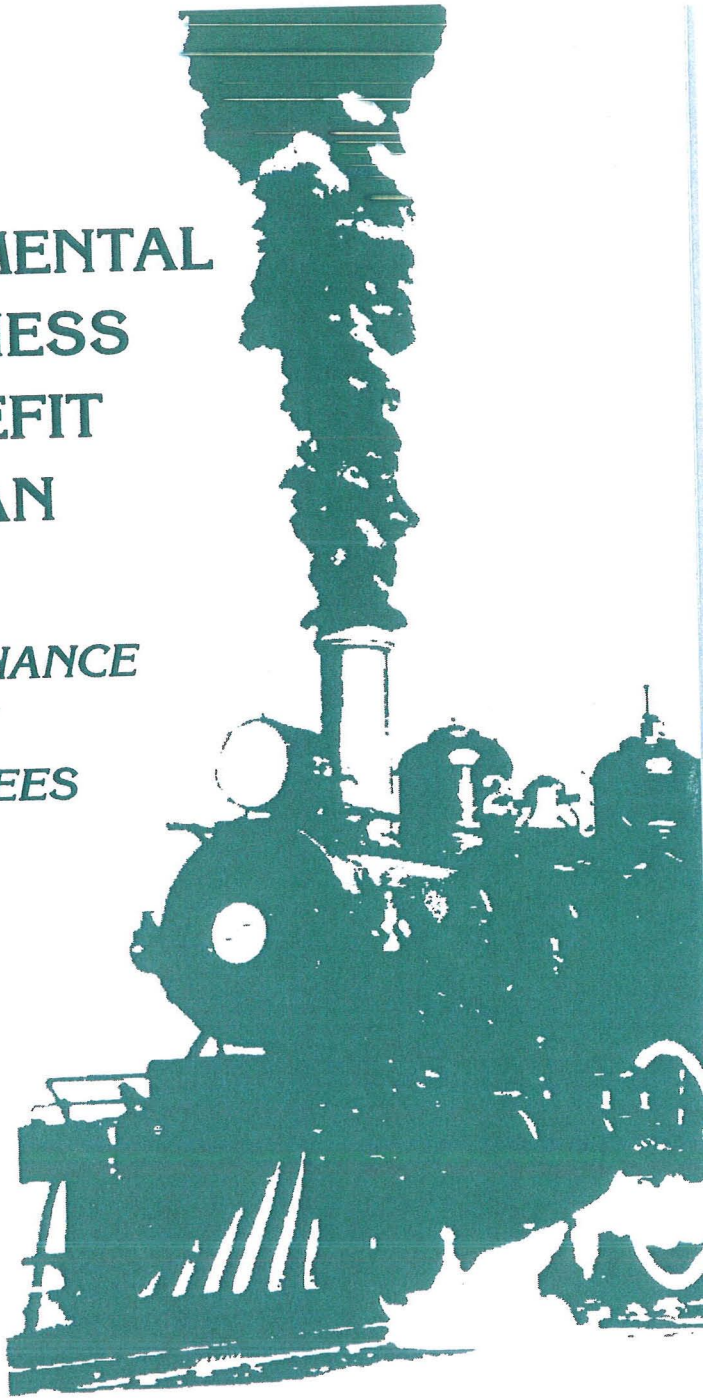


# SUPPLEMENTAL SICKNESS BENEFIT PLAN

*MAINTENANCE  
OF WAY  
EMPLOYEES*



January 1, 2010

## IMPORTANT NOTICE

Among other things, this Booklet sets forth important information on submission of claims for Plan Benefits, including:

- **The notice of claim must be given within 60 days of the start of disability.** The start of disability is the first full day of Total Disability (see page 7) after you stop rendering Compensated Service for your employing railroad. If you are unable to provide notice within 60 days due to your serious mental or physical injury or illness, you must provide notice of disability to Aetna as soon as improvement of that condition permits.
- The form to be used for the submission of a claim appears in the centerfold of this booklet.
- The form should be submitted to Aetna Disability-Workability, P.O. Box 14560, Lexington, KY 40512-4560.
- You may also file your claim over the telephone by calling 1-800-205-7651, file a claim on-line at <https://www.wkabsystem.com>, or file a claim by faxing the claim form to Aetna at 1-866-667-1987.

