	Non-operating employees and trainmen	03/16/1992
Canadian Pacific Railway	Non-Union Employees (US)	01/01/2003
Cedar American Rail Holding, Inc.(CARH)	Non-Management Full-time employees	02/12/2003
Central Montana Rail	All Employees	07/01/1990
Central of Georgia	TCIU	01/01/1990
Central of Georgia	IBEW (Communication and Signal Department)	07/01/1974
Central Vermont	TCIU	01/01/1974

Chattahoochee Bay RR	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
Chattahoochee Industrial RR	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
Chattooga & Chickamauga Railway	All full-time employees *Supplemental Sickness/Unemployment Benefit Plan	06/01/2010
Chicago Central and Pacific	Full-time Management Employees	01/01/1990
Chicago Central and Pacific	Locomotive Engineers (BLE)	05/01/2000
Chicago Central and Pacific	Conductors, Brakemen, Yard Foremen, Yard Helpers and (UTU) Trainmen	05/01/2000
Chicago & Illinois Midland	TCIU	01/01/1975
Chicago & North Western	TCIU	03/01/1969
Chicago & North Western	Railroad Yardmasters	01/01/1974
Chicago & North Western	Officers of the Railway	01/05/1957
Chicago Pacific Corporation	All Employees	07/01/1985
Chicago Union Station	TCIU	07/01/1974
Chicago Union Station	Patrolmen	02/18/1972
Chicago & Western Indiana	American Train Dispatchers	01/01/1975

Chicago & Western Indiana	TCIU	07/01/1974
Chicago, West Pullman & Southern	TCIU	01/01/1974
Cincinnati, New Orleans & Texas Pacific	IBEW (Communication and Signal Department)	07/01/1974
Colorado & Wyoming (PLAN TERMINATED)	Operating employees	08/01/1975 through 01/26/1993
Columbus & Greenville Railway Company	All full-time employees *Supplemental Sickness/Unemployment Benefit Plan	06/01/2010
Commonwealth Railway	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
Connex Railroad, LLC	Connex is honoring the supplemental sick contract for all former Amtrak employees that were under the supplemental sick plan agreement for Amtrak non-agreement employees.	01/01/1994
Consolidated Rail Corp.	American Railway Supervisors Association	05/01/1978
Consolidated Rail Corp.	American Train Dispatchers (BLE)	12/03/1998
Consolidated Rail Corp.	Inspectors in Quality Control Dept.	03/01/1979
Consolidated Rail Corp.	Railroad Yardmasters	07/01/1979
Consolidated Rail Corp.	TCIU	05/01/1979

Corpus Christi Terminal	All full-time employees-- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
CSX Transportation	Full-time Non-contract Employees of former Chessie Roads: Chesapeake and Ohio Railroad Baltimore and Ohio Railroad Western Maryland Railway Baltimore and Ohio Chicago Terminal Railroad Staten Island Railroad Corp. Toledo, Lorain and Fairport Co.	01/01/1977
CSX Transportation	TCIU (Clerks) - former C&O	07/01/1980
CSX Transportation	TCIU (Clerks) - former B&O	01/01/1981
CSX Transportation	TCIU (Clerks) - former SCL	05/07/1981
CSX Transportation	Train Dispatchers of former Chessie Roads	10/01/1981
CSX Transportation	TCIU (Clerks) - former L&N	11/01/1982
CSX Transportation	Train Dispatchers - 1st 10, 20, or 30 days full pay not supplemental	01/09/1988
CSX Transportation	Employees represented by the BLE- Train Dispatcher Group Policy 9000	01/01/2004
CSX Transportation	Regular full-time dispatchers that includes ATDA Officers that hold a Train Dispatcher position	05/01/2004

D through I

Dakota, Minnesota & Eastern Rail Corp.	Non-management Full-time employees	01/01/1996
Delaware & Hudson RY Co Inc.	BLE	01/01/2001
Denver & Rio Grande Western	American Train Dispatchers	06/01/1974
Denver & Rio Grande Western	TCIU	01/01/1974
Denver & Rio Grande Western	Clerical-Telephone and Telegraph, Maintenance and Construction Employees	01/01/1979
DeQueen & Eastern	Teamsters	11/22/1976
Detroit & Toledo Shore Line	TCIU	01/01/1976
Detroit, Toledo & Ironton	TCIU	01/01/1971
Duluth, Winnipeg & Pacific	TCIU	01/01/1974
Duluth, Winnipeg & Pacific	Former active Locomotive Engineers, Conductors, Utility Employees and Brakemen represented by the UTU.	09/01/2003
East Camden & Highland	All	01/01/1977
East Erie Commercial	Salaried Employees	09/01/1987
East Jersey Railroad & Terminal	Engineers, Brakemen, Conductors & Maintenance of way employees	09/14/1970
East Tennessee Railway LLP	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010

Emons Railroad Group	For full-time non bargaining Unit employees	09/01/2000
First Coast Railroad, Inc.	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
Fordyce & Princeton RR Co	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
Fruit Growers Express	Officers and excepted employees	03/01/1972
Galveston Railroad L.P.	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
Genesee & Wyoming	INT'L Union of District 50, Allied & Technical Workers of the U.S. and Canada	09/01/1970
Genesee & Wyoming Railroad Services, Inc.	All full-time employees-- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
Georgia Central Railway L.P.	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010

