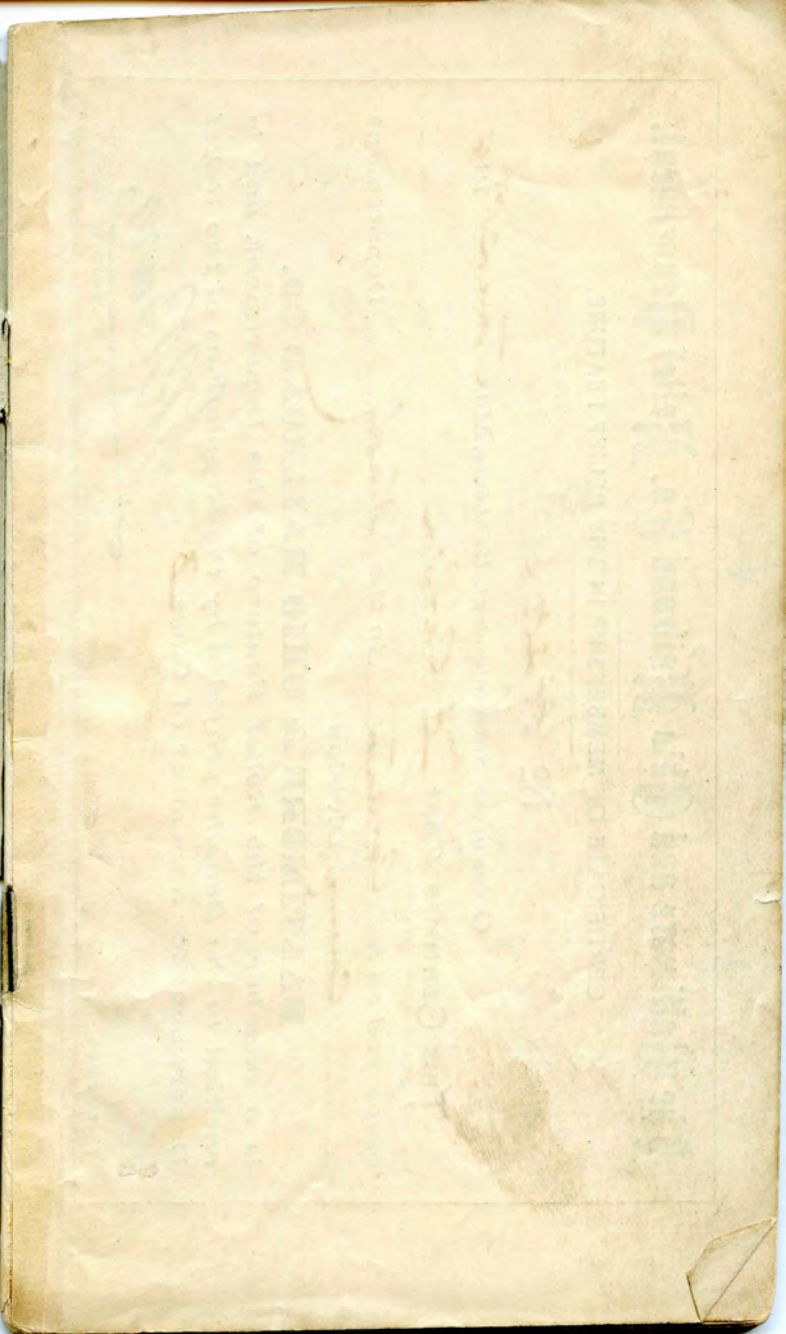


REGULATIONS
GOVERNING
THE
RELIEF DEPARTMENT
OF THE
BALTIMORE AND OHIO
RAILROAD COMPANY.

Established March 15, 1889.

BALTIMORE:
PRESS OF GUGGENHEIMER, WEIL & CO.
1890.



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The Baltimore and Ohio Railroad Co. Relief Department.

CERTIFICATE OF MEMBERSHIP IN THE RELIEF FEATURE.

No. *112208*

Office of the Superintendent, Baltimore, Md. *June 21st 1898*

THIS CERTIFIES That *A. Carlson*
employed as a *Car painter* in the *Machin* Department
Change Division

BALTIMORE & OHIO RAILROAD CO.

is a member of the Relief Feature of this Department, and is entitled to the Benefits provided by the Regulations of the Relief Department for a member of Class *B*

R. D. FORM 4.

A. P. Davis
Superintendent.

REGULATIONS

GOVERNING

THE

RELIEF DEPARTMENT

OF THE

Change
BALTIMORE AND OHIO

RAILROAD COMPANY.

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BALTIMORE & OHIO RAILROAD CO.
RELIEF DEPARTMENT.
REGULATIONS.

GENERAL.

1. A Department of the Company's service is hereby established, to be known as the "Relief Department."

Whenever the following words and titles occur in these Regulations they will, unless otherwise specified, have the meaning herein defined.

"Company" will mean the Baltimore & Ohio Railroad Company.

"Department" will mean Relief Department.

"Committee" will mean the Committee of the President and Directors of the Company "on the Relief Department."

"Superintendent" will mean the Superintendent of the Relief Department.

"Service" will mean employment by the Baltimore & Ohio Railroad Company, or other corporation whose employes may participate in the privileges of the Relief Department.