### ***Late Filed Claims***

**If you do not submit your notice of claim within the prescribed 60-day period**, or as soon as improvement of your serious mental or physical condition permits if you are unable to provide notice within 60 days due to that condition, **your claim will be denied** regardless of your reason for failing to meet the deadline.

### ***Enforcement of Time Limits***

Please do not jeopardize your benefits. Make sure you submit your notice of claim to Aetna within 60 days after your disability begins.

## FOREWORD

This booklet provides a summary description of the Maintenance of Way Employees Supplemental Sickness Benefit Plan (the "Plan") as in effect on January 1, 2010, under collective bargaining agreements between railroads represented by the National Carriers' Conference Committee and employees represented by the Brotherhood of Maintenance of Way Employees.

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

The benefits and procedures set forth in this booklet apply to disabilities which began **on or after January 1, 2010**. If your disability began prior to January 1, 2010, please refer to the booklet entitled "Supplemental Sickness Benefit Plan Maintenance of Way Employees," dated July 1, 2007.

## HOW TO FILE A CLAIM

### WITH THE PLAN

- (1) The Plan provides benefits for disability, beginning on the fifth consecutive day of disability. Therefore, you should fully complete all parts of the "Notice of Disability" form and send it to Aetna as soon as you know your disability will last more than four consecutive days. You can also provide notice of disability by telephone (1-800-205-7651) or by submitting a claim form on line at <http://www.wkabsystem.com>.
- (2) After Aetna receives your Notice of Disability, you will receive an introductory letter along with a medical authorization form to permit Aetna to obtain your medical records and discuss your claim with your treating physician(s). You will also receive a form on tax withholding. You should fill out the forms completely, sign them, and return them to Aetna. If Aetna provides you with any other forms, you (or, as the case may be, your physician) should fill them out completely and return them to Aetna.
- (3) Address all correspondence to:

**Aetna Disability-Workability  
P.O. Box 14560  
Lexington, KY 40512-4560**

Claim forms may be faxed to Aetna. The fax number is **(866) 667-1987**.

If you have any questions about filing your claim, please call **1-800-205-7651**.

### WITH THE U.S. RAILROAD RETIREMENT BOARD

- (1) Obtain Forms SI-1a and SI-1b, Application for Sickness Benefits and Statement of Sickness, from your employer, local Railroad Retirement Board office, or your union representative.
- (2) Complete Form SI-1a and have your doctor complete Form SI-1b, Statement of Sickness. The forms then are to be mailed together to the following address, so that they are received on or before the 10th day following the first day you want to claim Railroad Unemployment Insurance Act (RUIA) Sickness Benefits: U.S. Railroad Retirement Board, Office of Programs-Operations, Post Office Box 10695, Chicago, IL 60610-0695. If your application for RUIA Sickness Benefits is not received on time, you may lose benefits.

- (3) After you've made proper application to the Railroad Retirement Board, you will be sent a new claim card (Form SI-3) to complete approximately every 14 days during the period of your disability. That claim card must be received by the Railroad Retirement Board within 30 days of the last day of the claim period.
- (4) If you have questions about filing for your RUIA Sickness Benefits, contact the Railroad Retirement Board at (877) 772-5772. You can find contact information for your local office at <http://www.rrb.gov>.

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## SECTION I - SCHEDULE OF BENEFITS

**Benefits Start:** 5th consecutive Day of Disability

*During any period in which you are eligible for RUIA Sickness Benefits, in order to receive benefits under this Plan, you must also apply for and be approved for RUIA Sickness Benefits. You cannot receive benefits under the Plan for any period in which you are eligible to receive RUIA Sickness Benefits if you fail to apply for those Sickness Benefits or if you are denied those benefits for any reason. The first period in which you can receive Plan benefits is your initial RUIA Sickness Benefits registration period.*

**Maximum Benefit Period:** 12 Months

### BASIC BENEFIT AMOUNT

For Periods of Disability Beginning On or After January 1, 2010

<u>Class</u>	<u>For Covered Employees Who Have <b>Not</b> Received Maximum Sickness Benefits Under RUIA* in the Benefit Year Involved</u>		<u>For Covered Employees Who <b>Have</b> Received Maximum Sickness Benefits Under RUIA* in the Benefit Year Involved</u>	
	<u>Per Month</u>	<u>Per Day**</u>	<u>Per Month</u>	<u>Per Day**</u>
Class 1	\$ 1,268.00	\$42.27	\$2,660.00	\$88.67
Class 2	\$ 1,121.00	\$37.37	\$2,513.00	\$83.77
Class 3	\$ 951.00	\$31.70	\$2,343.00	\$78.10

\*"RUIA" means the Railroad Unemployment Insurance Act.