Georgia Railroad	TCIU	06/01/1975
Georgia Southern & Florida	TCIU	01/01/1975
Georgia Southern & Florida	IBEW (Communication and Signal Department)	07/01/1974
Golden Isles Terminal Railroad Inc.	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
Grand Trunk Western	American Train Dispatchers Association	01/01/1976
Grand Trunk Western	TCIU	10/01/1970
Grand Trunk Western	Non-Agreement Supervisory	01/01/1983
Grand Trunk Western	Yard Service Employees	07/19/1988
Grand Trunk Western	BLE, Conductors, Brakemen, Yard Foreman and Yard Helpers	11/13/2000
Great Lakes Central	All employees who have completed 5 years of service	11/01/1991
Green Bay & Western	TCIU	01/01/1982
Harbor Belt Line	TCIU	07/01/1980
Illinois Central Gulf	TCIU	01/01/1973
Illinois Central Gulf	Management Personnel	08/01/1967
Illinois Central Gulf	BLE	11/13/2000
Illinois Central	Trainmen, (represented by the UTU)	09/01/2003

Illinois & Midland Railroad, Inc.	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
Indiana Harbor Belt RR	American Railway Supervisors Association (ARASA)	01/17/2001
Indiana Harbor Belt RR	Brotherhood of Railway, Airline and Steamship Clerks (BRAC)	01/01/1988
Int'l Bro. of Boilermakers	Officers and Employees	05/01/1973
Int'l Association of Machinists and Aerospace Workers (IAM)	District Lodge 19 Officers, General Chairmen, Organizers, and Communicators Note: The first 6 months of an employee's infirmity are covered by a full-salary benefit payment, making those benefits remuneration under the RUIA. The nongovernmental portion of this plan only covers the second 6-month period of an employee's infirmity.	03/01/2016
Iowa, Chicago and Eastern Railroad Corporation (IC&E)	Non-management Full-time employees	02/12/2003
Iowa, Chicago and Eastern Railroad Corporation (IC&E)	Non-exempt Engineering Department Employees (Two Supplemental Sickness Benefits Plans for): <ul style="list-style-type: none"> • (Off the job Illnesses and Injuries) • (On the Job Injuries) 	08/31/2004

Iowa Interstate Railroad, LTD	All employees who have completed twelve consecutive months of service	09/01/1999
Iowa Northern Railway Company	All active full-time employees under either the Short-Term Disability Weekly Income Policy Number, IAO409 or the Long-Term Disability Policy number, GLT N53094	09/01/1995 02/01/2001

J through M

Jacksonville Terminal	Boilermakers, Blacksmiths, Carmen, Electrical Workers, Firemen & Oilers, Machinists, Sheet Metal Workers, and Signalmen	07/01/1973
Kansas City Southern	TCIU	06/01/1972
Kentucky & Indiana Terminal	TCIU	01/01/1975
Kentucky & Indiana Terminal	American Train Dispatchers	01/01/1975
Keolis Commuter Services	Non-union employees and ARASA foremen, also former Massachusetts Bay Commuter Railroad employees supplemental sick plans that worked under the MBTA Commuter Rail contract (through 07/18/2016).	07/18/2016
KWT Railway, Inc.	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010

Lake Superior & Ishpeming	TCIU	10/01/1973
Lake Terminal	TCIU	04/03/1980
Lake Terminal	Maintenance of Way and Maintenance of Equipment employees	04/01/1969
Little Rock & Western Railway, L. P.	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
Long Island	TCIU, IBEW, IAM, Carmen IBT (M of W Dept.) IBT (Marine Dept.) Signalmen	03/01/1968 08/19/1968 04/02/1968 03/15/1968
Los Angeles Union Passenger Term.	TCIU	07/01/1980
Louisiana & Arkansas	TCIU	06/01/1965
Louisiana & Delta Railroad	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
Luxapalila Valley Railroad, Inc.	All full-time employees *Supplemental Sickness/Unemployment Benefit Plan	06/01/2010

Magma Copper Co., Subsidiaries of Magma Arizona RR San Manuel Arizona RR	All Employees	07/01/1965
Maine Central	TCIU	11/12/1971
Maryland Midland Railway, Inc.	All full-time employees *Supplemental Sickness/Unemployment Benefit Plan	06/01/2010
Massachusetts Bay Commuter Railroad (PLAN TERMINATED)	Union employees of the Brotherhoods or Crafts of ARASA, M of W, Shopcrafts and Signalmen, also former Amtrak employees supplemental sick plans that worked under the MBTA Commuter Rail contract for the following groups of employees: Non-agreement employees, TCU employees, and American Train Dispatcher employees	07/01/2003 through 07/18/2016 01/01/1994 07/21/1972 01/01/1977
Meridian & Bigbee Railroad, L. L. C.	All full-time employees - *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
McCloud River	Salaried Employees	01/01/1970
Metro-North Commuter RR	BLE, ACRE, TCIU Non-agreement, employees, police, supervisors, technicians and foremen, yardmasters, power supervisors and train dispatchers	04/01/1985

Minneapolis, Northfield & Southern	TCIU	04/01/1977
Minnesota Commercial	All Employees	12/01/1988
Mississippi Export	Non-contract full-time employees	03/01/1992
Missouri Pacific	TCIU	03/01/1973
Missouri Pacific	TCIU (Linemen-Gulf Division)	03/01/1976
Modesto & Empire Traction	UTU	01/01/1977
Monongahela Railway	Railroad Yardmasters	01/01/1980

N

Nashville & Eastern R.R. Corp.	All employees	01/01/1996
National Conference of Firemen & Oilers System Council No. 19	All full-time employees	10/01/2002
National Railroad Passenger Corp. (Amtrak)	Non-Agreement Employees	01/01/1994
National Railroad Passenger Corp. (Amtrak)	TCIU	07/21/1972
National Railroad Passenger Corp. (Amtrak)	American Train Dispatchers	01/01/1977
New Jersey Transit Rail	Carmen, Machinists, Boilermakers, Electricians, Firemen, Sheet Metal Workers, Signalmen, Yardmasters, and Maintenance of Way Employees	09/15/1983
New Jersey Transit Rail	American Railroads Supervisor Association (ARSA), Clerks & Supervisors/Maintenance of Way	05/09/1985
New Orleans Public Belt	TCIU	10/08/1971
New Orleans Terminal	TCIU	01/01/1975