2. The Company assumes general charge of the Department; furnishes office-room and furniture; gives the services of its officers and employes and the use of its facilities; becomes the custodian of its funds with full responsibility therefor, and guarantees the true and faithful performance of the

obligations of the Department in conformity with the regulations hereby established.

3. The Relief Department will be divided into three (3) sections to be known as the Relief, Savings and Pension Features, the accounts of which shall be kept separate.

The Relief Feature will afford relief to its members entitled thereto, when they are disabled by injury or sickness, and to their families in the event of their death.

The Savings feature will afford opportunity to employés and their near relatives to deposit their savings and earn interest thereon, and enable employés only to borrow money at moderate rates of interest and on easy terms of repayment, for the purpose of acquiring or improving a homestead, or freeing it from debt.

The Pension feature will make provision for those employés who, by reason of age or infirmity, are relieved or retire from the service of the Company.

4. The Company will contribute to the Department the following amounts :

\$6,000 annually for the support of the Relief Feature, or when not needed for that Feature, for the support of the Pension Feature.

\$25,000 annually for the support of the Pension Feature.

\$2,500 annually for the physical examination of employés.

5. The Committee will have charge of the operations of the Department, and make any changes in

these Regulations which they may deem necessary. New regulations will be operative only when approved by the President and Directors of the Company, and will then be binding upon the Company and the members of this Department, who will be notified of the adoption of the same by publication thereof on the next monthly statement of benefits paid. The Committee will determine, on appeal from the Superintendent of the Relief Department, the rights of any member of the Relief Feature, depositor or borrower of the Savings Feature or Pensioner, in reference to any claim made by such person and not allowed by the Superintendent, and their decision shall be final and conclusive. They will directly, or through a subcommittee of two or more of their members, pass upon applications for loans from the Savings Feature. They will report annually to the President and Directors the condition of the Department, and will cause to be issued and posted in all shops and stations a monthly statement of benefits paid. They will also determine what disposition shall be made of the surplus funds of the Relief Feature at the close of each fiscal year; whether to decrease the next year's contributions; to increase the amount payable for natural death; to increase the efficiency of the Pension Feature, or otherwise promote the interest of those contributing thereto. They will direct all the investments for the several Features of the Department.

6. The President will, subject to the approval of the President and Directors, appoint a Superintendent, an Assistant Superintendent, an Actuary

and a Chief Clerk of the Relief Department, and will fix the compensation of each.

The Superintendent will be the executive officer in charge of the Department, and will report directly to the President, and act as Secretary of the Committee. He shall have power to employ his subordinates and prescribe their duties, and employ and direct all contract and local surgeons and Medical Examiners, and generally to conduct the business of the Department, subject to the approval and control of the President. All orders or instructions relating to the business of the Department will be issued by or through him.

The Superintendent will also, through the Medical Examiners, ascertain and report to the President the sanitary condition of shops, stations, yards and other portions of the Company's property and the surroundings of its employés, and likewise all facts affecting the comfort, safety and welfare of the employés and passengers.

The Superintendent will be assisted by an Assistant Superintendent, who shall perform all the duties of the Superintendent in his absence, and such others as may from time to time be assigned him by the Superintendent.

The Chief Clerk shall have special charge of the receipts and disbursements of the Department, and accounts connected therewith.

All checks or orders for the payment of moneys shall be signed by the Superintendent, or the Assistant Superintendent in the absence or incapacity of the Superintendent, and be countersigned by the Chief Clerk.

7. The fiscal year of the Department will begin with the first day of October of each year.

8. Other corporations associated in interest with this Company, or having harmonious relations therewith, may secure to themselves and their employés the advantages offered by this Department by agreement between the respective companies, but only so as to always protect the employés of this Company from any additional burdens by reason of the admission of the employés of such other company.

9. All moneys and securities of the Department, with the exception of the mortgages made to secure loans from the Savings Feature, shall be entrusted to the official custody of the Treasurer of the Company, to be held subject to proper requisitions. All such securities will be held in the name of the Company "in trust for the Relief Department."

Interest at the rate of four per cent. per annum will be paid on the monthly balances of cash deposited with the Treasurer for the several Features of this Department, including in such balances the amount of checks not presented for payment or unclaimed on the last day of the month.

10. The officers, agents and employés of the Company shall co-operate with the Department in promoting its objects, and, as a part of their duties, conform to these Regulations.

In indicating the relations to the service of employés relieved of employment and pay therein, the following terms shall be used:

"Resigned" for those voluntarily leaving the service

“Discharged” for those permanently relieved for cause.

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

“Suspended” for those temporarily relieved as a penalty for slight offences.

11. All claims of members of the Relief Feature, their beneficiaries or other representatives, or of depositors or borrowers of the Savings Feature, or of Pensioners, arising under these Regulations, and 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, 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 in writing to the Committee directly or through the Advisory Committee within thirty days after notice to the parties interested of the decision.

When an appeal is taken to the Committee, it shall be heard by them without further notice at their next stated meeting, or at such future meeting or time as they may designate, 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, and the decision arrived at thereon by the Committee shall be final and conclusive upon all parties, without exception or appeal.

12. There shall be two Advisory Committees,

one for the lines and divisions east of the Ohio River, and one for the lines and divisions west of the Ohio River.