\*\*The rate "per day" shown above is the monthly rate divided by 30. It applies to disabilities lasting less than a month or to the extra days for disabilities lasting more than an exact number of months.

**A Covered Employee during his initial RUIA registration period (the first 14 days of Total Disability) after all certification requirements are met will receive: (i) benefits for the 5th through the 14th day of disability at the applicable Basic Benefit Amount**

## SECTION I - SCHEDULE OF BENEFITS

shown above, plus (ii) an amount equal to the total RUIA benefit that would have been payable for days of sickness, had it not been for RUIA's "waiting period" requirement. Benefit payments after that will be made monthly. A "month" is a period equal to 30 calendar days. The Plan Administrator may also determine, in its discretion, that the Plan will pay benefits more frequently than monthly (weekly or bi-weekly), based on the per day benefit. If the Plan pays benefits more frequently, the total benefits paid for any period of disability will be no different than the total benefits that would have been paid monthly.

The Basic Benefit Amount shown above will be reduced so that it, together with other income benefits, will not be more than the Maximum Monthly Amounts shown on Page 9. Other income benefits include those payable under RUIA and others listed on Pages 10 and 11.

You will be classified in accordance with your rate of pay as shown below. The rate of pay:

- (a) includes any differentials regularly paid on the position plus any applicable cost of living allowance; and
- (b) is the rate of pay in effect as of December 31, 2009, for the position you last worked prior to becoming disabled.

<u>Classification</u>	<u>Rate of pay as of December 31, 2009</u>
Class 1	\$22,68 or more per hour or \$3,946.00 or more per month
Class 2	\$21.07 or more but less than \$22.68 per hour, or \$3,666.00 or more but less than \$3,946.00 per month
Class 3	Less than \$21.07 per hour or \$3,666.00 per month

**The benefits shown in this booklet apply only to Periods of Disability beginning on or after January 1, 2010. Contact Aetna for information about benefits applicable to Periods of Disability that began prior to January 1, 2010, or refer to the booklet entitled "Supplemental Sickness Benefit Plan Maintenance of Way Employees," dated July 1, 2007.**



## **SECTION II – ELIGIBILITY AND TERMINATION OF COVERAGE**

### **Eligibility**

Generally speaking, you are eligible for the coverage under this Plan while you are a "Covered Employee." To be a Covered Employee, you must fall within all three of the definitions set forth below. These are the definitions of "Employee," of "Qualified Employee," and of "Covered Employee."

**"Employee"** means an individual who:

- (1) is employed by a participating Railroad; and
- (2) is represented by the Brotherhood of Maintenance of Way Employees or another labor organization that participates in the Plan.

**"Employee"** also includes:

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

**"Qualified Employee"** means an Employee who:

- (1) has completed 30 days of continuous employment with the same participating railroad in a position represented by the Brotherhood of Maintenance of Way Employees or other labor organization that participates in the Plan and is covered by its schedule agreement; and
- (2) is a Qualified Employee as that term is defined in Section 3 of the Railroad Unemployment Insurance Act as it now is or may later be amended.\*

\*Section 3 of RUIA (effective with base year 2009) states:

"An employee shall be a 'qualified employee' if the Board finds that his compensation with respect to the base year will have been not less than \$3,325.00 and, if such employee has had no compensation prior to such year, that he will have had compensation with respect to each of not less than five months in such year."

The term "base year" means the calendar year immediately prior to the start of a benefit year. The term "benefit year" means the twelve-month period starting on July 1 of any year and ending on

## **SECTION II – ELIGIBILITY AND TERMINATION OF COVERAGE**

### **Eligibility**

June 30 of the next year. Thus, the "base year" for benefit year 2010 (July 1, 2010 – June 30, 2011) is calendar year 2009.

In arriving at the base year compensation of \$3,325.00 for benefit year 2010 (July 1, 2010 - June 30, 2011), only the first \$1,195.00 of compensation in any month is counted.

In sum, an Employee who has satisfied paragraphs (1) and (2) above will be a Qualified Employee as of the first day of the benefit year that begins on July 1st next following the end of the base year in which the employee satisfies the RUIA's compensation standard.