New Orleans Terminal	IBEW (Communication and Signal Department)	07/01/1974
New Orleans Union Passenger Terminal	TCIU	01/01/1974
New York, Susquehanna and Western Railway Corp.	BLE	07/01/1989
Nimishillen and Tuscarawas	All hourly employees	09/07/2001
Norfolk Southern Corp.	TCU	01/01/1975
Norfolk Southern Corp.	Clerical and Train Dispatcher Employees represented by the TCIU	01/01/2006
Northeastern Illinois Reg. Comm. RR Corporation (METRA)	IBEW COMM. DEPT. Rule 34(B)	10/01/1987
Northeastern Illinois Reg. Comm. RR Corporation (METRA)	IBEW – SUBSTATIONS Rule 30(B)	03/01/1988
Northeastern Illinois Reg. Comm. RR Corporation (METRA)	IBEW - MECH. DEPT. Rule 57(B)	10/01/1987
Northeastern Illinois Reg. Comm. RR Corporation (METRA)	IBEW - ENG. DEPT. Rule 34(B)	10/01/1989
Northeastern Illinois Reg. Comm. RR Corporation (METRA)	IAMAW Rule 57(B)	12/16/1987
Northeastern Illinois Reg. Comm. RR Corporation (METRA)	BRC DIVISION OF TCIU Rule 58(B)	10/01/1986
Northeastern Illinois Reg. Comm. RR Corporation (METRA)	SMWIA Rule 57(B)	01/16/1988

Northeastern Illinois Reg. Comm. RR Corporation (METRA)	I.B.F.&O Rule 42(B) Sick Leave (B)	01/13/1994
Northeastern Illinois Reg. Comm. RR Corporation (METRA)	BMWE - Appdx. R Sick Leave (B)	12/18/1992
Northeastern Illinois Reg. Comm. RR Corporation (METRA)	UTU - Yardmaster's Dept. Supp No. 14(B)	05/01/1994
Northeastern Illinois Reg. Comm. RR Corporation (METRA)	IBBB - Appdx. 8 Sick Leave (B)	01/01/1994
Northeastern Illinois Reg. Comm.	BRS - 58(a) Sick Leave (B)	04/15/1994
Northeastern Illinois Reg. Comm. (METRA)	BLE-Policy Number GH3058883R	01/16/2001
Northeastern Illinois Reg. Comm. (METRA)	Trainmen-Policy Number GH307291	01/16/2001
Northern Plains Railroad, Inc	All Employees	05/24/2000
Northwestern Pacific	TCIU	07/01/1979
North Pacific Coast Freight Bureau	TCIU	07/01/1979

O through S

Oakland Terminal	UTU	01/01/1980
Ohio Central Railroad, Inc.	All full-time employees- *Supplemental Sickness/Unemployment Benefit Plan	06/01/2010
Pacific Fruit Express Co.	TCIU	01/01/1980
Pacific Southcoast Freight Bureau	Teamsters	01/01/1980

Paducah & Louisville	BMWE	06/20/1999
Paducah & Louisville	Brotherhood of Railway Carmen	07/28/2000
Paducah & Louisville	Full-Time Employees	01/01/1993
Paducah & Louisville	IAM	12/01/1998
Peoria & Pekin Union	TCIU	01/01/1968
Pittsburgh & Conneaut Dock	United Steelworkers of America	08/01/1975
Pittsburgh & Lake Erie	Railroad Yardmasters	01/01/1980
Port-Authority Trans-Hudson	All	01/01/1964
Portland & Western Railroad, Inc.	All full-time employees with a minimum of two years of service- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	01/01/2005 12/01/2007 06/01/2010
Port Terminal RR Assoc.	TCIU	06/01/1974
Port Terminal Company	TCIU	11/12/1971
Providence and Worcester	Brotherhood of Signalman	12/03/1998
Providence and Worcester	TCIU	06/01/2000
Providence and Worcester	UTU	09/30/1999
Riceboro Southern Railway, L. L. C.	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
River Terminal	TCIU	08/01/1967

Rochester & Southern Railroad	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
Savannah Port Terminal	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
St. Johns River Terminal	TCIU	01/01/1975
St. Johns River Terminal	IBEW (Communication and Signal Department)	07/01/1974
St. Lawrence & Atlantic RR	For full-time non bargaining Unit employees	09/01/2000
Sioux City Terminal	TCIU	08/01/1969
Soo Line	American Train Dispatchers Association	06/11/1974
Soo Line	TCIU	01/01/1974
Soo Line	Shopcraft Employees	01/01/1971
Soo Line	Officers and excepted employees	08/11/1976
South Buffalo Railway Company	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
South Central System	TCIU	01/01/1978
Board of Adjustment No.72 Southeastern Demurrage & Storage Bureau	TCIU	05/21/1974

Southern Pacific (Pacific Lines)	TCIU	07/01/1979
Southern Pacific (Pacific Lines)	UTU	07/01/1966
Southern Pacific (Texas & Louisiana Lines)	TCIU	10/01/1966
Southern Pacific (Texas & Louisiana Lines)	UTU	10/01/1966
Staten Island Rapid Transit	TCIU	11/01/1974
St. Lawrence & Atlantic Railroad Company	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010

