

The Pennsylvania Railroad Relief Department

CERTIFICATE OF MEMBERSHIP IN THE RELIEF FUND.

No. 374913

Office of the Superintendent, Philadelphia, Pa.

May 23 1916
Witness That Joseph C. Ward employed by

THE PENNSYLVANIA RAILROAD COMPANY

is a member of the Relief Fund of that Company, and is entitled to the Benefits provided by the Regulations of the Relief Department for a member of the *AA* class, with *20* additional Death Benefit of the first class.

E. J. Smith

Superintendent of the Relief Department.

REGULATIONS
GOVERNING
THE PENNSYLVANIA RAILROAD
VOLUNTARY
RELIEF DEPARTMENT.

Being an Association in joint administration of the Relief Departments
of the following corporations, approved by the several
Boards of Directors:

PENNSYLVANIA RAILROAD COMPANY,
PHILADELPHIA, BALTIMORE & WASHINGTON R. R. CO.,
WEST JERSEY & SEASHORE RAILROAD COMPANY.

TAKING EFFECT FEBRUARY 1, 1886,
MODIFIED FROM MAY 1, 1886,
AND AS AMENDED TO JANUARY 1, 1913.

THE PENNSYLVANIA RAILROAD VOLUNTARY RELIEF DEPARTMENT.

DESCRIPTION OF THE METHOD OF ASSOCIATION IN JOINT ADMINISTRATION OF THE RELIEF DEPARTMENTS OF THE FOLLOWING NAMED COMPANIES.

Modified—January 1, 1892, upon the withdrawal of the Baltimore & Potomac Railroad Company;
January 1, 1902, to cover representation of the Buffalo & Allegheny Valley Division of the Pennsylvania Railroad Company on the Advisory Committee.
October 1, 1907, to cover representation of the Eastern and Western Pennsylvania Divisions of the Pennsylvania Railroad Company on the Advisory Committee.
August 1, 1914, upon the withdrawal of the Northern Central Railway Company.

The West Jersey Railroad Company, the Philadelphia, Wilmington & Baltimore Railroad Company and the Camden & Atlantic Railroad Company, having each adopted a Relief Department similar in plan to that adopted by the Pennsylvania Railroad Company, as in the Regulations hereinafter printed, and being associated in interest with that Company, have associated themselves in the administration of their several Relief Departments with the said Pennsylvania Railroad Company by agreement in the following form:—

“*Memorandum of Agreement* entered into this day of _____, 1886,
“between the Pennsylvania Railroad Company, party of
“the first part, and the West Jersey Railroad Company, the
“Philadelphia, Wilmington & Baltimore Railroad Company
“and the Camden & Atlantic Railroad Company, parties of
“the second part.

“*Whereas*, The Pennsylvania Railroad Company, party of
“the first part, has established a Relief Department for the
“benefit of its service and employes, a copy of the plan of
“which is hereto attached and marked Exhibit A, and

" *Whereas*, The said parties of the second part have also
 " each adopted a plan similar as to form, and

" *Whereas*, Each of said plans contains, among other things
 " the following, namely:—

" Should any other corporation or corporations associated
 " in interest with this Company, adopt or have adopted regu-
 " lations establishing Relief Departments similar to the one
 " hereby established, this Company shall have power to asso-
 " ciate itself with such corporation or corporations in the
 " administration of the Relief Departments hereby and thereby
 " established, when so authorized by the respective boards of
 " directors of this and said corporation or corporations.

" Such association shall be evidenced by agreement or
 " agreements duly executed authorizing, among other things,
 " the constitution of a Joint Advisory Committee, to be chosen,
 " as and in the manner herein prescribed, by the several parties
 " thereto, and their employes, either by separate action in
 " behalf of each of said parties, or by the united action of
 " two or more of them as to any member or members of said
 " Committee; the original Committee to be constituted and
 " vacancies occurring thereafter to be filled, in such manner
 " as shall be prescribed.

" In the event of any association as aforesaid, the functions
 " and powers herein given to and vested in the Advisory Com-
 " mittee created as hereinbefore provided, shall during the
 " continuance of said agreement or agreements, be transferred
 " to and vested in the Advisory Committee constituted as
 " prescribed in said agreement or agreements, chosen as therein
 " directed, and so much of the Organization and Regulations
 " of the Relief Department herein provided for, as relates to
 " the constitution of an Advisory Committee consisting solely
 " of officers and employes of this Company, shall be sus-
 " pended, with the understanding, however, that upon the
 " determination of such agreement or agreements, the Advisory
 " Committee herein provided for, constituted as herein pre-
 " scribed, shall reassume the functions and duties herein
 " committed to it.

" *And Whereas*, The Companies, parties hereto, being asso-
 " ciated in interest, it has been deemed wise, in order to secure
 " uniformity as well as economy in operation and manage-
 " ment, that there should be a substantial identity of persons
 " in the principal control of the said relief plans respectively,
 " and particularly that one Joint Advisory Committee
 " should stand for and represent respectively as well the party
 " of the first part as the several parties of the second part.

" *Therefore this Agreement Witnesseth*, That the said parties
 " do hereby, in consideration of the premises, mutually
 " covenant and agree as follows:—

"FIRST, That each of the parties hereto having now the same person as General Manager, shall also designate the same persons to act as Superintendent of the Relief Department, and any other general officers necessary for conducting the business thereof, and the same location for its office, and do particularly agree that the Treasurer, for the time being, of the Pennsylvania Railroad Company shall be Treasurer of the Relief Fund of each of the said corporations.

"SECOND, That a Joint Advisory Committee possessed with all the powers of the several Advisory Committees provided for in the plans of said corporations, parties hereto, shall be constituted as follows:—

"The General Manager shall be *ex-officio* a member and chairman, and the Superintendent Secretary, of the Committee. The other members of the Committee shall be members of the Relief Fund. They shall be severally chosen in the month of November preceding the respective dates hereinafter stated, to serve respectively for periods of three years as hereinafter specified and until their successors are chosen, as follows:—

"By the contributing employes of the Eastern Pennsylvania Division of the Pennsylvania Railroad, from among themselves, one member to serve from January 1, 1917;

"By the contributing employes of the Western Pennsylvania Division of the Pennsylvania Railroad, from among themselves, one member to serve from January 1, 1917;

"By the contributing employes of the New Jersey Division of the Pennsylvania Railroad, from among themselves, one member to serve from January 1, 1916;

"By the contributing employes of the Central Division of the Pennsylvania Railroad, from among themselves, two members; one employed in either the Department of the General Agent Baltimore or on one of the following Divisions: Baltimore or Elmira, to represent the members employed in such Department and on such Divisions; and the other employed in either the Department of the General Superintendent, Principal Assistant Engineer, or Superintendent Motive Power, or on one of the following Divisions: Sunbury, Williamsport, or Renovo, to represent the members employed in such Departments and on such Divisions; both to serve from January 1, 1915;

"By the contributing employes of the Northern Division of the Pennsylvania Railroad, from among themselves, one member to serve from January 1, 1915;

"And by the Board of Directors of the Pennsylvania Railroad Company, six members to serve, three from January 1, 1915, one from January 1, 1916, and two from January 1, 1917:

"By the contributing employes of the Philadelphia, Baltimore & Washington Railroad Company, from among themselves, one member to serve from January 1, 1916;

"And by the Board of Directors of that Company, one member to serve from January 1, 1916;

"By the contributing employes of the West Jersey & Seashore Railroad Company, from among themselves, one member to serve from January 1, 1916;

"And by the Board of Directors of that Company, one member to serve from January 1, 1916.