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

**"Covered Employee"** means a Qualified Employee who, under a schedule agreement held by the Brotherhood of Maintenance of Way Employees or other participating labor organization, during any calendar month:

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

The Qualified Employee will be a Covered Employee in any month only if he rendered compensated service or received vacation pay during the prior month, except that if he:

- becomes disabled while a Covered Employee, and
- continues to be so disabled,

he can continue to remain eligible for benefits for that disability, subject to other limitations on Plan benefits, even though, as a result of that disability, he does not render compensated service or receive vacation pay during the prior month.

A Qualified Employee who is no longer a Covered Employee due to disability, furlough, leave of absence or discharge will again be a Covered Employee on the date he again begins to render compensated service for a participating railroad, provided that the Employee:

## **SECTION II – ELIGIBILITY AND TERMINATION OF COVERAGE**

### **Eligibility**

- (a) again begins to render compensated service within 12 calendar months after he is no longer a Covered Employee; and
- (b) renders compensated service under a schedule agreement held by the Brotherhood of Maintenance of Way Employees or other participating labor organization.

Such Employee will be a Covered Employee for the rest of that calendar month.

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

- (a) has to provide continued Plan benefits under compensation maintenance provisions of an agreement, a statute, or an order of a regulatory authority; and
- (b) keeps on making the same contributions to the Plan as if the Employee had rendered compensated service.

**“Vacation Pay” received after an Employee is furloughed or ceases to maintain his employment relationship with a participating railroad will not continue Plan coverage.**

## **SECTION II – ELIGIBILITY AND TERMINATION OF COVERAGE**

### **Termination of Coverage**

Your coverage will cease on the sooner of:

- (a) the date the Plan ends;
- (b) the date your employing railroad or labor union no longer participates in the Plan;
- (c) the date the Plan is changed to end the coverage for the class of Employees of which you are a member; or
- (d) the date you are no longer a Covered Employee as defined on Pages 4–5 (although you may continue to receive benefits for a continuing disability that began while you were a Covered Employee, subject to other limitations on Plan benefits).

### **Return to Work**

When a Covered Employee's physician determines that the Employee is no longer Totally Disabled (as that term is defined by the Plan on Page 7) and the Employee is medically qualified to return to work, and the carrier's designated medical officer finds in his medical judgment that such employee is not medically qualified to return to work, the Employee shall be promptly notified by the employing railroad. The Employee's disability payments due under the Plan shall continue until the sooner of the date the Employee is found to be medically qualified to return to service by the carrier's designated medical officer or the expiration of the twelve-month limitation on Plan benefits for such disability.

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

## SECTION III – BENEFIT PROVISIONS

### Benefits Payable

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

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

Benefits start on the fifth (5th) consecutive day of Total Disability and will be paid monthly (or more frequently, in the Plan Administrator's discretion) while a Period of Disability continues, except as provided on Pages 1-2.

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

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

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

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

**"Successive Periods of Disability,"** whether or not your Total Disability started while you were a Covered Employee, will be considered one Period of Disability unless the later period:

- (1) is separated by a period of 90 consecutive calendar days during which you have worked on a full-time basis; or
- (2) is due to an entirely unrelated cause and begins after you have returned to active work on a full-time basis for at least one day.

## **SECTION III – BENEFIT PROVISIONS**

### **Benefits Payable**

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

- (1) the date of your death;
- (2) the date you are no longer Totally Disabled; or
- (3) the date you have qualified for benefits for 12 months for your Total Disability, subject to item (j) under Limitations and Exclusions on Page 12.

**Employees Paid in Canadian Funds** - Dollars and cents for an employee paid by a Railroad in Canadian funds will mean dollars and cents in Canadian funds. Payments made to these employees in United States funds under RUIA, other laws or private plans, will be converted to their Canadian equivalents when reductions are made as provided on Pages 10 and 11 if the value of the Canadian dollar varies by more than one cent from the value of the United States dollar.

**Local Agreements** – The benefits of Covered Employees represented by Labor Unions which have entered into local agreements with a participating railroad will be determined by the wage increases provided for under the national agreements with that union, if the Railroad is required to make the same contribution for this Plan as that made by the Railroads who are parties to the applicable national agreements.