Each Committee shall consist of seven members, including the Chairman. The General Manager east of the Ohio River shall be, *ex officio*, Chairman of one, and the General Manager west of the Ohio River shall be, *ex officio*, Chairman of the other. The other members of each Committee shall be elected annually by the members of the Relief Feature employed on the several lines or divisions east and west of the Ohio River respectively, from among themselves,—two by the vote of the members employed in the Machinery Department, two by the vote of those employed in the Transportation Department, and two by the vote of those employed in the Road Department.

The election shall be by ballot, each member being entitled to one vote for the representative or representatives of the Department in which he is employed. The ballots shall be returned to the General Manager, and by him forwarded to the Superintendent of the Relief Department, to be counted by tellers appointed by the Committee on the Relief Department. The Tellers shall ascertain and decide that the person casting each ballot is a member of the Relief Feature entitled to cast the same. The result ascertained by the Tellers shall be reported by the Superintendent to the General Managers, who shall notify the members elected.

The first election shall be held during the month of April, 1889, and the members then elected shall constitute the respective Committees from the date

of their election until the first day of October, 1889. On the first Monday of September in each year, beginning with the year 1889, the members of said respective Committee shall, in like manner, be elected for the year beginning the first day of October following. Each Committee shall have power to fill vacancies in its number arising from any cause, provided that the representation of the three Departments named shall always be equal, and shall select its Secretary out of its own number.

Any member of the Relief Feature or Pensioner who feels aggrieved by any decision or order of the Superintendent, or by the application to his case of any of the regulations of the Department, may within thirty (30) days make his complaint in writing to the Advisory Committee for the territory in which he is employed.

The Advisory Committee shall receive such complaint, examine into and pass upon the same; and if they deem the same to be well founded, shall report the matter fully in writing to the Committee on the Relief Department, with their recommendation in the premises. The Committee shall dispose of the matter so appealed to them in the manner provided in Regulation No. 11 with reference to appeals.

The Advisory Committee will also, from time to time, make to the Committee such recommendations in reference to the business of the Department as they may deem advisable, and will examine into and report on all matters referred to them by the Committee. Each Advisory Committee shall hold regular meetings every three months. Special meetings may be called at any time by the Chairman.

RELIEF FEATURE.

MEMBERSHIP.

13. The word "member" in the following Regulations will mean any person entitled to participate in any of the forms of relief afforded by the Relief Feature.

14. Membership in this feature will be voluntary to the following classes:

(a) Officials receiving an annual compensation of over \$2,000.

(b) Employés who entered the service prior to May 1, 1880, and who have been continuously therein since that date; except members of the Baltimore and Ohio Employés Relief Association.

(c) Clerks, telegraphers and others of similar employment who are in no degree exposed to accidents in the service.

(d) Agents receiving commissions only and employés receiving \$20 per month or less.

All of these persons may acquire membership in either the natural death or sick benefit, or both, upon compliance with the conditions thereto attaching. Having once become members, they must continue so while in the service.

All persons employed in the service, on the first day of April, 1889, with the exceptions noted above, and all persons thereafter entering the service or promoted therein, must, as a condition of employment or advancement, become full members of this Feature, entitled to all its benefits, before being permitted to go on duty.

The above regulations apply to all classes of employés, whether denominated regular, extra, temporary or construction force, and to those on probation or learning their duties, although not then receiving pay from the Company.

The only exceptions to this rule will be in cases of great emergency, when the services of the persons are absolutely necessary on short notice. In such cases men may be allowed to work not more than two (2) days without becoming members.

No person over 45 years of age, or who is not in good physical health,—to be determined and certified by a Medical Examiner of this Department, will be admitted to membership, except those who were members of the Baltimore and Ohio Employés Relief Association on the 31st day of March, 1889.

This requirement is absolute, and exceptions will be made only by the President in writing, a copy of which will be filed in the Relief Department.

15. To entitle an employé to participate in any of the forms of relief afforded by the Relief Feature, he must execute an application in one of the forms prescribed in Regulation 17, and pass a satisfactory medical examination. This application, when accepted by the Superintendent, will constitute a contract of employment between the applicant and the Company, binding each to be governed by the terms of the application and these Regulations. The evidence of the acceptance and approval of the application will be the issuance to the applicant of a certificate of membership, containing a copy of the application and the Regulations of the Relief Department then in force.

Duplicate certificates will be issued only upon the payment of twenty-five (25) cents.

16. Immediately upon the employment of any person for the service, who is under these Regulations required to become a member of the Relief Feature, notice in writing of such employment must be sent to the Superintendent of the Relief Department, and to the Medical Examiner of the district in which the person is employed. The latter will, as soon thereafter as possible, make the necessary examination, advise the applicant and the employing official of the result, and, if it is favorable, complete and forward the application. If unfavorable, the application will be forwarded to the Superintendent of the Relief Department, showing fully the cause of rejection. In such case the employé will immediately be relieved from the service.

17. Applications for full membership will be substantially in the following form:

BALTIMORE AND OHIO RAILROAD COMPANY.

RELIEF DEPARTMENT.

APPLICATION FOR FULL MEMBERSHIP IN THE RELIEF FEATURE.

To the Superintendent of the Relief Department:

I _____ of _____ in the County of _____ and State of _____, desiring to be employed in the service of the Baltimore and Ohio Railroad Company as _____ in the _____ Department, _____ Division, do hereby, as one of the conditions of such employment, apply for membership in the Relief Feature, and consent and agree to be bound by all the Regulations of the Relief Department, now in force and by any other Regulations of said Depart-

ment, hereafter adopted, applicable to the Relief Feature ; for which Regulations now in force reference is hereby had to any copy of the last edition of the book of Regulations of said Department issued by the Superintendent.