"The successors of the members chosen as before mentioned, shall be chosen in the month of November preceding the expiration of the terms of service, to serve for periods of three years respectively.

"The members selected by the contributing employes shall be chosen by ballot, the vote being taken and certified by tellers selected by the Joint Advisory Committee. In balloting for members of the Committee, each contributing employe, member of the Relief Fund, will be entitled to cast one vote. A plurality of the total votes cast on each electoral division shall elect.

"Under this agreement, to fill vacancies occurring on the Advisory Committee the members to represent the contributing employes shall be designated by the General Manager, and the members to represent the Company shall be chosen by the several Boards of Directors, such members to serve until their successors are duly chosen as above.

"THIRD, That nothing herein contained shall be held to alter or modify any part of the existing Organization and Regulations of the several parties hereto, save in so far as is expressed herein or may be necessary to carry out the true purpose and intent hereof; nor to make any party hereto, chargeable for the collection of moneys on behalf of the employes, members of the respective Relief Funds, or liable for the benefits payable to such employes, of any other party to this agreement, this union being simply for the purpose of administration and economical management, each party hereto, in behalf of itself and its employes, agreeing to appropriate its ratable proportion of the joint expenses of administration and management, and the entire outlay necessary to make up deficits for benefits to its own employes.

"FOURTH, That none of the parties hereto shall, during the continuance of this agreement, make any change in either the Organization or Regulations, as now existing, save only subject to the approval and adoption thereof, by each of the other parties hereto.

"FIFTH, That for convenience of designation, the joint operations of the said Relief Departments shall be conducted under the title of 'The Pennsylvania Railroad Voluntary Relief Department,' all applications by employes, and the agreements therein made being, however, to and with the Company in whose service the applicants shall be.

"SIXTH, That any party hereto may withdraw from this agreement at any time after three years from the date hereof upon three months' written notice to the other parties of their purpose so to do. This agreement shall, however, continue in full force and effect as to parties hereto not withdrawing, so long as there shall remain two or more such Companies, and the Advisory Committee thereafter shall consist of the members chosen and to be chosen by the remaining parties to the agreement and their employes, as herein provided, in addition to the *ex-officio* member.

"In Witness Whereof, The said parties hereto have placed their corporate seals, duly attested, the day and date above written."
[Here follow signatures.]

The "West Jersey & Seashore Railroad Company," successor by consolidation and merger of the "West Jersey Railroad Company" and the "Camden & Atlantic Railroad Company," effective May 4, 1896, has become substituted for said last two mentioned Companies.

The "Philadelphia, Baltimore & Washington Railroad Company," successor by consolidation and agreement of the "Philadelphia, Wilmington & Baltimore Railroad Company," effective November 1, 1902, has become substituted for the latter Company.

By action of the Board of Directors of the Pennsylvania Railroad Company on May 8, 1912, the name of the Buffalo & Allegheny Valley Division was changed to Northern Division.

The railroads and property of the Northern Central Railway Company having been leased to the Pennsylvania Railroad Company by the action of the Board of Directors of the latter Company, effective August 1, 1914, the Northern Central Railway has been combined with the Erie Division of the Pennsylvania Railroad Company and such combination is known as the Central Division of the Pennsylvania Railroad Company.

"Memorandum of Agreement made this
"day of _____, Anno Domini one thousand nine
"hundred and one, between the Pennsylvania Railroad Com-
"pany, the Northern Central Railway Company, the West
"Jersey & Seashore Railroad Company, and the Philadelphia,
"Wilmington & Baltimore Railroad Company, associated by
"agreement in joint administration of their respective Relief
"Departments, under the name of The Pennsylvania Rail-
"road Voluntary Relief Department, parties of the first part,
"and the Pennsylvania Company, the Pittsburgh, Cincinnati,
"Chicago & St. Louis Railway Company, the Grand Rapids
"& Indiana Railway Company, the Terre Haute & Logansport
"Railway Company, the Cincinnati & Muskingum Valley
"Railroad Company, the Waynesburg & Washington Railroad
"Company, the Cincinnati, Lebanon & Northern Railway

"Company, and the Wheeling Terminal Railway Company, associated by agreement in joint administration of their respective Relief Departments under the name of the Voluntary Relief Department of the Pennsylvania Lines West of Pittsburgh, parties of the second part, *Witnesseth*:

"Whereas, All companies associated in joint administration of The Pennsylvania Railroad Voluntary Relief Department and all companies associated in joint administration of the Voluntary Relief Department of the Pennsylvania Lines West of Pittsburgh, are related, by community of interest, in such manner as would have justified an association in a single joint administration of the Relief Departments of the several companies already associated in the two Voluntary Relief Departments hereinbefore named, and, had they so associated, the result would have been, under their regulations as respectively adopted, that employes members of the Relief Fund of any one of such companies, transferred to the service of any other of such companies, would, as incident to such transfer, become members of the Relief Fund of the Company to whose service they were transferred;

"And Whereas, It is desirable that such joint administration of The Pennsylvania Railroad Voluntary Relief Department and such joint administration of the Voluntary Relief Department of the Pennsylvania Lines West of Pittsburgh should continue, but that the employes members of the Relief Fund of any of the companies associated in joint administration of either of said Voluntary Relief Departments should have all the advantages with respect to change of service which would have resulted had there been but a single joint administration of both Departments:

"Now, Therefore, In consideration of the premises, it is hereby agreed between the parties hereto, in order to accomplish this result:—

"FIRST, That the parties of the first part will amend Regulation No. 17 of the Regulations of their respective Relief Departments by inserting after the second paragraph the following words:

"Any employe, who shall have been transferred from the service of any of the Companies associated in joint administration of the Voluntary Relief Department of the Pennsylvania Lines West of Pittsburgh and shall at the time of such transfer be a member of the Relief Fund of any of the Companies associated in the joint administration of the Voluntary Relief Department of the Pennsylvania Lines West of Pittsburgh, may, regardless of age or physical condition, and upon making the necessary application, become a member of the Relief Fund of the Company to the service of

"which he may be transferred, in the class and for the additional death benefits, at the same rates, for which he shall have been contributing at the time such transfer is made; provided, that such application is made within thirty days from the time of such transfer to the service of the Company, the Relief Fund of which he desires to become a member.

"SECOND, That the parties of the second part will amend Regulation No. 17 of the Regulations of the Voluntary Relief Department of the Pennsylvania Lines West of Pittsburgh by inserting after the second paragraph the following words:

"Any employee, who shall have been transferred from the service of any of the Companies associated in the joint administration of The Pennsylvania Railroad Voluntary Relief Department and shall at the time of such transfer be a member of the Relief Fund of any of the Companies associated in the joint administration of The Pennsylvania Railroad Voluntary Relief Department, may, regardless of age or physical condition, and upon making the necessary application, become a member of the Relief Fund of the Company to the service of which he may be transferred, in the class and for the additional death benefits, at the same rates, for which he shall have been contributing at the time such transfer is made; provided, that such application is made within thirty days from the time of such transfer to the service of the Company, the Relief Fund of which he desires to become a member.