## SECTION III – BENEFIT PROVISIONS

### Amount of Benefits

The amount of benefits is the "Basic Benefit Amount" reduced by the "Reductions Applicable to Basic Benefit Amount" shown on Pages 10 and 11. The Basic Benefit Amount is determined in accordance with "Part 1 - Basic Benefit Amount" below.

#### Part I - Basic Benefit Amount

The Basic Benefit Amounts shown in **Section I – Schedule of Benefits** are payable for Periods of Disability beginning on or after January 1, 2010, subject to the following:

1. The benefit rate will not change to the larger Basic Benefit Amount during any Period of Disability unless the Covered Employee uses all of his sickness benefits under RUIA during a benefit year. Likewise, if during any Period of Disability a new benefit year under RUIA starts and if the Covered Employee whose RUIA sickness benefits had been used up is again qualified for RUIA benefits, the benefit rate under this Plan will be changed to the lower Basic Benefit Amount.
2. If during any Period of Disability a new benefit year under RUIA starts and the Covered Employee whose RUIA benefits had been used up is not qualified and eligible to again receive sickness benefits under RUIA, the benefits under this Plan will be payable at the lower Basic Benefit Amount.

If RUIA is changed to increase the amount of sickness benefits payable, so that the sum of

- (a) 21.75 times the average daily sickness benefits for your class under RUIA, plus
- (b) the Basic Benefit Amount provided for you while receiving sickness benefits under RUIA

is more than the Maximum Monthly Amount shown below for your class, your Basic Benefit Amount will be reduced by an amount equal to the amount by which (a) plus (b) exceeds the Maximum Monthly Amount for your class.

<u>Classification</u>	<u>Maximum Monthly Amounts</u>
Class 1	\$2,854.00
Class 2	\$2,691.00
Class 3	\$2,511.00

## **SECTION III – BENEFIT PROVISIONS**

### **Amount of Benefits**

The Basic Benefit Amount payable under this Plan will also be reduced if it together with RUIA sickness benefits and other benefits shown in Part II is more than the Maximum Monthly Amount.

### **Part II - Reductions Applicable to Basic Benefit Amount**

1. If you are entitled to benefits under this Plan and receive any of the other payments in (1), (2), (3) or (4) below for any part of the same period of time, your Basic Benefit Amount will be reduced. The Basic Benefit Amount will be reduced by the amount that the sum of
  - (a) your Basic Benefit Amount; plus
  - (b) other payments described in (1), (2), (3) or (4); plus
  - (c) sickness benefits payable under RUIA is more than the Maximum Monthly Amount for your class as shown above.

Other payments include:

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

If you do not receive sickness benefits under RUIA because of the provisions of Section 4(a-1) (ii) of such Act\*, the Basic Benefit Amount, reduced as provided above, will be paid. Item (k) under Limitations and Exclusions on Page 12 will not apply to this provision.

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



## SECTION III – BENEFIT PROVISIONS

### Amount of Benefits

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

2. If you are eligible for benefits for a disability under any other plan, fund or other arrangement by any name for which an employer has contributed, the Basic Benefit Amount will be reduced so that the sum of
  - (a) the benefits for which you are eligible under other plans, funds or arrangements; plus
  - (b) your sickness benefits under RUIA; plus
  - (c) the Basic Benefit Amount will not be more than the Maximum Monthly Benefit Amounts for your class as shown on Page 9. A plan, fund, or arrangement includes but is not limited to:
    - (i) any group life policy providing installment payments for permanent total disability;
    - (ii) any group annuity contract;
    - (iii) any pension or retirement annuity plan;
    - (iv) any group accident and health insurance paying loss of employment time benefits for disability;
    - (v) any employer sick leave or wage continuation program; or
    - (vi) any loan arrangement between employee and employer where the employer has a right of recovery.
3. If you are disabled in an off-track vehicle accident covered under applicable provisions of the national agreements, the Basic Benefit Amount will be reduced by the amount of any payment made to you by reason of that coverage for time loss for the same disability.