I also agree that the said Company by its proper agents and in the manner provided in said Regulations, shall apply monthly in advance from the first wages earned by me under said employment, in each calendar month, sums at the rate of — per month as a contribution to the Relief Feature of said Department, for the purpose of securing the benefits provided by said Regulations for a member of Class — to myself, or in the event of my death, to — or to whomever I may hereafter from time to time designate in writing by way of substitution, with the written consent of the Superintendent ; or if no such beneficiary be then living, to my next of kin (as determined by the laws of the State of Maryland) in accordance with Regulation No. 18, subject to all the provisions and requirements of said Regulations.

**I expressly stipulate that my marriage shall ipso facto have the effect to substitute my wife in the place and stead of the beneficiary named above to receive said benefits in the event of my death, if she be then living.*

I further agree that this application when accepted by the Superintendent shall constitute a contract between myself and the said Company as a condition of my employment by the Company, governed in its construction and effect by the laws of the State of Maryland, and as such be an irrevocable power and authority to said Company to appropriate the above amounts from my wages and apply the same as aforesaid, and shall constitute an appropriation and assignment in advance to the said Company in trust for the purposes of the Relief Feature 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.

**The Medical Examiner will in the cases of applicants already married, erase this paragraph.*

I further agree that in consideration of the contributions of said Company to the Relief Department and of the guarantee by it of the payment of the benefits aforesaid, the acceptance of benefits from the said Relief Feature for injury or death shall operate as a release of all claims against said Company or any company operating its branches or divisions for damages by reason of such injury or death, which could be made by or through me ; and that the Superintendent may require as a condition precedent to the payment of such benefits that all acts by him deemed appropriate or necessary to effect the full release and discharge of said companies from all such claims, be done by those who might bring suit for damages by reason of such injury or death ; and also that the bringing of such a suit by me, my beneficiary or legal representative or for the use of my beneficiary alone or with others or the payment by any of the companies aforesaid of damages for such injury or death recovered in any suit or determined by compromise, or any costs incurred therein shall operate as a release in full to the Relief Department of all claims by reason of my membership therein.

I also agree for myself and those claiming through me, to be specially bound by Regulation No. 11, providing for the final and conclusive settlement of all disputes by reference to the Superintendent of the Relief Department ; and an appeal from his decision to the Committee on the Relief Department.

I understand and agree that this application when accepted by the Superintendent, shall constitute a contract between me and the said Company, by which my rights as a member of said Relief Feature and as an employé of said Company shall be determined as to all matters within its scope ; that each of the statements herein contained and each of my answers to the questions asked by the Medical Examiner and hereto annexed shall constitute a warranty by me, the truth whereof shall be a condition of payment of any of the benefits aforesaid.

I hereby certify that I am — years of age, am correct and temperate in my habits and have no injury or

disease, constitutional or other, which will tend to shorten my life; am now in good health and able to earn a livelihood. In witness whereof, I have signed these presents at _____ in the State of _____, this _____ day of _____ 18—.

Witness: _____

The foregoing application is accepted at the office of the Superintendent of the Relief Department in Baltimore City, Maryland, this _____ day of _____, 18—.

Superintendent of the Relief Department.

Applications for additional natural death benefit or for natural death benefit only will be substantially in the following form:

BALTIMORE AND OHIO RAILROAD COMPANY.

RELIEF DEPARTMENT.

APPLICATION FOR NATURAL DEATH BENEFITS.

To the Superintendent of the Relief Department:

I _____ of _____ in the County of _____ State of _____, employed in the service of the Baltimore and Ohio Railroad Company, as _____ in the _____ Department Division, do hereby, by virtue of such employment, apply for membership in the Relief Feature for the natural death benefit only, and consent and agree to be bound by all the Regulations of the Relief Department now in force and by any other Regulation of said Department hereafter adopted, applicable to the Relief Feature; for which Regulations now in force reference is hereby had to any copy of the last edition of the book of Regulations of said Department issued by the Superintendent.

I also agree that the said Company by its proper agents and in the manner provided in said Regulations shall apply monthly in advance from the first wages earned by

me under said employment, in each calendar month, sums at the rate of _____ per month as a contribution to the Relief Feature of said Department (in addition to any amounts I may have heretofore authorized said Company to so apply) for the purpose of securing _____ times the natural death benefit of the lowest class provided by said Regulations, in the event of my death to _____, or whom ever I may hereafter from time to time designate in writing by way of substitution, with the written consent of the Superintendent; or if no such beneficiary be then living, to my next of kin (as determined by the laws of the State of Maryland) in accordance with Regulation No. 18; subject to all the provisions and requirements of said Regulations.

**I expressly stipulate that my marriage shall ipso facto have the effect to substitute my wife in the place and stead of the beneficiary named above to receive said benefits in the event of my death, if she be then living.*

I further agree that this application when accepted by the Superintendent shall constitute a contract between myself and the said Company, governed in its construction and effect by the laws of the State of Maryland, and as such be an irrevocable power and authority to said Company to appropriate the above amounts from my wages and apply the same as aforesaid, and shall constitute an appropriation and assignment in advance to the said Company in trust for the purposes of the Relief Feature, 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 specially bound by Regulation No. 11, providing for the final and conclusive settlement of all disputes by reference to the Superintendent of the Relief Department, and an appeal from his decision to the Committee on the Re-

*The Medical Examiner will in the cases of applicants already married, erase this paragraph.