"THIRD, That none of the parties hereto shall, during the continuance of this agreement, make any change in that portion of their respective regulations hereinbefore agreed to be amended, save only subject to the approval and adoption thereof by each of the other parties hereto.

"In Witness Whereof, The said parties have caused their respective corporate seals to be hereunto affixed, duly attested, the day and year hereinbefore written."

[Here follow signatures.]

The "Philadelphia, Baltimore & Washington Railroad Company," successor by consolidation and agreement of the "Philadelphia, Wilmington & Baltimore Railroad Company," effective November 1, 1902, has become substituted for the latter Company.

PENNSYLVANIA RAILROAD COMPANY.

RELIEF DEPARTMENT.

REGULATIONS.

GENERAL.

1. The "Relief Department" is a Department of the Company's service in the executive charge of a Superintendent, whose directions in carrying out its regulations are to be complied with, subject to the control of the General Manager.

2. In these regulations, unless otherwise indicated, the titles "Company," "Board of Directors," and "General Manager," will be understood as meaning the Pennsylvania Railroad Company and the Board of Directors and General Manager of that Company.

3. The object of this Department is the establishment and management of a Fund to be known as "The Relief Fund," for the payment of definite amounts to employes contributing to the Fund, who under the regulations shall be entitled thereto, when they are disabled by accident or sickness, and in the event of their death, to the relatives or other beneficiaries specified in the applications of such employes.

4. The Relief Fund, from which the proposed benefits are to be paid, will be formed by voluntary contributions from employes; appropri-

tions, when necessary to make up any deficit, by the Company; and income or profit derived from investments of the moneys of the Fund and such gifts or legacies as may be made to the Company for the use of the Fund.

5. The Company will take general charge of the Department; guarantee the fulfillment of the obligations assumed by it in conformity with the regulations from time to time established; take charge of the funds, and be responsible for their safe-keeping; supply the necessary facilities for conducting the business of the Department, and pay all the operating expenses thereof.

6. There shall be an Advisory Committee constituted as follows:—

The General Manager shall be *ex-officio* a member and Chairman, and the Superintendent Secretary, of the Committee.

The other members of the Committee shall be members of the Relief Fund, and shall be severally chosen in the month of November preceding the respective dates hereinafter stated, to serve respectively for periods of three years as hereinafter specified, and until their successors are chosen, as follows:—

- By the contributing employes of the Eastern Pennsylvania Division, from among themselves, one member to serve from January 1, 1917;
- By the contributing employes of the Western Pennsylvania Division, from among themselves, one member to serve from January 1, 1917;
- By the contributing employes of the New Jersey Division, from among themselves, one member to serve from January 1, 1916;

By the contributing employes of the Central Division, from among themselves, two members; one employed in either the Department of the General Agent Baltimore, or on one of the following Divisions: Baltimore or Elmira, to represent the members employed in such Department and on such Divisions; and the other employed in either the Department of the General Superintendent, Principal Assistant Engineer, or Superintendent Motive Power, or on one of the following Divisions: Sunbury, Williamsport, or Renovo, to represent the members employed in such Departments and on such Divisions; both to serve from January 1, 1915;

By the contributing employes of the Northern Division, from among themselves, one member to serve from January 1, 1915;

And by the Board of Directors of the Pennsylvania Railroad Company, six members to serve, three from January 1, 1915, one from January 1, 1916, and two from January 1, 1917.

The successors of the members chosen as before mentioned shall be chosen in the month of November preceding the expiration of the terms of service, to serve for periods of three years respectively.

The members selected by the contributing employes shall be chosen by ballot, the vote being taken and certified under oath by tellers selected by the Advisory Committee. Each member of the Relief Fund shall be entitled to cast one vote. A plurality of the total vote cast on each electoral division shall elect.

To fill vacancies occurring on the Advisory Committee, the members to represent the contributing employes shall be designated by the General Manager, and the members to represent the Company shall be chosen by the Board of Directors, such members to serve until their successors are duly chosen as above.

If a member of the Committee shall cease to be employed by the Company or upon the road or division for which he has been chosen, or shall for any reason cease to be a member of the Relief Fund, he shall cease to be a member of the Committee.

Should any other corporation or corporations associated in interest with this Company, adopt or have adopted, regulations establishing Relief Departments similar to the one hereby established, this Company shall have power to associate itself with such corporation or corporations in the administration of the Relief Departments hereby and thereby established, when so authorized by the respective Boards of Directors of this and said corporation or corporations; and in such event there shall be but a single publication of the regulations so adopted, for all the Companies so associated, which shall be for and in the name of the Pennsylvania Railroad Company, and in applying the said regulations to any other Company and its employes, it shall be understood that such Company, its Board of Directors, officers and employes, and the members of its Relief Fund, are referred to instead of the Pennsylvania Railroad Company, its directors, officers and employes, and the members of its Relief Fund, as printed, excepting as to the number of members to be chosen for the Advisory Committee, which shall be for each Company as shall be provided in the agreement relating thereto.

Such association shall be evidenced by agreement or agreements duly executed, authorizing, among other things, the constitution of a Joint Advisory Committee, to be chosen, as and in the manner therein prescribed, by the several parties thereto, and their employes, either by separate action in behalf of each of said parties, or by the united action of two or more of them as to any member or members of said Committee; the original committee to be constituted and vacancies occurring thereafter to be filled, in such manner as shall be prescribed.

In the event of any association as aforesaid, the functions and powers herein given to and vested in the Advisory Committee created as hereinbefore provided, shall, during the continuance of said agreement or agreements, be transferred to and vested in the Advisory Committee constituted as prescribed in said agreement or agreements, chosen as therein directed, and so much of the Organization and Regulations of the Relief Department herein provided for, as relates to the constitution of an Advisory Committee consisting solely of officers and employes of this Company, shall be suspended, with the understanding, however, that upon the determination of such agreement or agreements, the Advisory Committee herein provided for, constituted as herein prescribed, shall reassume the functions and duties herein committed to it.

7. The Advisory Committee shall have general supervision of the operations of the Department,

and see that they are conducted in accordance with the Regulations.

The Committee shall make by-laws for its government, not inconsistent with these Regulations, and arrange for the methods of choosing its members by contributing employees.

The Committee shall hold stated meetings once in three months, at such time and place as they shall determine, and shall meet at other times at the call of the General Manager as Chairman.

It shall be the duty of the Chairman to call special meetings of the Committee upon the written request of three of its members.

8. The Superintendent shall have general charge of all the business pertaining to the Department and prescribe the forms and blanks to be used and the reports to be made to the Department.

He shall certify to the correctness of all bills, and check-rolls for employees, of the Department, and send them to the General Manager for approval.

He shall employ, with the approval of the General Manager, such persons as may be necessary for the proper conduct of the business of the Department.

He shall furnish to the Advisory Committee such reports as they may require.

He shall be aided by an Assistant Superintendent who shall, in the absence of, or when specially directed by, the Superintendent, act for

him, and the fact of such action in any case shall be *prima facie* evidence of his authorization so to act.

9. Medical Examiners shall be employed, who, under the direction of the Superintendent of the Relief Department, shall be stationed as may be from time to time arranged. One shall be Chief Medical Examiner and act as the adviser of the Superintendent with respect to medical matters, and perform such duties as may be assigned him.