T through Z

Tacoma Public Utilities	Tacoma Municipal Belt Line Non- exempt Employees	08/01/1986
Talleyrand Terminal	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
Tazewell & Peoria Railroad Inc.	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
Tennken Railroad Corporation	All full-time	08/07/1995
Terminal Railroad Association of St. Louis	TCIU	03/01/1973

Texas & Northern	Officers and Exempt Employees	01/01/1966
Texas, Oklahoma & Eastern	Teamsters	03/01/1973
Toledo, Peoria & Western Railway Company	All full time, non union employees	07/11/2000
Tomahawk Railway L.P.	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
Trailer Train Company	All	01/01/1966
Trans-Continental Freight Bureau	TCIU	09/05/1969
Transkentucky Transportation Railroad Inc.	Long-Term Disability Plan(LTD) is for all employees in active employment. Employees must be working at least 30 hours per week.	09/01/1997
Transportation Communications International Union	Grand Lodge Employees	01/01/1980
Transport Workers Union of America	Full-Time Staff Members of Local 7001	09/01/1990
TTX Company	Salaried Employees	09/01/1995
Union Pacific	All Salaried Employees	07/01/1968
Union Pacific	TCIU	07/15/1967
Union Pacific	Foreman & Supervisors of Mechanics in the motive power & machinery dept.	01/01/1968
Union Pacific Employees Hospital	Nurses, technical employees & clerks represented by TCIU	01/01/1969

Utah Railway	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
Valdosta Railway, L. P.	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
West Tennessee Railroad Corporation	All full-time	08/07/1995
Western Fruit Express Co.	Officers and excepted employees	01/01/1972
Western Kentucky Railway, L. L. C.	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
Western Maryland	TCIU	01/01/1972
Western Maryland	RR Yardmasters of America	01/01/1979
Western Railway of Alabama	TCIU	06/01/1975
Western Railroad Assn.	All full-time non-union employees	12/01/1975
Western Railroad Assn.	TCIU	01/01/1974
Western Weighing & Inspection Bureau	TCIU	02/18/1974
Wheeling & Lake Erie Railway	All active full-time employees	07/01/2009

Willamette & Pacific RR, Inc.	All full-time employees with a minimum of two years of service- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	01/01/2005 12/01/2007 06/01/2010
Wilmington Terminal Railway, L.L.C.	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
Wisconsin Central Limited	All employees	01/01/1991
York Railway Company	For full-time non bargaining Unit employees For all full-time employees *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	09/01/2000 12/01/2007 06/01/2010
York Rail Logistics	All full-time employees- *Supplemental on the job injury Benefit Plan or the *Supplemental Sickness/Unemployment Benefit Plan	12/01/2007 06/01/2010
Youngstown & Northern	TCIU	07/01/1974

Nationwide Agreements Regarding Accidents Involving Off-Track Vehicles

Nationwide agreements with most of the railroad labor organizations cover accidents involving employees while they are riding in, boarding or alighting from off-track vehicles authorized by the carrier, and are deadheading under orders or being transported at carrier expense. The protective payments provided by these agreements, which are described below, are not "remuneration" and do not interfere with the receipt of sickness benefits.

1. Payment of \$100,000 for loss of life; \$50,000 for loss of one hand, or one foot, or sight of one eye; or \$100,000 for certain other losses such as both hands, or both feet, etc.
2. Payment for expenses of medical and hospital care commencing within 120 days after the accident occurred, subject to a limitation of \$3,000.
3. Payment of 80% of the employee's basic full-time weekly compensation for time actually lost, subject to a maximum of \$100 a week for time lost during a period of 156 continuous weeks following the accident; these payments are reduced by any sickness benefits the employee may be entitled to receive under the Railroad Unemployment Insurance Act.

American Family Life Assurance Company of Columbus (AFLAC)

Effective Date: April 1, 2012

A Short-Term Disability Insurance Plan for all Arkansas & Missouri railroad employees as administered by the **American Family Life Assurance Company of Columbus** are paid conforming to a private contract that has **no impact** upon an employee's eligibility for benefits under the RUIA.

Anthem Life Insurance Company

Effective Dates: 01/01/2010, 02/01/2010 and 03/01/2010

A Short Term Disability Plan for all active dues paying rail members of the **United Transportation Union** (UTU) that are working at least 30 hours per week as administered by the Anthem Life Insurance Company are paid conforming to a private insurance contract that has **no impact** upon an employee's eligibility for benefits under the RUIA.

Benefit Trust Life Insurance Company and National Carriers' Conference Committee

Effective Date: July 1, 1991

Maintenance of way employees are covered in the sickness benefit plan. The following employers are included in the plan:

Akron & Barberton Belt

Alameda Belt Line

Alton & Southern Railway Company

Atchison, Tepeka & Santa Fe

Bangor and Aroostook
Belt Railway Company of Chicago
Bessemer & Lake Erie
Birmingham Southern
Burlington Northern
Camas Prairie
Canadian Consolidated Rail
Canadian National Railways
Canadian Pacific Rail Limited
Canton Railroad
Central California Traction Company
Central Vermont Railway
Chicago & Illinois Midland
Chicago & North Western Trans. Co.
Chicago Short Line Railway
Colorado & Wyoming
Davenport, Rock Island & N.W.
Delaware & Hudson
Denver & Rio Grande Western
Denver Union Terminal Railway
Duluth Missabe & Iron Range
Duluth, Winnipeg & Pacific
Escanaba & Lake Superior
Grand Trunk
Green Bay & Western

Houston Belt & Terminal
Illinois Central Gulf Railroad
Indiana Harbor Belt Railroad
Kansas City Southern Railway
Kansas City Terminal Railway
Lake Superior & Ishpeming
Longview, Portland & Northern
Los Angeles Junction Railway
Louisiana Northwest
Meridian & Bigbee Railroad
Mississippi Export
Missouri Pacific Railroad
Monongahela Railway
National Railroad Passenger Corporation (AMTRAK)
New Orleans Public Belt Railroad
Norfolk Southern Railway
Northeast Illinois Regional Commuter RR.
Northern Indiana Commuter Transportation
Pittsburgh & Shawmut
Pittsburgh Chartiers & Youghiogheny
Port Terminal Railroad
Portland Terminal Company
Sand Springs Railway
SEPTA
Southern Pacific Transportation Co.