Relief Department; and also by Regulation No. 35 providing for loss of all rights hereunder by failure to contribute as therein provided.

I understand and agree that this application when accepted by the Superintendent, shall constitute a contract between me and the said Company, by which my rights as a member of said Relief Feature and as an employé of said Company shall be determined as to all matters within its scope; that each of the statements herein contained and each of my answers to the questions asked by the Medical Examiner and hereto annexed shall constitute a warranty by me, the truth whereof shall be a condition of payment of the benefits aforesaid.

I hereby certify that I am _____ years of age, am correct and temperate in my habits and have no injury or disease, constitutional or other, which will tend to shorten my life; am now in good health and able to earn a livelihood. In witness whereof, I have signed these presents at _____, in the State of _____, this _____ day of _____, 18—.

Witness: _____.

The foregoing application is accepted at the office of the Superintendent of the Relief Department in Baltimore City, Maryland, this _____ day of _____, 18—.

_____,
Superintendent of the Relief Department.

Applications when accepted, will take effect from the date of execution, or from any subsequent date upon which the applicant actually begins work.

18. The beneficiary or beneficiaries named in any application for full membership, if the applicant be married, must be his wife or his wife and children. If he be single, the beneficiaries must be his father and mother or the survivor. No application will be accepted which does not comply with these requirements, unless the Superintendent waive the same

for reasons satisfactory to him. No one shall be entitled as the beneficiary of a member who is not the widow or a relation not more remote than a first cousin, except in case of the assignment to the Superintendent of the natural death benefit to secure a loan from the Savings feature or in case of the taking of special natural death benefit for that purpose.

19. Membership in the natural death benefit only may be maintained during furlough or suspension by making the contributions required therefor and otherwise complying with these Regulations.

20. Furloughed or suspended members who are restored to duty within six (6) months from the date of such furlough or suspension, may be restored to full membership without reference to the requirements governing the admission of new members. If restored to duty after six (6) months, it will be on the same conditions as new employés.

21. Persons who have once become members must continue so while in the service. Whenever a member ceases to be employed in the service, his membership will, *ipso facto*, terminate from that date (except in the cases hereinafter provided for), unless he shall within ten (10) days thereafter sign and deliver to his employing official for transmission to the Superintendent of this Department, an application in the second form shown in Regulation No. 17, to retain his natural death benefit only. Every such member shall on re-entering the service be subject to the regulations governing new employés.

A member who at the time his employment ceases is disabled by injury or sickness will continue to

receive the benefits therefor during the period provided in these Regulations, and during such period will retain the death benefit covered by his application. After the expiration of said period he may retain his natural death benefit only, by making application as above provided within ten days from the date of the last payment of benefits on account of such injury or sickness; otherwise his membership will wholly cease from that date.

CONTRIBUTIONS.

22. The word "contribution" wherever used in these Regulations refers to the sums paid into the Treasury of the Company on account of the Relief Feature either by appropriation of wages earned or by deposits of cash, for or by members.

23. Members will be divided into two general classes, viz :

1st Class. Those engaged in operating trains or rolling stock.

2d Class. Those not so engaged.

These will be further divided according to their average monthly pay, as follows :

A. Those receiving not more than thirty-five dollars (\$35.00.)

B. Those receiving more than thirty-five (35) and not more than fifty dollars (\$50.00.)

C. Those receiving more than fifty (50) and not more than seventy-five dollars (\$75.00.)

D. Those receiving more than seventy-five (75) and not more than one hundred dollars (\$100.00.)

E. Those receiving more than one hundred dollars (\$100.00.)

24. The contributions for these classes shall be made each calendar month in advance at the following rates :

	A	B	C	D	E
First Class :					
Per month.....	\$1.00	\$2.00	\$3.00	\$4.00	\$5.00
Second Class :					
Per month.....	.75	1.50	2.25	3.00	3.75

25. The contribution for the natural death benefit only shall be at the rate of twenty-five (25) cents per month for each such benefit of the lowest class.

26. The class to which a member is to be assigned will be ascertained by multiplying his average daily wages by twenty-six (26), the average number of working days in a month.

Cases of doubtful classification, either as to hazard of occupation or contributions to be made, will be decided by the Superintendent of the Relief Department.

When a member's pay is increased beyond the limit of the class in which he contributes, he will enter the correspondingly higher class. He may enter a correspondingly lower class if his pay is reduced. In either case he must make a new application, without medical examination, to correspond with the change. Change of occupation, involving change from first to second class, or *vice versa*, will require new application and change of rate of contribution.

27. The amount to be contributed or returned for a part of a month will be ascertained on the basis of thirty (30) days per month, adding to make even cents where fractions occur.

28. Contributions will be due on the first day of each calendar month and will ordinarily be made by the appropriation of wages earned in the preceding month. The first contribution will be for the unexpired part of the month in which the application takes effect and for the whole of the next month.

29. The contribution of a member who enters and leaves the service in the same month, will be only for the period between the date his application takes effect and that on which he leaves the service, both inclusive.