## SECTION III – BENEFIT PROVISIONS

### Limitations and Exclusions

No payment will be made for disability under this Plan:

- (a) for the first four consecutive days of any Period of Disability;
- (b) for more than 12 months during any Period of Total Disability subject to item (j) below;
- (c) for any period during which you are not certified as receiving treatment by a legally qualified physician;
- (d) for any day you render compensated service or otherwise work for or receive pay from any employer;
- (e) for any disability which begins after you have started work on a regular or permanent basis for a participating railroad other than on a position coming under a schedule agreement held by a participating labor union (covered position) unless the last position on which you worked before the start of your disability was a covered position;
- (f) for any disability due to intentionally self-inflicted injury or sickness;
- (g) for any disability caused by you committing or attempting to commit an assault, battery, or felony;
- (h) for any disability due to war or act of war (whether war is declared or not), insurrection or rebellion, or your participation in a riot or civil commotion;
- (i) for any disability starting after your employment with the participating railroad has ended. This exclusion will not apply if you are a Covered Employee and you leave the service of one participating railroad and, without missing more than one week of work, start work for another participating railroad on which you are already a Qualified Employee and for that reason end your employment with the former railroad;
- (j) for any period for which you receive vacation pay during a disability. (This Plan's disability benefit period will be extended beyond 12 months by the number of days for which benefits are denied because of vacation pay.); or
- (k) for any period for which you are eligible to receive disability benefits under RUIA but are denied benefits for any reason including your failure to apply.
- (l) for any disability if you fail to provide timely notice of disability as specified on page 13.

## **SECTION IV – CLAIMS PROVISIONS**

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

Notice of any injury or sickness must be given within 60 days of the start of disability. The notice must be given to Aetna with information that identifies you as a Covered Employee. The appropriate claim form is included in this booklet. It may be used to report a claim under this Plan. You can also provide notice by telephone or on-line. (See page ii for information on how to provide notice.) If you do not provide notice within 60 days of the start of disability, Aetna will deny your claim for benefits regardless of whether the Plan is prejudiced by your failure to provide timely notice, unless your failure to provide notice within that time period is due to a serious physical or mental injury or illness sustained by you.

If you are unable to provide notice within 60 days due to your serious mental or physical injury or illness, you must provide notice of disability to Aetna as soon as improvement of that condition permits. If you do not provide notice as soon as improvement of the condition permits, Aetna will deny your claim for benefits, regardless of whether the Plan is prejudiced by your failure to provide timely notice.

### **Proof of Disability**

A claim for benefits must be supported by proof of Total Disability. After notice of a claim is received, Aetna will seek information concerning proof of Total Disability. Aetna will obtain your medical records and/or seek other information concerning your claim for disability. Aetna may also provide a form to your doctor for the filing of proof of disability. Your doctor must complete and send back any proof of disability form required by Aetna, or provide Aetna with adequate written or oral information concerning the nature and extent of the loss, within ninety (90) days after the start of the Period of Disability for which benefits are claimed under the Plan. However, a claim will still be considered if it was not possible to furnish completed forms or other proof of loss within this 90-day period and the proof was furnished as soon as possible. But if you or your doctor fails to submit proof of loss within the 90-day period, or as soon as possible if it was not possible to furnish that proof within the 90-day period, your claim will be denied regardless of whether the Plan is prejudiced.

After Aetna makes an initial determination of Total Disability, Aetna may periodically require proof that your Total Disability continues. Your doctor must provide Aetna with adequate additional information concerning your disability upon request. If you or your doctor fails to cooperate with Aetna's requests for this additional information, Aetna will terminate your benefits regardless of whether the Plan is prejudiced.

## **SECTION IV – CLAIMS PROVISIONS**

The proof must show that you have applied, and have furnished proofs when asked, for all disability benefits.

### **Time of Payment of Claims**

Subject to written proof of Total Disability, all accrued benefits will be paid monthly (or more frequently, in the Plan Administrator's discretion). Any balance that has not been paid by the end of disability will be paid immediately upon receipt of due written proof.

### **Payment of Claims**

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

If benefits are payable:

- to your estate; or
  - to a person who cannot legally give a valid release,
- the Plan may pay up to \$1,000 to someone related to you by blood or marriage who Aetna believes has a right to it. Neither the Plan nor Aetna will be held responsible for any such payment made in good faith.

### **Investigation and Physical Examination**

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

### **Response to Claim for Benefits**

Aetna will respond to your claim for benefits under the Plan within 45 days after it receives your claim. The period for response may be extended twice for periods no longer than 30 days each, if Aetna notifies you of the need for extension before the date a decision must be made, and if the extension is needed because of matters beyond the control of the Plan. A notice of extension will explain the reason for the extension, the unresolved issues that prevent a decision from being made, and any additional information needed from you to make a decision on your claim. You will have 45 days from the time you receive a request for additional information to provide the information to Aetna. Aetna may also periodically evaluate your disability status or whether you otherwise continue to be entitled to Plan benefits. A finding that you are no longer Totally Disabled or otherwise no longer entitled to receive benefits under the Plan would be considered a denied claim for purposes of these claims procedures.