Medical Examiners shall make the required physical examinations and prepare applications; ascertain and report upon the condition of members reported sick or injured, and decide as to the character of their disablements and their fitness for duty; prepare claims for benefits; and perform such other duties as may be required of them by the Superintendent of the Relief Department. The Medical Examiners shall not personally give surgical or medical attendance excepting in emergencies, and shall not accept fees for such attendance.

10. The moneys received for the Relief Fund shall be held by the Company in trust for the Relief Department. The Advisory Committee shall direct the investment, and any changes therein, of money which is not required to be kept on hand for current use.

The Company being the Trustee and Guarantor of the Fund, the investments shall be in such

securities as shall have been approved by the Board of Directors, and shall be in the name of the Company, "in trust for the Relief Department."

On January 1st, 1904, all moneys to the credit of the first five triennial periods, known as the Relief Fund Liability Account, shall be transferred to a fund known as the Superannuation Fund, and liabilities incurred in those periods in addition to those of the sixth triennial period shall be paid out of the balance to the credit of the sixth triennial period; and it is also provided that at the end of each successive period of three years, all moneys to the credit of the Relief Fund Liability Account shall be placed in the Superannuation Fund as above, and all liabilities incurred shall be paid out of the balance to the credit of the next period, provided that if the amount contributed by the members of the Fund and received from other sources, during any one of the triennial periods prior to January 1st, 1904, or any one of the successive periods of three years thereafter, should not be sufficient to meet the liabilities incurred for such period, the Company will pay the deficiency. The interest on the Relief Fund, the Relief Fund Liability Account and the Relief Fund Surplus shall also be placed in the Superannuation Fund.

Should the Superannuation Fund be insufficient to meet the payment of the allowances authorized by the Regulations, the Company will pay the

deficiency up to but not beyond January 1st, 1907. If there should be a balance to the credit of this fund on January 1st, 1907, or at the end of any three-year period thereafter, such balance shall be transferred to the Relief Fund Surplus.

11. The fiscal year of the Relief Department shall begin with the first day of January of each year.

12. The condition of the Relief Fund at the close of each fiscal year shall be audited and reported on by a competent person or persons, selected for that purpose by those members of the Advisory Committee who are chosen to represent the members of the Relief Fund.

13. Amendments to the Regulations of the Relief Department may be proposed by the Advisory Committee, but such shall not be operative unless presented at a stated meeting of the Committee, and considered and adopted at a subsequent stated or special meeting by a majority of the whole Committee and approved by the Board of Directors. Amendments so approved shall be duly announced by the Chairman of the Advisory Committee, and shall be binding upon the Company and the members of the Relief Fund from the dates fixed in the resolutions approving the same.

MEMBERSHIP.

14. Those who, under the Regulations, become contributors to the Relief Fund with the right of participating in its benefits, must be employes of

the Company, and shall be known as "Members of the Relief Fund."

15. In referring to the employes of the Company, the expressions "service" and "in the service," will refer to employment upon or in connection with, any of the railroads or works the employes of which shall be admitted to membership in this Relief Fund, or in either of those associated in administration therewith, and the service of any employe shall be considered as "continuous" from the date from which he has been continuously employed, without interruption, upon or in connection with, either of such railroads or works, or two or more of them successively.

16. There shall be five classes in which employes may become members, to be determined by their regular monthly pay or usual earnings in a month, as follows:—

1st Class—Those at any rate of pay.

2d Class—Those receiving thirty-five dollars or more.

3d Class—Those receiving fifty-five dollars or more.

4th Class—Those receiving seventy-five dollars or more.

5th Class—Those receiving ninety-five dollars or more.

Unless the usual amount of earnings in a month can be otherwise ascertained it will be determined by multiplying the usual earnings per day by twenty-six.

For persons in the service of two or more of the Companies associated in the administration of their Relief Departments, the class shall be determined by the total pay received from all

such Companies, and the membership shall be in the Fund of the Company from which the largest amount is received.

In cases of doubt as to the proper classification, the Superintendent of the Relief Department shall decide.

17. No employe will be required to become a member of the Relief Fund.

Any employe not over forty-five years of age may, upon passing a satisfactory physical examination, become a member in the class which his pay entitles him to enter or any lower class.

Any employe, who shall have been transferred from the service of any of the Companies associated in the joint administration of the Voluntary Relief Department of the Pennsylvania Lines West of Pittsburgh and shall at the time of such transfer be a member of the Relief Fund of any of the Companies associated in the joint administration of the Voluntary Relief Department of the Pennsylvania Lines West of Pittsburgh, may, regardless of age or physical condition, and upon making the necessary application, become a member of the Relief Fund of the Company to the service of which he may be transferred, in the class and for the additional death benefits, at the same rates, for which he shall have been contributing at the time such transfer is made; provided, that such application is made within thirty days from the time of such transfer to the service of the Company, the Relief Fund of which he desires to become a member.

Any member may, upon passing a satisfactory physical examination, change to a class higher than that in which he is contributing, if not higher than that determined by his pay, or, without such examination, to any lower class.

Any member not over forty-five years of age, who shall have been continuously in the service for five years, and a member of the Relief Fund for one year, both immediately prior to his supplementary application, may enter any class higher than that determined by his pay upon passing a satisfactory physical examination.

Statements made to Medical Examiners by applicants respecting their physical condition, in connection with applications for membership, higher class or additional death benefit, and attached thereto, shall form a part of the same.

For an applicant not a minor the age shall be taken as that at nearest birthday.

18. Any employe at the time of entering any class as a member of the Relief Fund, or thereafter may, upon passing a satisfactory physical examination, take one or more additional death benefits of the first class to such extent that the whole amount of additional death benefit for which he shall at any time contribute shall not exceed the amount of the death benefit of the class in which he shall at the time be a member. Under this a member in the first class may take one additional death benefit of the first class; in the second class, two or less; in the third class,

three or less ; in the fourth class, four or less ; and in the fifth class, five or less. If a member shall at any time enter a lower class he shall not be entitled to retain additional death benefit of an amount greater than the death benefit of such lower class.

A member may, on application, relinquish any of the additional death benefits for which he is contributing.

Physical examination shall not be required on application for reduction of additional death benefit, nor for additional death benefit in connection with reduction in class if the whole death benefit is not thereby increased.

19. Any member may withdraw from the Relief Fund at the end of any month on giving notice on or before the twenty-fifth day of such month on the prescribed form, which can be obtained from the person under whom he is directly employed. The obligations and rights in connection with the Fund, of members giving such notice, shall cease at the close of the month in which the notice is given, and no contribution shall be made by any such withdrawing member for the succeeding month.

20. In indicating the relations to the Company's service of employes relieved of employment and pay therein, the following terms shall be used :—

“Left Service” for those who have resigned, or have been relieved or discharged ;

“Furloughed” for those temporarily relieved without fault on their part;

“Suspended” for those temporarily relieved as a penalty for offences;

“Retired” for those retired from active service, with Superannuation allowance.

21. Membership may be retained during absence from duty by reason of furlough or suspension, for a period not longer than nine months, under the following conditions:—

Membership shall cease unless the member shall return to duty at or before the expiration of such period or upon recovery from disability then existing.