Springfield Terminal
Stockton Terminal & Eastern
Terminal RR Assoc. of St. Louis
Texas City Terminal Railway
Texas Mexican Railway
Union Pacific Railroad
Utah Railway
Wichita Terminal Association
Youngstown & Southern

Benefit Trust Insurance Company and National Carriers' Conference Committee

Effective Date: January 1, 1982

Employees represented by the following Unions are covered by the Sickness Plan:

Hotel & Restaurant Employees & Bartenders International Union
Brotherhood of Sleeping Car Porters
Amtrak Service Workers Council

The following employers are included in the plan:

Chicago and North Western
Metro-North
National Railroad Passenger Corporation (Amtrak) (On-Board Services)
Union Pacific Railroad

Fortis Benefits Insurance Company

Effective Date: March 1, 2004

A Short Term Disability Plan (STD) **ISG Cleveland Works Railway company** as administered by the **Fortis Benefits Insurance Company** for all full-time union employees of Grant Railway Services, Inc. Benefits are paid conforming to a

private insurance contract that has **no impact** upon an employee's eligibility for benefits under the RUIA.

Fort Dearborn Life Insurance Company

Effective Date: July 1, 2011

A Short Term Disability Insurance Plan with Anacostia Rail Holdings as administered by the Fort Dearborn Insurance Company for all active full-time employees working in the United States full-time who regularly works a minimum of 30 hours per week. Part-time seasonal and temporary employees are not eligible. Benefits are paid conforming to a private insurance contract that has **no impact** upon an employee's eligibility for benefits under the RUIA.

Guardian Life Insurance Company of America

Effective Date: October 1, 1999

A Short Term Disability Plan (STD) administered by the **Guardian Life Insurance Company of America** for officers and full time staff of the **Pennsylvania Federation, Brotherhood of Maintenance of Way Employees Division of the International Brotherhood of Teamsters**. Benefits are paid conforming to a private insurance contract that has **no impact** upon an employee's eligibility for benefits under the RUIA.

Hartford Life and Accident Insurance Company

Effective Date: August 1, 2005

A Short (AD&D) and Long Term (Supplemental Life) Disability Insurance Plan administered by the **Hartford Life and Accident Insurance Company (Dallas, TX)** for the **Brotherhood of Locomotive Engineers and Trainmen**. Benefits are paid conforming to a private insurance contract that has **no impact** upon an employee's eligibility for benefits under the RUIA.

Jefferson Pilot Financial Insurance Company

Effective Date: August 1, 2000

A Short Term Disability Plan (STD) administered by the **Jefferson Pilot Financial Insurance Company** covers all full-time regular employees of the **Twin Cities & Western Railroad Company** that work at least 30 hours per week. Benefits are paid conforming to a private insurance contract that has **no impact** upon an employee's eligibility for benefits under the RUIA.

Effective Date: July 1, 2006

A Long Term Disability Insurance Plan (LTD) administered by the **Jefferson Pilot Financial Insurance Company** covers employees of the **Twin Cities & Western Railroad Company** for all Class 1 full-time regular employees electing to pay premiums and Class 2 full-time employees who elect to receive the benefit on a non-contributory basis that work a minimum of 30 hours per week. Benefits are paid conforming to a private insurance contract that has **no impact** upon an employee's eligibility for benefits under the RUIA.

Lincoln National Life Insurance Company

Effective Date: January 1, 2008

A Short Term Disability Insurance Benefit Plan administered by the **Lincoln National Life Insurance Company** that covers employees of the **Massachusetts Bay Commuter Rail**. Payments made under this plan are provided through a private commercial insurance contract that has **no impact** upon an employee's eligibility for benefits under the RUIA.

Metropolitan Life Insurance Company (MetLife) and Brotherhood of Locomotive Engineers and Trainmen (BLET)

Effective Date: October 1, 2004

Employees represented by the **Brotherhood of Locomotive Engineers and Trainmen** are covered by a supplemental sickness benefit plan administered by the **Metropolitan Life Insurance Company (MetLife)**. Benefits are paid conforming to a private insurance contract that has **no impact** upon an employee's eligibility for benefits under the RUIA. The following is a list of railroads currently covered by this plan:

Consolidated Rail Corporation

CSX Transportation, Inc., including:

- Baltimore and Ohio Chicago Terminal Railroad Company
- Gainesville Midland Railroad Company
- Richmond, Fredericksburg and Potomac Railway Company

Duluth, Missabe & Iron Range Railway Company

Elgin, Joliet and Eastern Railway Company

Kansas City Southern Railway Company

Longview Switching Company

Port Terminal Railroad Company

Union Pacific Railroad Company

Utah Railway Company

Winston Salem Southbound Railway Company

Mutual of Omaha Insurance Company

Effective Date: May 1, 2003

A Long Term Disability Plan (LTD) administered by **Mutual of Omaha Insurance Company** that covers all full-time regular employees of the **Twin Cities & Western Railroad Company** that work at least 30 hours per week. Benefits are paid conforming to a private insurance contract that has **no impact** upon an employee's eligibility for benefits under the RUIA.