## SECTION IV – CLAIMS PROVISIONS

### Appeals from Claim Denials

If your claim for benefits under the Plan is denied, you will receive an explanation written in a manner that can be understood by you giving: (i) reasons for the denial; (ii) specific reference to the Plan provisions on which the denial is based; (iii) a description of any additional material or information necessary for you to perfect the claim and an explanation of why such additional material or information is necessary; (iv) an explanation of the claims appeal procedures and the time limits associated with those procedures; (v) a copy of any internal rule, guideline, protocol, or similar criteria that Aetna relied on in denying your claim, or a statement that a copy will be provided at no cost upon your request; and (vi) if your claim is denied because Aetna determined that you were not receiving care which is appropriate for the nature of your condition (see definition of Totally Disabled on page 7), an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical condition, or a statement that such explanation will be provided to you at no charge upon request.

When Aetna conducts a periodic claim evaluation and determines that you are no longer entitled to continued benefits. Aetna will notify you writing. The notice will contain similar information that is included in a claim denial notice. You have the same appeal rights associated with a denied claim.

If you are not satisfied, or you do not agree with the reasons for the denial of your claim, you may appeal the decision to Aetna. This appeal **must be in writing**, and can be made by you or your duly authorized representative. It must set out the reasons for the appeal and your dissatisfaction or disagreement. Any evidence or documents to support your position should be submitted with your written appeal. Upon written request, you or your duly authorized representative may review the pertinent documents that pertain to your claim and its denial. Your appeal must be received within 60 days of the date you receive the letter denying the claim. If your appeal to Aetna is not filed on time, it will be denied.

You should submit your written appeal to: Aetna Disability-Workability, PO Box 14560, Lexington, KY 40512-4560, or to any other address as specified in the letter denying your claim. This is considered a First Level Appeal.

Aetna will promptly review the claim and appeal and will advise you of its decision with specific reference to the Plan provisions on which the decision is based. This written decision will be sent to you not later than 60 days after Aetna's receipt of your written appeal.

## **SECTION IV – CLAIMS PROVISIONS**

If you are dissatisfied with Aetna's determination upon your appeal, you or your representative may, within 60 days from the date of the written decision, submit an appeal to the Disputes Committee. This is considered a Second Level or Final Appeal. Your letter of appeal should contain the following:

- a. Your name
- b. Your Aetna Claim Number
- c. Your Employee Number or Social Security Number
- d. Your Employing Railroad
- e. Your Division or Department, and Location where employed
- f. Name of Union representing you
- g. Your Date of Disability
- h. A copy of the Aetna denial letter
- i. Your statement as to why you think Aetna's determination should be overturned
- j. All available substantiating evidence and argument (but not medical information – if medical information is needed it will be requested from you)

It should be mailed to:

Director Employee Benefits  
National Carriers' Conference Committee  
1901 L. Street NW  
Washington, DC 20036-3514

If your Final Appeal to the Disputes Committee is not filed on time, it will be denied.

Upon receipt, your Final Appeal will be referred to an independent review entity engaged by the Plan (currently CompPartners).

All expenses in connection with the resolution of disputes will be paid by the person or persons incurring the expenses. Fees and expenses of any physician(s) selected by CompPartners will be paid by the Plan.

If your Final Appeal involves medical issues, CompPartners will appoint one or more legally qualified physician(s) to review your case. The physician(s) will at your request consider any appeal requiring medical judgment that involves: determination of your physical condition; the cause of disability; or the date disability started. The decision by the physician(s) appointed by CompPartners will be final and binding on all parties, and they will notify you, the Plan, and Aetna of the decision.

If your Final Appeal involves any non-medical issues such as those related to the terms, conditions and provisions of the Plan, it will be submitted to CompPartners for review. The decision of CompPartners

## **SECTION IV – CLAIMS PROVISIONS**

will be final and binding on all parties and they will notify you, the Plan, and Aetna of the decision.