After the usual contribution immediately prior to such absence, further contribution for time during such absence shall be optional with the member. If he shall have omitted to contribute at any time during such absence, any subsequent contribution shall commence with the date of payment or such later date as the member shall designate, but not later than the first day of the following month, and shall be paid to the end of the month to which it applies, but contribution during such absence shall not be accepted for any time beyond the period of nine months aforesaid.

Contribution for any portion of the period of such absence shall not be received from a member at the time disabled, or if received shall be returned.

There shall be no title to benefits on account of disability commencing during such absence, in

time not contributed for in advance, nor for death during such time or in connection with such disability. Such disability, or any disability terminating before the expiration of the aforesaid period of nine months, shall not operate to extend the period during which membership may be retained during absence as herein provided.

Return to duty shall be held to be at the expiration of the above-named period if it shall be on the first day after such period, or on the day following if the member cannot return to duty on such first day on account of its being a Sunday or a legal holiday.

APPLICATIONS.

22. Participation in the benefits of the Relief Fund must be based upon an application by the proposed member, in the form prescribed in Regulation No. 23, approved by the Superintendent of the Relief Department, and upon a certificate of membership issued by him to the applicant.

23. Applications for membership shall be in the following form:—

PENNSYLVANIA RAILROAD COMPANY.

RELIEF DEPARTMENT.

APPLICATION FOR MEMBERSHIP IN THE RELIEF FUND.

To the Superintendent of the Relief Department:

I, _____ of _____, in the county of _____ and State of _____, employed in the service of the Pennsylvania Railroad Company, as _____ upon the _____ Department, do hereby, by reason of such employment, apply for membership in the Relief Fund, and consent and agree to be bound by the Regulations of the Relief Department of the said Company, as contained in the book of said Regulations, approved by the Board of Directors, which I have read or have had read to me, and by any other Regulations of the said Department hereafter adopted, and by the provisions of any agreement or agreements made by the said Company with any other corporation or corporations associating in administration of their respective Relief Departments, in accordance with said book of Regulations.

I also agree, That the said Company, by its proper agents, and in

the manner provided in said Regulations, shall apply as a voluntary contribution from any wages earned by me under said employment, or from benefits that may hereafter become payable to me, at the rate of _____ per month, for the purpose of securing the benefits provided for in the Regulations for a member of the Relief Fund of the _____ class, and additional death benefit, equal to _____ the death benefit of the first class. Unless I shall otherwise designate in writing, with the approval of the Superintendent of the Relief Department, death benefit shall be payable to _____

[Here designate the beneficiary or beneficiaries.]

And if any person now or hereafter designated by me to receive the death benefit shall not be living or shall be incapacitated for executing the requisite receipt and release, or if there shall be no such person, the death benefit shall be payable as provided in the Regulations of the Relief Department for such event.

I also agree, That this application, when approved by the Superintendent of the Relief Department, shall make me a member of the Relief Fund on and from the date upon which by the provisions of the Regulations and the terms of this application, it takes effect, and shall constitute a contract between myself and the said Company, and that the terms of this application and the Regulations of said Department shall, during my membership, be a part of the conditions of my employment by the Company, and that the same shall not be avoided by any change in the character of my service, or locality where rendered, while in such employment, nor by any change in the amounts applicable from my wages to the Relief Fund, which I may hereafter consent to, and that the agreement that the above-named amounts shall be appropriated from my wages shall apply also to any other amounts arising from changes made as aforesaid and shall constitute an appropriation and assignment in advance, to the said Company in trust, for the purposes of the Relief Fund, of such portions of my wages, which assignment shall have precedence over any other assignment by me of my wages, or of any claim upon them on account of liabilities incurred by me.

I also agree, for myself, and those claiming through me, to be especially bound by Regulation numbered 64, providing for final and conclusive settlement of all disputes, by reference to the Superintendent of the Relief Department and an appeal from his decision to the Advisory Committee.

I certify, That I am correct and temperate in my habits; that so far as I am aware I have no injury or disease, constitutional or otherwise, which will tend to shorten my life, and am now in good health and able to earn a livelihood.

I also agree, That any untrue or fraudulent statement made by me to the Medical Examiner, or any concealment of facts in this application, or resignation from the service of the said Company or my being relieved from employment and pay therein at the pleasure of the Company or its proper officers, shall forfeit my membership in the aforesaid Relief Fund and all benefits, rights or equities arising therefrom, excepting that my leaving the service shall not (in the absence of any of the other foregoing causes of forfeiture) deprive me of any benefits to the payment of which I shall have previously become entitled by reason of accident or sickness occurring while in the service.

This application to take effect the _____ day of _____, A. D., if I shall be on duty on that date; otherwise upon the date of my going on duty thereafter.

In Witness Whereof, I have signed these presents at _____ in the county of _____, State of _____, this _____ day of _____, A. D.

Witness: (Signature.)

The foregoing application is approved at the office of the Superintendent of the Relief Department at _____ in the county of _____, State of _____, this _____ day of _____, A. D. (Signature.)

Superintendent of the Relief Department.

The last application which shall have been made by any one in the foregoing form, or in the corresponding form prior to any modifications since adopted, shall be known as his principal application.

The following form of supplementary application shall be used for members applying to enter higher or lower classes, or for additional death benefit or reduction therein.

PENNSYLVANIA RAILROAD COMPANY.

RELIEF DEPARTMENT.

SUPPLEMENTARY APPLICATION.

To the Superintendent of the Relief Department:

I, _____ of _____, in the
county of _____, State of _____,
an employe in the service of the Pennsylvania Railroad Company and a
member of the Relief Fund thereof, by virtue of my former principal
application under and subject to the conditions recited in said principal
application and upon the terms thereof, unless, and only so far as
herein modified, do hereby make this supplementary application for the
following, namely:—

[Here specify character of benefits applied for.]

This application to take effect the _____ day of _____, A. D.
if I shall be on duty on that date; otherwise upon the date of my
going on duty thereafter.

In Witness Whereof, I have signed these presents at
in the county of _____, State of _____, this _____ day
of _____, A. D. _____.

Witness: (Signature.)

The foregoing supplementary application is approved at the office of
the Superintendent of the Relief Department at _____ in the
county of _____, State of _____, this _____ day of _____, A. D. _____.

(Signature.)

Superintendent of the Relief Department.

24. When a member of the Relief Fund of either of the Companies which may be for the time being associated in the joint administration of their Relief Departments, shall be permanently transferred to the service of any other of those Companies, his membership shall by virtue thereof be transferred to the Relief Fund of such other

Company, and his application and agreement as a member of the Relief Fund of the Company from whose service he is transferred shall thereupon become binding between such member and the Company to whose service he is transferred.

25. Immediately upon any one engaged in, or about to enter, the service of the Company, and not over forty-five years of age, signifying a desire to become a member of the Relief Fund, or upon a member signifying a desire to take additional death benefit or to change his class or death benefit, notice of the same shall be sent from the proper employing officer in the manner required, to the Superintendent of the Relief Department, and to the proper Medical Examiner. The latter will as soon thereafter as possible make the necessary inquiries of the applicant, and physical examination, when such is required, complete the application, and forward it to the Superintendent of the Relief Department, who will advise the proper employing officer, and through him the applicant, of the approval or non-approval of the application.

Medical Examiners shall not make known to applicants or others the results of physical examinations, excepting as may be authorized.

26. Applications shall take effect on the dates specified therein, excepting as to persons not on duty in the service of the Company, in which cases they shall take effect at any subsequent dates upon which the applicants go on duty and

are not at the time suffering from injury or disease.