Provident Life and Accident Insurance Company and National Carriers' Conference Committee

Effective Date: July 1, 1983

Employees in the following job groups are covered by the sickness benefit plan:

Signalmen and Shop Craft Employees:

Boilermakers and BlackSmiths

Machinists

Carmen

Sheet Metal Workers

Electrical Workers

Signalmen

Firemen and Oilers

Marine Employees

The following employers are included in the plan:

Alameda Belt Line

Alton & Southern Railway Company

Atchison, Topeka & Santa Fe

Atlanta & St. Andrews Bay

Atlanta & West Point

Bangor & Aroostook

Belt Railway Company of Chicago
Bessemer & Lake Erie
Burlington Northern
Camas Prairie Railroad
Canadian National Railways
Canadian Pacific Railway
Central of Georgia Railway
Central Vermont Railway
Chicago & Illinois Midland
Chicago & North Western
Chicago Heights Term. Transfer RR
Chicago, South Shore & South Bend RR
Chicago Union Station
Colorado & Wyoming
Consolidated Rail
CSX
Delaware & Hudson
Denver & Rio Grande Western
Detroit & Mackinac Railway
Duluth, Winnipeg & Pacific
Esanaba & Lake Superior
Fort Worth & Denver
Grand Trunk Western Railroad
Green Bay Western
Harbor Belt Line Railraod

High Point, Thomasville & Denton
Houston Belt Line Railroad
Illinois Central Gulf Railroad
Indiana Harbor Belt Railroad
Kansas City Southern Railway
Kansas City Terminal Railway
Lake Erie, Franklin & Clarion
Lake Superior & Ishpeming
Longview, Portland & Northern
Los Angeles Junction Railway
Louisiana & Arkansas
Manufacturers Railway Company
Meridian & Bigbee
Milwaukee, Kansas City SN Joint Agency
Minneapolis, Northfield & Southern Railway
Missouri, Kansas, Texas Railroad
Missouri Pacific Railroad
Monongahela Railway
Montour Railroad
National Railroad Passenger Corp. (Amtrak)
New Orleans Public Belt Railroad
New Burgh & South Shore
Norfolk & Portsmouth Belt Line
Norfolk Southern Railway
Northeast Illinois Regional Commuter R.R.

Northern Indiana Commuter
Oakland Terminal Railway
Odgen Union Railway & Depot Road
Pacific Fruit Express Company
Peoria & Pekin Union
Pittsburgh & Shawmut
Port Terminal Railroad
Portland Terminal Company
Richmond, Fredericksburg & Potomac
River Terminal Railway
St. Louis-Southwestern Railway
Sand Springs Railway
Soo Line Railroad
South Carolina Public RWY
Southern Pacific Transportation Co.
Southwestern Pennsylvania Trans. Auth.
Southern Railway
Springfield Terminal
Stockton Terminal & Eastern
Terminal Railroad Assoc. of St. Louis
Terminal Railway Alabama State Docks
Texas Mexican Railway
Texas City Terminal Railway
Three Rivers RWY
Toledo Terminal Railway

Union Belt of Detroit
 Union Pacific Railroad
 Utah Railway
 Western Pacific Railroad
 Youngstown & Southern

Reliance Standard Life Insurance Company

Effective Date: January 1, 2008

A Group Short Term Disability (STD) and Long Term Disability Plan (LTD) administered by the **Reliance Standard Life Insurance Company** for all full-time employees of the **Montreal, Maine, & Atlantic Railway, Ltd.** Benefits are paid conforming to a private insurance contract that has **no impact** upon an employee's eligibility for benefits under the RUIA.

Standard Insurance Company

Effective Date: Every December 1st

The Group Short Term Disability Insurance Plan **Wisconsin and Southern Railroad** has with **Standard Insurance Company** for all eligible employees provides for disability under this plan. Benefits are paid conforming to a private insurance contract that has **no impact** upon an employee's eligibility for benefits under the RUIA.

Effective Date: May 1, 2007

The Group Short Term Disability Insurance Plan **Springfield Terminal Railway Co.** and its subsidiaries that are Pan Am Railways, Boston & Maine Corp, GMX, Guilford Transportation Ind., Maine Central Railroad, Pan Am Systems, Portland Terminal Railway have with **Standard Insurance Company** for all regular full-time management and Springfield terminal police employees of the Employer provides for disability under this plan. Benefits are paid conforming to a private insurance contract that has **no impact** upon an employee's eligibility for benefits under the RUIA.

Sun Life and Assurance Company of Canada

Effective Date: January 1, 2010

The Short and Long Term Disability Insurance Plan covering all **D&I's** full-time United States employees working in the U.S scheduled to work at least 24 hours per week have with the Sun Life Assurance Company of Canada. Benefits are

paid conforming to a private insurance contract that has **no impact** upon an employee's eligibility for benefits under the RUIA. Effective Date: 10/01/2005

The Long Term Disability Insurance Plan (LTD) and the Life and Accident Death and Dismemberment Insurance (AD&D) plans **Providence and Worcester RR Company** has with **Sun Life and Assurance Company of Canada** (LTD) and the **Metropolitan Life Insurance Company** (AD&D) for all full-time management employees scheduled to work at least 30 hours per week and for U.S. employees under the Railroad Employees National Health and Welfare Plan for eligible employees provide long term disability and accident death and dismemberment benefit payments. Benefits are paid conforming to a private insurance contract that has **no impact** upon an employee's eligibility for benefits under the RUIA.