### **Legal Actions**

No action can be brought to receive a benefit under the Plan until you have exhausted the appeals process. Furthermore, no action can be brought after 3 years has passed from the deadline for providing Aetna with written proof of disability that meets the Plan's requirements.

### **Choice of Physician**

You will have free choice of any physician practicing legally. Neither the Plan nor Aetna will in any way disturb the physician-patient relationship.

## **SECTION V – ADDITIONAL INFORMATION**

### **Federal Tax Information**

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

Federal Law also requires that Railroad Retirement Tier I Taxes be withheld from Plan payments made during the first six (6) months following the month of disability, if your employer makes contributions to the Plan. Your employer is required to pay a matching share of the Railroad Retirement Tax withheld.

### **Liability Cases**

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

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

Thus, if benefits are paid under this Plan, the benefit payments will be deducted from any payment made in any case involving a claim for loss of wages and in which the employer or a third party may be liable for the injury.



## **SECTION V – ADDITIONAL INFORMATION**

### **Subrogation**

In the event any benefits are paid to a Covered Employee under the Plan, the Plan shall be subrogated and succeed to the Covered Employee's right to receive a payment for loss of wages against any third party, other than the employing railroad. The Plan shall also automatically have a first lien upon any recovery that the Covered Employee receives, or may be entitled to receive, from a third party other than the employing railroad, on account of such loss wages, and shall have a right of reimbursement up to the amount of the Plan's lien, out of any recovery. The Covered Employee shall pay over to the Plan all sums received, by suit, settlement or otherwise, on account of such loss of wages, but not to exceed the amount of benefits paid under the Plan. As a condition to paying any benefits under the Plan, Aetna requires the Covered Employee to assign to the Plan any payment or right thereto from any third party other than the employing railroad to the extent that benefits are payable under the Plan. By accepting benefits under the Plan, the Covered Employee agrees to the lien and that any amounts recovered from any third party other than the employing railroad will be applied first to reimburse the Plan, regardless of whether the Covered Employee has been fully compensated for all losses by the third party.

For purposes of this provision, a payment which does not specify the matters covered by it shall be deemed to include a payment for loss of wages to the extent of any actual wage loss due to the disability involved. The Covered Employee shall take action; furnish such information and assistance; execute such assignments and other instruments as Aetna may require to facilitate enforcement of the rights of the Plan; and shall take no action prejudicing the rights and interest of the Plan.

## **SECTION V – ADDITIONAL INFORMATION**

### **Recovery of Overpayments**

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

### **Interpreting Plan Provisions**

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

## **INFORMATION REQUIRED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)**

The following information, together with the rest of this booklet, form the Summary Plan Description under the Employee Retirement Income Security Act of 1974, sometimes called "ERISA":

- **Name of Plan:**  
Maintenance of Way Employees Supplemental Sickness Benefit Plan
- **Plan Identification Numbers:**  
Employer Identification No. (EIN): 52-1162945  
Plan No.: 502

- **Type of Administration:** Trusteed and Self-Funded

The Plan is administered directly by the Plan Administrator, which has retained Aetna Life Insurance Company to provide administrative services. All benefits are funded and paid directly by the Plan.

- **Plan Administrator:**  
National Carriers' Conference Committee  
1901 L Street, N.W., Suite 500  
Washington, D.C. 20036  
Tel: 202/862-7200

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

**Trustee:**

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

- **Date of End of Plan Year:**  
Each plan year ends on December 31.
- **Source of Plan Contributions:**  
Most participating employers pay the entire cost necessary for their employees to participate in the Plan. For employees of participating

## **INFORMATION REQUIRED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)**

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

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

- **Claim Procedures:**

See SECTION IV – CLAIMS PROVISIONS.

- **Plan Termination:**

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

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

As a participant in the Plan you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants will be entitled to the following.

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

1. You may examine without charge, at the Plan Administrator's office and at other locations, such as work sites and union halls, all Plan documents, including the administrative services contract with Aetna, the collective bargaining agreements under which the Plan was established and is maintained, and copies of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
2. You may obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including the administrative services contract with Aetna, the collective

## **INFORMATION REQUIRED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)**

bargaining agreements under which the Plan was established and is maintained, copies of the latest annual report (Form 5500 Series), and an updated summary plan description. The Administrator may make a reasonable charge for the copies.

3. You are entitled to receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

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

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

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

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

### **Enforce Your Rights**

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

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

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

## **INFORMATION REQUIRED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)**

person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

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