If the specified date is a Sunday or a legal holiday, on which the applicant is not on duty, the application shall nevertheless take effect on that date if by being on duty on the working days immediately before and after such date he shall be shown not to be disabled.

27. The date specified for an application to take effect shall be the date on which the request is made, unless the applicant, with such request, shall specify in writing a later date, which shall not be later than the first day of the next month.

28. An applicant may, in his principal application or subsequently in the prescribed form, designate a beneficiary or beneficiaries, who shall, upon the approval of the designation by the Superintendent of the Relief Department, be entitled to receive his death benefit; provided that good and sufficient reasons must be given for such designation of other than relatives or legal representatives.

29. Payment of benefit on account of death of a member shall be made in the following order:—

First. To the beneficiary or beneficiaries designated in the member's principal application, or subsequently in the prescribed form, whose designation shall have been approved by the Superintendent of the Relief Department, and, where there are more than one such beneficiary, in equal shares, unless otherwise specified.

Second. If there be no such designated beneficiary living at the member's death, then the

whole benefit; or, if there be several designated beneficiaries, and one or more thereof shall be then dead and one or more be then living, then the share or shares of such whole benefit as the deceased beneficiary or beneficiaries would have been entitled to receive, if any, shall be paid to the wife (or husband) of the member.

Third. If there be no wife (or husband) of such member living at the member's death, then the whole benefit, or share or shares thereof, which such wife (or husband), if living, would have been entitled to receive, shall be paid to the child or children of the member, and the issue of any deceased child, in equal shares and proportions, the issue of such deceased child, however, to take only among them the share such deceased child would have taken if living; and said share shall be divided, distributed and paid to and among such issue, so as that they shall receive the same in the like shares and proportions as they would have been entitled to as heirs-at-law of such deceased child, according to the statute of distribution of the State wherein the deceased member was domiciled at the time of death, had such deceased child died seized and possessed of the same intestate.

Fourth. If there be no children of the member or the issue of such living, then the whole of such benefit, or the share which such children and issue would have taken had there been such, shall be paid to the father and mother of the member, jointly, or to the survivor of them.

Fifth. If there be no such person in existence as hereinbefore enumerated, the next of kin of the member shall be entitled to such benefit, in accordance with the statute of distribution of personal estates of the State wherein said member was domiciled at the time of death, and payment thereof shall be made to the executor or administrator of the deceased member, in trust, nevertheless, solely for the benefit of, and distribution among, such next of kin accordingly.

Sixth. If there be no kindred of the member living at such member's death, the benefit shall lapse, and the amount thereof shall remain as part of the Relief Fund; but so much thereof as may be requisite for the necessary funeral expenses and proper expenses incident to the disability and death of the member shall, in such case, be paid from the Relief Fund. But in any case in which notice in writing of the existence of such kindred shall not be served on the Superintendent of the Relief Department within twelve months after such member's death, it shall be treated as conclusive that there are no such kindred in existence, and thereupon the said benefit shall be treated as absolutely lapsed and extinguished, and dealt with accordingly.

The designation of a person to receive the death benefit in trust for a minor child shall be presumed to last only during minority, unless otherwise provided in the designation.

30. Unless otherwise directed by the Superintendent of the Relief Department, an application

of a married woman must be signed also by her husband, and that of a minor by the father or other legal guardian.

CONTRIBUTIONS.

31. The word "contribution," wherever used herein, shall be held to mean such portion of wages or benefits, or cash payments in lieu thereof, as a member shall have agreed in his application shall be applied for the purpose of securing to him the right to benefits from the Relief Fund, and the words "contributors," "contributing employès" and like words and phrases are descriptive of employes so contributing.

32. Contributions shall be made monthly in advance, at the following rates. For the first class, seventy-five cents per month; for the second class, twice as much (\$1.50); for the third class, three times as much (\$2.25); for the fourth class, four times as much (\$3.00); and for the fifth class, five times as much as for the first (\$3.75).

33. Contribution to be collected or refunded for part of a month shall be one-thirtieth part of the rate per month, for each day, adding to make even cents where fractions occur. For such contribution to be collected the time shall begin with the date upon which an application takes effect or contribution for other reason begins, and shall extend to the end of the month. Contribution to be refunded shall be for the time, after and including the last day of service, for which contribution has been made.

34. The rates per month of contributions for death benefit only, additional to the death benefit of a member's class, shall be determined by the age of the member at the time of taking the additional death benefit, as follows:—

For each additional death benefit of the first class, for a member not over forty-five years of age, thirty cents; over forty-five and not over sixty years of age, forty-five cents; and over sixty years of age, sixty cents. If a member having additional death benefit shall increase the amount when his age requires a higher rate than he before contributed, the higher rate shall apply only to the increase.

35. Contribution for a whole month shall be payable before the first day of such month. It will ordinarily be deducted from the member's wages on the pay-roll of the preceding month and placed to his account in the Relief Fund.

If a member on duty becomes entitled to benefits before opportunity to earn wages to pay his full contribution, the amount payable shall be deducted from benefits, unless otherwise paid. When, in other cases, wages earned are not enough to pay the full contribution which should be deducted therefrom, the deficiency must be paid in cash, unless wages from which it may be deducted are earned in time.

When, through error in computation, a contribution is not the correct amount for the period for which it is payable or to which it is intended to

apply, any deficiency shall be deducted from wages or benefits, or otherwise paid, and any excess shall apply to so many full days of time succeeding such period as it will cover.

Contribution shall not be received for past time during which a member would not have been entitled to benefits by reason of failure to contribute in advance, nor from a member suffering from disability commencing in such time, and any such contribution paid shall be returned.

Upon change of class or death benefit, contribution shall be at the old rate for time prior to date of change and at the new rate from such date inclusive.

36. When an application is to take effect upon the first day of a month, the contribution for that month shall be made on the roll of the preceding month, if practicable. Otherwise the contribution for a month or any unexpired part of a month in which an application takes effect, or for which a member should contribute who goes on duty after absence, shall be made on the roll of that month, together with the contribution for the next month.

37. A member who earns no wages in a month, from which his contribution may be made for the next month, shall not be entitled to benefits on account of disablement or death occurring in the next month, unless he shall have earned wages in such month from which his contribution may be deducted, or shall have otherwise made the proper contribution in advance for the time in which the disablement or death occurs.

38. When a member is disabled or dies in the month in which his application takes effect, his contribution for that month will be deducted from the wages earned therein or from the benefits payable if the wages are not sufficient, and the amount of contribution shall be for the unexpired part of the month, commencing with the date upon which the application takes effect.

39. A member shall not make contribution for any time after the month in which the disability begins, when such disability is properly established, except when wages are paid for time during disability, in which case contribution shall be made for such time, and for intervening Sundays and legal holidays; and except also that while entitled to benefits for sickness at half rate, the member shall contribute for death benefit.

40. No contribution shall be deducted from the final payment of wages to a member leaving the service, excepting for contributions in arrears. When a member leaves the service who is not at the time suffering from disability which entitles him to benefits, there shall be returned to him so much of his last contribution as covers the part of the month succeeding and including the date on which he leaves the service, for which he must give a receipt.