30. A member who earns no wages in any month from any reason other than injury or sickness entitling to benefits, must contribute from the first wages earned in the month in which he resumes work for the unexpired portion of that month and for the whole of the next month. If a member fail to earn wages by reason of injury or sickness entitling to benefits, he will be entitled to the benefits covered by his application for the month in which he resumes work, without contribution for that month.

31. No portion of the contribution of a member for the month in which he dies will be returned, but contributions for subsequent months will be.

32. No contribution need be made by a disabled member for the time for which he receives benefits, subsequent to the next month after that in which the disability begins.

33. No appropriation is to be made from the final payment of wages to a member leaving the service, except for contributions in arrears. If he leaves the service before the expiration of the time for which he has contributed, the unearned portion of such contribution will be returned to him.

34. Contributions other than those made by appropriation of wages must be made by deposits with the Treasurer or some bonded agent of the Company, notice of such deposit being forwarded to the Superintendent by the member.

35. If a member who is furloughed or suspended or has left the service, but who retains the natural death benefit, fails to make his monthly contribution by deposit as aforesaid, and forward the notice to the Superintendent, on or before the last day of the calendar month next following that for which his last previous contribution was made he shall, *ipso facto* and without further notice or other action by the Department, lose all rights of membership therein and cease to have any claim to receive benefits therefrom.

NOTICE OF DISABLEMENT.

36. A member disabled by injury or sickness must immediately notify the official designated by the General Manager to receive reports of disablement. A member must always give his proper address when reporting himself disabled, and report any change therein. His disablement will be taken to begin with the date of such report; and a member failing to make such report during his disablement will receive no benefits.

37. Officials designated as aforesaid to receive reports of disablement will immediately notify the Superintendent of the Relief Department and the Medical Examiner in whose district the member is to be found. Any official who, through negligence or other cause within his control, delays or fails to send such notices, will be required to make good to the member any loss he or she may thereby sustain. Notice of death must be forwarded promptly by the official under whom the deceased was employed. In case of death from injury, all the particulars, so far as known, must be given.

38. The employing official must promptly report the return of the member to duty, to the Medical Examiner having charge of the case.

BENEFITS.

39. Wherever used in these Regulations the word "benefits" will be understood to mean the sums of money which may become payable under these Regulations; the phrase "accidental injuries" to mean only bodily injuries directly produced by external violence, excluding sunstroke and frostbite; "accident benefit" to mean the right of a member to receive benefits under these Regulations in case he is disabled by "accidental injuries;" "sick benefit" to mean the right of a member to receive benefits, under these Regulations, in case he is disabled by sickness or causes other than accidental injuries covered by the accident benefit; "accidental death benefit" to mean the right of a member, under these Regulations, to designate certain beneficiaries

to whom benefits shall be paid in case of his death from accidental injuries; "natural death benefit" to mean the right of a member, under these Regulations, to designate certain beneficiaries to whom benefits shall be paid in case of his death from causes not covered by the accidental death benefit; "natural causes" to mean causes other than accidental injuries received in the discharge of duty in the service.

40. The fund from which these benefits are to be paid will be formed by the contributions of members and the Company, the income or profits derived from investment of the funds of the Relief Feature, and such gifts, legacies, &c., as may be made to the Company for the use and benefit of the Relief Feature.

41. Members will be entitled to benefits upon the conditions prescribed in these Regulations, as follows:

First. Payments while totally disabled by accidental injury received in the discharge of duty in the service, for each day other than Sundays and legal holidays, during a period not exceeding twenty-six (26) weeks, at the rate of fifty (50) cents per day for a member of the lowest class, and at higher rates for members of the other classes in proportion to their contributions; and at half these rates during the continuance of the disability after the first twenty-six (26) weeks.

Second. Payments while totally disabled by sickness, or from any cause other than accidental

injuries received in the discharge of duty in the service, for each day other than Sundays and legal holidays, after the first six working days of such disability, and for a period not exceeding fifty-two (52) weeks, at the rate of fifty (50) cents per day for a member of the lowest class, and at higher rates for members of the other classes in proportion to their contributions.

Third. Payment, on the death of a member of the lowest class from accidental injuries received in the discharge of his duty in the service, of five hundred dollars (\$500), and of greater amounts for the other classes in proportion to their contributions.

Fourth. Payment, on the death of a member of the lowest class from any cause other than accidental injuries received in the discharge of duty in the service, of two hundred and fifty dollars (\$250), and of greater amounts for the other classes in proportion to their contributions.

Fifth. Payment of fees for such surgical attendance as the Medical Examiner shall approve as necessary in consequence of accidental injuries received in the discharge of duty in the service, at the rates fixed in the schedule adopted by the Department, when the bills therefor are approved by the local Medical Examiner. The Superintendent will arrange for the admission of members to hospitals, at moderate cost, when requested.