Trustmark Life Insurance Company and National Carriers' Conference Committee

Effective Date: March 1, 2002

Employees represented by the **Railroad Yardmasters of America** are covered by the sickness benefit plan. The following employers are included in the plan:

Alton & Southern Railway Company
 Buffalo & Pittsburgh
 Burlington Northern and Santa Fe Rwy Co.
 Canadian Pacific Rail
 Chicago & North Western Trans. Co.
 CSX Transportation, Inc.
 Delaware & Hudson
 Grand Trunk Western
 Houston Belt & Terminal
 Illinois Central Gulf Railroad
 Indiana Harbor Belt Railroad
 I&M Kansas City Joint Agency
 Kansas City Southern Railway
 Missouri Pacific Railroad

National Railroad Passenger Corporation (Amtrak)

Northeast Illinois Regional Commuter Railroad

New Orleans Public Belt

Norfolk Southern Railway

Port Terminal Railroad

Soo Line Railroad

Soo - KC Joint Agency

Terminal Railroad Assoc. of St. Louis

Texas City Terminal Railway

Union Pacific

Trustmark Life Insurance Company

Effective Date: January 1, 2004

Employees represented by the **Brotherhood of Locomotive Engineers-Train Dispatcher Department** employed by **CSX Transportation**.

Plan benefits are fully insured by Trustmark Insurance Company under Group Policy 9000. Benefits are paid conforming to a private insurance contract that has **no impact** upon an employee's eligibility for benefits under the RUIA.

United States Steel and Carnegie Pension Fund

Effective Date: January 1, 2000

For all Management employees of **Transtar Inc.** and its subsidiaries has with **United States Steel and Carnegie Pension Fund**. . Benefits are paid conforming to a private insurance contract that has **no impact** upon an employee's eligibility for benefits under the RUIA.

UNUM Provident Insurance Company

Effective Date: September 22, 1995

The **Montana Rail Link** has a long term disability plan with the **UNUM Provident Insurance Company**. Benefits are paid conforming to a private insurance contract that has **no impact** upon an employee's eligibility for benefits under the RUIA.

Effective Date: July 1, 2003

Massachusetts Bay Commuter Railroad was a covered employer that had a Group Long Term Disability Insurance Benefits Plan for all salaried employees working at least 20 hours per week with the **Unum Provident Insurance Company**. Benefits were paid conforming to a private insurance contract that had **no impact** upon an employee's eligibility for benefits under the RUIA. This plan was grandfathered in for employees of **Keolis Commuter Services** until 07/18/2016.

Effective Date: January 1, 2013

Genesee & Wyoming is a covered employer that has a supplemental sickness benefit plan for its full-time non-union employees administered by the **UNUM Provident Insurance Company**. Benefits are paid conforming to a private insurance contract that has **no impact** upon an employee's eligibility for benefits under the RUIA. The following is a list of railroads included in this plan (prior to 2013, these roads were owned by RailAmerica):

Alabama & Gulf Coast Railway	Kyle Railroad Co.
American Rail Dispatching Center, Inc.	Massena Terminal Railroad Co
Arizona & California Railroad	Mid Michigan Railroad
Bauxite & Northern Railway	Missouri & Northern Arkansas Railroad
California Northern Railroad	New England Central Railroad
Cascade & Columbia River Railroad	North Carolina & Virginia Railroad
Central Oregon & Pacific Railroad	Otter Tail Valley Railroad Co.
Central Railroad of Indianapolis	Point Comfort & Northern Railroad
Central Railroad of Indiana	Puget Sound & Pacific Railroad
Connecticut Southern Railroad	RailAmerica Intermodal Services
Dallas, Garland & Northeastern	Rockdale Sandow & Southern Rail
Eastern Alabama Railway	San Diego & Imperial Valley Railroad
Florida East Coast Railway	San Joaquin Valley Railroad Co

Huron and Eastern Railway Co	South Carolina Central Railroad., Inc
Indiana Southern Railroad	Toledo Peoria & Western Railway
Indiana & Ohio Railway	Ventura County Railroad Company
Kiamichi Railroad	RailAmerica Intermodal Services
	Rail Operating Support Group

Effective Date: January 1, 2005

Norfolk Southern is a covered employer that has a supplemental sickness benefit plan with the Brotherhood of Locomotives Engineers and Trainmen administered by the **UNUM Provident Insurance Company**. Benefits are paid conforming to a private insurance contract that has **no impact** upon an employee's eligibility for benefits under the RUIA.

Effective Date: July 18, 2016

Keolis Commuter Services is a covered employer that has a Short Term Disability Policy for all non-union employees and ARASA foremen with the **Unum Provident Insurance Company**. Benefits are paid conforming to a private insurance contract that has **no impact** upon an employee's eligibility for benefits under the RUIA.

Appendix G - Supplemental Unemployment Benefit Plans

Employer	Class of Employees	Effective Date
Atchison, Topeka & Santa Fe	TCIU	01/01/1980
Bangor and Aroostook	All eligible employees	03/05/1986
Bauxite and Northern Railway (at Bauxite, AR)	All employees with two or more years of service represented by the International Union, United Steelworkers of America	06/01/2001
Bessemer & Lake Erie	Int'l Bro. of Oilers and Int'l Assn. of Machinists and Aerospace Workers	07/01/1983
Bethlehem Steel Corp., Subsidiaries of:	All employees represented by United Steelworkers of America	10/01/1956