Should a member, who is disabled and entitled to benefits when leaving the service, recover from the disability in the same month, he shall not be entitled to benefits for a subsequent disability or

death, and shall be entitled to the return of so much of his contribution as covers time subsequent to such recovery.

41. No part of the contribution of a member for a month in which he dies shall be refunded.

BENEFITS.

42. Members shall be entitled, upon the conditions prescribed in the Regulations, and commencing with membership, to the following benefits:—

ACCIDENT.—Payments while disabled by accident in the Company's service, for each day during a period not longer than fifty-two weeks, at the rate of fifty cents per day for a member of the first class, and of greater amounts for members of the other classes, in proportion to their contributions; and at half these rates after fifty-two weeks and during the continuance of the disability.

SICKNESS.—Payments while disabled by sickness or by injury other than accident in the Company's service, for each day after the first three days of such disability, and for a period not longer than fifty-two weeks, at the rate of forty cents per day for a member of the first class, and of greater amounts for the other classes, in proportion to their contributions for such classes, and after fifty-two weeks at half the foregoing rates.

DEATH.—A payment, on the death of a member from accident, or other cause, occurring during time for which he shall have contributed, or

while receiving disablement benefits, or during a month in which he shall have recovered from disability, of two hundred and fifty dollars for a member of the first class, and of greater amounts for the other classes, in proportion to their contributions.

SURGICAL ATTENDANCE.—Provision for necessary surgical attendance during disability from accident occurring to members while in the discharge of duty as employes of the Company.

PERIODS OF DISABLEMENT.—In ascertaining the periods for which disablement benefits may be paid, successive periods of disability from accident in the service shall be counted together if arising from the same accident, and separately if from different accidents. Successive disabilities from sickness shall be counted together as one period in computing the fifty-two weeks to which a member shall be entitled at full rate, with the three days deduction from the first only, if in the opinion of the Medical Examiner the disabled member is not entirely recovered from the previous attack of the same disease; otherwise the usual deduction of three days will be made and each regarded as a separate disability. In determining the connection between periods of disability from sickness any part of the interval between them during which disability from accident exists, shall be excluded.

If a member, after receiving for fifty-two weeks the payments herein provided for disability from sickness, whether continuously or

in several periods, shall be declared by the Medical Examiner able to return to duty, he shall resume full contribution, and shall be entitled to payments for disability from accident occurring thereafter in the Company's service, and to payments for disability from sickness occurring after he shall have been continuously engaged in the performance of duty with full contribution for a period of thirteen weeks, or if again disabled by sickness within thirteen weeks, after receiving benefits for fifty-two weeks as aforesaid, he shall be entitled to payments for sickness benefits at half the rate provided for his class. Such member, and all members while receiving sickness benefits at half the rate of their class, shall retain title to death benefit and shall contribute therefor as follows: for each death benefit of the first class to which the member's class entitles him at the rate for additional death benefit applicable to the age at which he entered the class in which he last contributed, and for his additional death benefit at the rate he last contributed for the same, and the conditions in such case as to contribution and title to death benefit as thereby affected, shall be the same as those applicable in case of furlough.

SUPERANNUATION.—A member who, under regulations adopted by the Company, shall be retired from active service with the Company, by reason of age or physical condition, shall be entitled to Superannuation allowance, provided,

however, that he shall not be entitled to receive such allowance for any period for which he may receive wages from the Company, and provided, further, that he shall have relinquished title to disablement benefits, and that acceptance of any Superannuation allowance shall constitute a relinquishment of right or title to such benefits.

The Superannuation allowance of a member shall be determined by multiplying the number of each class in which he shall have been a member by the number of full calendar months in each class respectively. The sum of the results thus obtained shall be the rate in cents of monthly allowance, provided that, should the fund devoted by these Regulations to the payment of Superannuation allowances—together with any voluntary contributions especially made to said purpose—be inadequate, during any annual or semi-annual period, to meet the demands for such allowances as hereinbefore prescribed, then a *pro rata* reduction shall be made in such allowances for each such period.

A member receiving such allowance may retain title to death benefits by contributing therefor at the rates prescribed for title to death benefits retained after fifty-two weeks benefits for sickness.

43. The following table exhibits the rates of monthly pay admitting to the several classes and the rates of contributions and benefits:—

	1st Class.	2d Class.	3d Class.	4th Class.	5th Class.
Monthly pay.....	Any Rate.	\$35 or more.	\$55 or more.	\$75 or more.	\$95 or more.
Contribution per month:—					
Class.....	\$0 75	\$1 50	\$2 25	\$3 00	\$3 75
<i>Additional Death Benefit,</i> <i>equal to Death Benefits</i> <i>of class:—</i>					
Taken at not over 45 years of age.....	30	60	90	1 20	1 50
Taken at over 45 years and not over 60 years of age...	45	90	1 35	1 80	2 25
Taken at over 60 years of age.....	60	1 20	1 80	2 40	3 00
Disablement Benefits per day, including Sundays and holidays:—					
<i>Accident.</i>					
First fifty-two weeks....	50	1 00	1 50	2 00	2 50
After fifty-two weeks....	25	50	75	1 00	1 25
<i>Sickness.</i>					
After first three days, and not longer than fifty-two weeks.....	40	80	1 20	1 60	2 00
After fifty-two weeks....	20	40	60	80	1 00
Death Benefits:—					
For class.....	250 00	500 00	750 00	1000 00	1250 00
Additional that may be taken.....	250 00	500 00	750 00	1000 00	1250 00

44. Benefits and other claims upon the Relief Fund shall be paid out in conformity with the financial methods of the Company, and on orders of or bills prepared by the Superintendent of the Relief Department, or such other persons as may be designated by the General Manager.

45. Payments of benefits on account of disablement by accident shall only be made upon the disablement being shown to have resulted solely from accidents occurring to members during and in direct and proper connection with the performance of duty in the service of the Company, to which they are assigned, or which they are directed to perform, by proper authority, or in voluntarily protecting the Company's property or interests, or from accidents occurring to members at points upon the Company's property which they are

under the necessity of passing when going to or from work, and when so passing and which result from causes of a nature peculiar to such points and wherein the persons injured do not voluntarily or unnecessarily expose themselves to danger, and there must be a clear and well-established history of the cause and circumstances of injury accidentally inflicted and sufficient to produce the alleged injury, with exterior or other positive evidence of such injury, and satisfactory evidence that it renders the person unable to perform his duty in the service.

If the injury is of a permanent character benefits will cease when the member shall be declared by the Medical Examiner as able to earn a livelihood in an employment suited to his capacity.

Disablement from accident occurring otherwise than as aforesaid, including such as may arise at any time from acts or things having no proper relation to the performance of duty, or from individual physical condition or tendency, shall be classed as sickness, and if of a permanent character benefits will cease when the member shall be declared by the Medical Examiner as able to earn a livelihood in an employment suited to his capacity.

46. If a member, who has recovered from disability from accident in the Company's service, shall continue disabled from sickness, the time for which benefits are payable shall not be affected by the preceding period of disability from accident.

Benefits shall not be payable for both accident and sickness for the same time.

47. If a member of the Relief Fund shall die during disablement from accident or sickness, the death benefit which may be payable shall not be subject to deduction of previous payments of disablement benefits.