42. The following table shows in brief the contributions and the benefits of the several classes:

	A	B	C	D	E
Rates of contribution per month—					
First Class.....	\$1.00	\$2.00	\$3.00	\$4.00	\$5.00
Second Class.....	.75	1.50	2.25	3.00	3.75
Entitling to benefits—					
For accidental injuries per day, not including Sundays and legal holidays,					
First 26 weeks...	.50	1.00	1.50	2.00	2.50
After 26 weeks...	.25	.50	.75	1.00	1.25
For sickness per day, not including first six working days, Sundays or legal holidays, for 52 weeks.....	.50	1.00	1.50	2.00	2.50
In the event of death from—					
Accidental injuries..	\$500	\$1,000	\$1,500	\$2,000	\$2,500
Natural causes.....	250	500	750	1,000	1,250

43. Any member under fifty (50) years of age who can pass a satisfactory medical examination may enter a higher class than that to which his pay assigns him, or may take additional natural death benefits, provided his total natural death benefit shall not exceed thirty times the natural death benefit of a member of the lowest class.

44. If a member recover from the effects of accidental injury received in the discharge of duty so that in the opinion of the Medical Examiner he is no longer disabled thereby, but continue disabled from sickness or debility, he will be entitled to benefits not longer than 52 weeks from the date of such injury, and at the rate payable for sickness.

45. If a member returns to duty after receiving benefits for sickness for less than twelve weeks, and

is again disabled by sickness within two weeks thereafter, the two disablements may, at the option of the Superintendent, be treated as one in computing the fifty-two weeks for which benefits may be paid; and, if so treated, the deduction of six working days will be made only from the first disablement. A member who returns to duty after being disabled by sickness for twelve weeks or longer, will be entitled to receive benefits for sickness only after he has been continuously engaged in the performance of duty for four weeks.

46. No benefits will be paid on account of injury, sickness or death, occurring at any place outside of the United States, or where epidemic diseases of a dangerous character are likely to prevail, and to which his duties as an employé of the Company do not call him, and contributions will be returned which cover any time subsequent to the date at which a member, though on furlough, may go to such places. Exceptions to this rule can be made only by the Superintendent upon a full statement of the facts.

47. Benefits will not be paid for injury or sickness which is in any way caused or increased, in whole or in part, by intoxication, the use of intoxicating liquors, sexual immorality, breach of the peace, or other violation of law on the part of the member; or for death by the hands of justice.

48. A member will not be entitled to any benefits for time for which he receives wages from the Company.

49. No claim for benefits under any of these Regulations shall be payable or paid, until there

be first filed with the Superintendent satisfactory proof, in such form as he may require, of the validity of such claim. Benefits will be paid only for the period of actual disability as certified by the Medical Examiner.

50. The Superintendent will provide for the visitation of members reported disabled by injury or sickness, and those who decline to submit to such visits or examinations, or who absent themselves from their usual places of residence, or are in places so distant that the Medical Examiner cannot be expected to visit them, will not be entitled to benefits.

51. Benefits on account of accidental injury will be paid only when shown by evidence satisfactory to the Superintendent to have been received by the member while actually engaged in the performance of duty in the service to which he was assigned, or in voluntarily protecting the Company's property. In all cases there must be external or other positive evidence of injury, and the person claiming benefits must produce proof satisfactory to the Superintendent that the disablement is the direct result of accidental injury received as aforesaid, and renders the member totally unable to labor, or, when of a permanent character, to earn a livelihood in any employment. In case of death, it must be shown to have occurred solely by reason of, and within twenty-six (26) weeks after an accidental injury received as aforesaid, and the benefits payable, in the event of such death, shall in no case exceed the amount payable under the accident death benefit of the class to which the member belonged by virtue

of his accepted application at the time of his death. Death after the twenty-six (26) weeks above limited will be treated as death from natural causes. The results of injuries received otherwise than in the performance of duty as aforesaid, will be treated as sickness or death from natural causes.

52. In the event of disability or death from accidental injuries, the benefits herein promised shall not be payable or paid until there be first filed with the Superintendent of the Relief Department releases satisfactory to him, releasing the Company, and all other companies operating its branches or divisions, or whose employes are admitted to the privileges of this Department, from all claims for damages by reason of such injury or death, signed by all persons who might bring suit for such damages, or those legally competent to release for them, and by the beneficiaries named in the respective applications.

53. Should suit be brought by a member, his beneficiary or his legal representative, or for the use of his beneficiary alone, or with others, against the Company or any company operating its branches or divisions, or whose employes are admitted to the privileges of this Department, for damages on account of injury or death of such member, no benefits on account of such injury or death shall be paid, but all claims to such benefits under these Regulations shall be forfeited, unless such suit be discontinued and all costs incurred by the defendant therein paid by the plaintiff before any hearing or trial on demurrer or otherwise. Should such a suit for damages on account of the death of a member

be brought by any person claiming an interest other than those named above, the existence of such suit shall prevent the payment of benefits on account of such death, and any payment by any of the companies above mentioned of damages recovered in such suit, or determined by compromise, or of any costs incurred therein, shall operate as a release in full of all claims against this Department.

54. No claim for benefits of any kind under these Regulations shall be made, or if made, be accepted and paid, unless it be presented with the proofs required by these Regulations within one year from the date of the death, injury or sickness on which the claim is based. Benefits unclaimed, or the right to which is in dispute, will not bear interest. Benefits allowed, but remaining unclaimed for three years from the date of the allowance thereof, will lapse, and will not be payable thereafter.

55. A new member whose application has been accepted will be entitled to all the benefits covered thereby from the date he actually begins work. If an employe receives accidental injuries in the discharge of his duty in the service after making application for full membership and passing an examination satisfactory to the Medical Examiner, but before his application is accepted by the Superintendent, he will be entitled to the accident benefit and the accidental death benefit, his contribution being made from wages earned or benefits payable.