Cambria & Indiana RR Conemaugh & Black Lick RR Patapsco & Back Rivers RR Philadelphia, Bethlehem & New England RR Pittsburgh & Ohio Valley RR South Buffalo Railway Steelton & Highspire RR		
Birmingham Southern Railroad Company	All Non-Union Salaried Employees under the Layoff Unemployment Benefit (LUB) Program	07/01/2003
Black River and Western	All full-time employees	12/27/1991
Brandywine Valley RR	Full-time hourly employees	07/15/1986
Carolina & Northwestern	TCIU	04/01/1971
Chicago & North Western Transportation	TCIU	12/13/1982
Colorado & Wyoming	Fireman, Engineers and Switchman	04/06/1962
Consolidated Rail Corporation (ConRail)	Agreement Employees (ConRail SUB Plan)	04/02/1987
CSX Transportation	TCIU (Clerks) – former B&O	06/04/1973
CSX Transportation	TCIU (Clerks) – former C&O	01/01/1982
CSX Transportation	Machinists	08/01/1980
CSX Transportation	TCIU (Clerks) – former SCL	05/07/1981
CSX Transportation	TCIU (Clerks) – former L&N	05/22/1981
CSX Transportation	UTU (Trainmen) – former PM & Hocking Valley	08/01/1989

Delaware & Hudson Railway Co.	Brotherhood of Maintenance Way Employees (BMWE)	11/29/2000
Delaware & Hudson Railway Co.	Brotherhood of Railway Carmen (BRC)	01/01/2002
Delaware & Hudson Railway Company Inc.	National Conference of Fireman and Oilers (NCFO)	09/21/2006
Delaware & Hudson Railway Company Inc.	American Railway Supervisors Association (ARSA) (Mechanical Department Foreman)	09/21/2006
Delaware & Hudson Railway Company Inc.	International Association of Machinists and Aerospace Workers (IAMAW)	09/21/2006
Delaware & Hudson Railway Company Inc.	International Brotherhood of Electrical Workers (IBEW)	10/10/2006
Delaware & Hudson Railway Company Inc.	D&H Special Agents, represented by the ASD (Division TCU)	09/21/2006
Denver & Rio Grande Western	TCIU	01/01/1982
Elgin, Joliet and Eastern Railway Company	All Non-Union Salaried Employees under the Layoff Unemployment Benefit (LUB) Program	07/01/2003
Gulf, Colorado & Santa Fe	TCIU	05/20/1963
Grand Trunk Western	UTU – Yardmen and Foremen	07/19/1988
Grand Trunk Western	UTU – Former DT&I Yard and Road Trainmen	07/19/1988
Grand Trunk Western	UTU – Road Conductors and Brakemen	05/14/1990
Illinois Central Gulf	TCIU	09/15/1972
Illinois Central Gulf	Maintenance of Way Employees	09/15/1972

Illinois Central Gulf	Shopcraft employees	05/18/1972
ISG-Railway Inc	All employees who are covered by a collective bargaining agreement with the United Steelworkers of America (Arcelor Mittal)	06/22/2009
ISG-Railway Cleveland Works Railway Co.	All employees who are covered by a collective bargaining agreement with the United Steelworkers of America (Arcelor Mittal)	06/22/2009
ISG-South Chicago & Indiana Harbor Rwy	All employees who are covered by a collective bargaining agreement with the United Steelworkers of America (Arcelor Mittal)	06/22/1009
Kansas City Terminal	TCIU	05/21/1984
Lake Terminal	Employees represented by United Steelworkers of America & All Non-Union Salaried Employees under the Layoff Unemployment Benefit (LUB) Program	10/01/1983 07/01/2003
Long Island	TCIU	04/01/1964
Marine Atlantic	All employees	04/12/1994
Massena Terminal Railroad at (Massena, NY)	All employees with two or more years of service represented by the International Union, United Steelworkers of America	06/01/2001
McKeesport Connecting	All employees represented by United Steelworkers of America & All Non-Union Salaried Employees under the Layoff Unemployment Benefit (LUB) Program	03/01/1963 07/01/2003
Metro North Commuter	All non-contract employees	01/01/1983

Midland Terminal Company	All bargaining-unit employees	03/20/2000
Missouri Pacific RR & Subsidiaries	TCIU	04/17/1963
Panhandle & Santa Fe	TCIU	05/20/1963
Pittsburgh & Conneaut Dock Company	Employees represented by United Steelworkers of America	01/01/1969
Point Comfort & Northern Railroad at (Point Comfort, TX)	All employees with two or more years of service represented by the International Union, United Steelworkers of America	06/01/2001
Rockdale Sandow & Southern Railroad at (Rockdale, TX)	All employees with two or more years of service represented by the International Union, United Steelworkers of America	06/01/2001
Seaboard System	TCIU	01/01/1981
Soo Line	Sheet Metal Workers	07/15/1985
Southern Pacific Co. (Pacific Lines)	TCIU	10/22/1958
Southern Railway System	TCIU	04/01/1971
Texas & Pacific (& Subsidiaries)	TCIU	04/17/1963
Toledo Terminal	TCIU	01/01/1982
Tracks Traffic and Management Services Inc.	All Non-Union Salaried Employees under the Layoff Unemployment Benefit (LUB) Program	07/01/2003
Transtar, Inc	All Non-Union Salaried Employees under the Layoff Unemployment Benefit (LUB) Program	07/01/2003
Union Belt of Detroit	TCIU	07/01/1981

Union Railroad (Pittsburgh)	All employees represented by United Steelworkers of America & All Non-Union Salaried Employees under the Layoff Unemployment Benefit (LUB) Program	03/01/1963 07/01/2003
United Transportation Union Voluntary Contribution Plan	UTU	01/07/1969
Warrior & Gulf Navigation Company	All Non-Union Salaried Employees under the Layoff Unemployment Benefit (LUB) Program	07/01/2003
Western Railroad Assn.	TCIU	04/01/1995
Western Railroad Assn.	Non-agreement employees	01/04/1982
Western Railroad Assn.	Rate Bureau employees	11/01/1983
Western Railroad Traffic Association	Non-agreement employees	01/04/1982
Western Weighing & Inspection Bureau	TCIU	01/01/1989