48. A member on duty in the service and earning wages, or having wages payable, from which his contribution may be deducted, shall be entitled to benefits in the event of disablement or death during the time intervening between the close of a month and payment of his wages earned therein, and also from the date his application takes effect, and from any date upon which, after absence, he returns to duty in a month for which he has not contributed, notwithstanding the fact that his contribution shall not be actually made until the payment of wages from which it is to be deducted. If by reason of disablement or death, or otherwise, he shall be prevented from earning wages enough to pay his contribution, the deficiency shall be otherwise paid. Failure, through error, to deduct a contribution or any part thereof from wages on the roll, shall not debar a member or his beneficiary from the receipt of benefits that would otherwise be payable, but such contribution shall be subsequently deducted on the roll or otherwise paid.

49. An applicant for membership or higher class or additional death benefit, who shall be entitled to the same on condition of passing a satisfactory physical examination, shall make full contribution from the date the application is to

take effect, and shall, prior to such examination, possess the rights and be subject to the obligations of membership under the application, as respects accident in the service of the Company occurring after the application is to take effect. If there are no circumstances preventing the approval of the application he shall from the time of passing a satisfactory physical examination be entitled to membership under the application as respects all the benefits applied for.

The time of passing a physical examination shall be the date of the examination by the Medical Examiner.

When an application is not approved, or the applicant shall have refused to be examined, contribution made on account of the application shall be returned, excepting so much as shall be for time prior to and including the date of recovery from disability from accident in the service, for which benefits shall have become payable or for a month in which death shall occur from such accident.

50. Benefits will not be payable for death or disablement occurring to a member in a foreign country or other place so distant or difficult of access that the Medical Examiner cannot be expected to visit him, unless such death or disablement is promptly reported and satisfactory evidence thereof is furnished, authenticated by consuls or other public officials, or otherwise as may be required.

A member who proposes, while disabled, to go away from his usual place of residence, must first arrange with the Medical Examiner with respect to the proposed absence and the character and

frequency of the evidence of continued disability to be furnished, and must keep him advised of his address, and report as may be required to him or to any other Medical Examiner to whom he may be transferred.

51. Members shall not be entitled to receive disablement benefits for time for which wages are paid them by the Company. In computing benefits, the time of disability shall be taken as commencing upon the first day upon which, because of the disability, a full day's wages are not paid, and shall not include any subsequent day for which a half day's wages or more are paid.

52. Benefits shall not be payable for disability from sickness or injuries arising in consequence of intoxication or while intoxicated, or resulting from or prolonged by immoral practices, or the use of stimulants or narcotics, or occurring by reason of incapacity³ for self-protection arising from such use, or from voluntary self-injury, or while engaged in unlawful acts or in consequence thereof, or from venereal disease.

53. Benefits on account of continued disability will be paid monthly, and for short periods when the amounts are ascertained.

54. Claims for death benefits will be payable within thirty days after the required evidence is furnished of their validity.

A part of a death benefit may be paid before the final settlement, to meet funeral or other urgent expenses incident to the death and preceding disability of a member, to be deducted from the total amount upon final payment; provided that any such payment, without the written authority of the

persons to whom the death benefit is payable, shall not exceed one-half the death benefit nor in any case the sum of two hundred dollars. If any of the persons to whom the death benefit is payable are incompetent to give such authority, or cannot be found, or are in a foreign country, or for other reasons cannot be conveniently communicated with, or there are no such persons living, the Superintendent of the Relief Department may make such payments, as a part of the death benefit, as in his judgment may be reasonable, for the proper burial of the deceased member and the payment of expenses necessarily incident to his death and disability immediately preceding.

55. Benefits payable on account of disability shall be payable only to the disabled member, or to a parent, guardian or trustee entitled to receive and receipt for wages of such member or to act for him.

Such benefits payable to a member unable to execute a proper receipt may be paid to a relative or other proper person, selected by the Superintendent of the Relief Department, to use for the benefit of the member, and the receipt of such person shall be a sufficient discharge.

Disablement benefits remaining unpaid at the death of a member shall be payable to the person or persons entitled to receive the death benefit, and in like proportion.

56. In order that disabled members may have the full benefit of being promptly and frequently seen by the Medical Examiners, it shall be their duty, when their condition and location do not

prevent, to call on the Medical Examiners as soon as practicable after disablement occurs, and at such times thereafter as the Medical Examiners may deem necessary.

Disabled members shall not be entitled to benefits, if they shall decline to permit the Medical Examiners to ascertain their condition, or shall fail to give proper information respecting it, or shall prevent the necessary examination by absenting themselves from home without arranging with the Medical Examiners or giving satisfactory reasons for not doing so, and furnishing the necessary evidence, or shall fail to comply with notice to meet the Medical Examiners at their offices or elsewhere, when their condition and location permit of their doing so.

MISCELLANEOUS.

57. Orders issued by the Relief Department for the payment of disablement benefits will be payable by the Treasurer or the designated depositories of the Company, and Freight and Passenger Agents will cash such orders when properly signed and witnessed, when the funds of the Company in their hands will permit.

For contributions returned, receipts must be taken in the prescribed form and sent to the Superintendent of the Relief Department, who shall reimburse the officers paying them.

Death benefits will be paid by vouchers, which will be cashed by the Treasurer or designated depositories of the Company.

58. The Superintendent of the Relief Department and the Medical Examiners are to be in-

formed at once, in the manner provided, of accidents or sickness occurring to members.

59. Members who shall be absent from duty on account of sickness or injury must at once notify the persons who keep the record of their time, and they will not be entitled to benefits for time previous to such notice, unless the delay shall be shown to have been unavoidable and satisfactory evidence of disability is furnished.

60. Members must keep their foremen or time-keepers informed of their addresses and of any changes of the same.

61. The responsibility of the Relief Department to any member, and his membership, shall end when he ceases to be employed by the Company, voluntarily or otherwise, excepting as to rights and obligations on account of disability from accident or sickness occurring and reported while in the service and death directly due to such accident or sickness and occurring during the disability arising therefrom, and as to such return of contribution as the member may be entitled to, and as to Superannuation allowance and the conditions relating thereto.

62. When a member leaves the service, without Superannuation allowance he must surrender his Certificate of Membership to the person from whom he receives his final payment of wages.

The possession of a Certificate of Membership in the name of a person whose membership or service with the Company has ceased, shall not be evidence of title to benefits.

63. The office of the Superintendent of the

Relief Department, with the records thereof, shall be located at such point as shall from time to time be designated by the General Manager, either upon the lines of railroad owned or operated by the Company, or upon lines of railroad owned or operated by any Company with which it may become associated in the administration of the Relief Department.

64. All questions or controversies of whatsoever character arising in any manner, or between any parties or persons in connection with the Relief Department, or the operation thereof, whether as to the construction of language or meaning of the Regulations of the Relief Department, or as to any writing, decision, instruction or acts in connection therewith, shall be submitted to the determination of the Superintendent of the Relief Department, whose decision shall be final and conclusive thereof, subject to the right of appeal to the Advisory Committee within thirty days after notice to the parties interested, of the decision.

When an appeal is taken to the Advisory Committee it shall be heard by said Committee without further notice at their next stated meeting, or at such future meeting or time as they may designate, upon evidence and argument submitted in writing, and shall be determined by vote of the majority of a quorum, or of any other number not less than a quorum of the members present at such meeting, and the decision arrived at thereon by the Advisory Committee shall be final and conclusive upon all parties without exception or appeal.

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