56. A member who is absent from duty beyond the month for which the last regular contribution from his wages was made, or who has earned no

wages within that month, will be entitled to no benefits after that month, except in the cases specially provided for in these Regulations.

57. All rights to receive benefits shall cease from the date a member ceases to be employed in the service, except in the cases provided for in Regulation No. 21.

58. The benefits on account of the death of a member will be paid to the beneficiary designated in the application. If none such be living, the benefits shall lapse and remain for the benefit of all the other members. The Superintendent may, in such a case, defray the expenses of the member's funeral so far as he deems proper.

59. The benefits on account of injury or sickness will be paid only to the member entitled thereto. If the member becomes insane or otherwise incapacitated to act, the benefits may, in the absence of a legally appointed guardian, be applied to meet the wants of the member or his family directly, or by payment to his wife or near relative. All benefits unpaid at the time of a member's death will be paid to the person entitled to receive the death benefit.

60. No assignment of benefits or change of beneficiary will be permitted without the written consent of the Superintendent, nor shall benefits be subject to attachment or other legal process. If any attachment or other legal process is served upon the Superintendent or the Company, all benefits due or to become due to such member shall lapse and remain in the funds of the Department, subject to the order of the Committee.

61. Benefits and all other claims against the Relief Department will be paid monthly by checks signed by the Superintendent.

For claims originating on the Main Stem and branches, including the Philadelphia Division, received at the Superintendent's office in proper form for settlement on or before the 10th day of each month, checks will be issued on the 20th of that month, or on the 21st if the 20th be Sunday or a legal holiday. For claims originating on the Trans-Ohio or Pittsburg Divisions, received at the Superintendent's office in proper form for settlement on or before the 1st day of each month, checks will be issued on the 10th of that month, or on the 11th if the 10th be Sunday or a legal holiday.

62. Checks issued by the Superintendent of the Relief Department will be cashed by the Treasurer or any bonded Agent or Cashier of the Company having Company's funds in his possession, and such checks may be used as cash or vouchers in settlement with the Accounting Department. For contributions refunded receipts must be taken on the prescribed form and sent to the Superintendent of the Relief Department, who will issue checks in favor of the official paying them.

Each member will be notified in whose care his check is sent. Officials receiving checks will be held responsible for their prompt and safe delivery to their owners. No duplicate check will be issued within sixty (60) days from the date of the original, and no original check presented for payment *after* sixty (60) days from its date must be paid until it has been certified, on its face by the Superintendent

of the Relief Department that no duplicate has been issued.

63. Death claims will be paid within sixty (60) days after satisfactory proof of death is furnished. In urgent cases the Superintendent is authorized to advance a portion of the death benefit.

MISCELLANEOUS.

64. Members of the Relief Feature in the service of the Company, their wives and children, fathers, mothers, brothers or sisters wholly dependent upon them for support, will be entitled to travel over all the lines of the Baltimore and Ohio Railroad Company at one-half the rates charged the public for the transportation only. The children of such members, under sixteen years of age, shall travel free over all lines when going to or returning from daily school. Furloughed or suspended members, and Pensioners who retain their natural death benefit, will be entitled to the same privileges.

65. In reductions of force, temporary or permanent, preference as to retention in the service will be given to members of the Relief Feature and depositors or borrowers of the Savings Feature, other things being equal, over those in the same grades of service not connected with the Relief Department.

66. When a member ceases to be employed in the service, the cause must be noted on the pay-roll on which the last payment to him is made. When a member fails to earn wages in any calendar month, by reason of sickness or injury, his name will be carried on that and future pay-rolls, and the cause for not earning wages noted opposite his name. The

numbers of the certificates of membership must also be entered opposite members' names on the pay-rolls.

67. All members injured in the service of the Company, and in the discharge of their duty, to such a degree as to incapacitate them from earning a livelihood at their usual occupations, should be provided, so far as possible, with such positions in the service as they can efficiently fill.

68. As to all members of the Baltimore and Ohio Employés Relief Association on the 31st day of March, 1889, all of these Regulations shall be so interpreted and applied that each such member may acquire membership in the Relief Feature of this Department in the class, and with the same number of additional natural death benefits, to which he would have belonged, if his application or applications made in the Relief Feature of said Association, and then in force had been made and accepted under these Regulations; provided that he execute within the time fixed by the order of the President a proper application in one of the forms prescribed in these Regulations, but containing an additional clause by which such member shall assign and make over to the Company all his right, title and interest in or to the assets of the Relief and Pension Features of said Association, and shall assent to the transfer of said assets by said Association, to the Company for the purposes of the like Features of this Department respectively.

PENSION FEATURE.

100. The fund for the payment of pensions will be derived wholly from the contributions of the Company. The Company's contributions will be applied to the purposes which are herein stated in the order of their precedence.

First. To provide means of support during life for those persons members of the Relief Feature or of the Baltimore and Ohio Employés Relief Association for four consecutive years, who, having served the Company for ten consecutive years, and having reached the age of sixty-five, shall be honorably relieved from duty.

Second. To provide in the same manner for like persons who elect to retire from the service.

Third. If at any time the fund applicable to the purposes of this Feature shall, in the opinion of the Committee, be more than sufficient to provide for the persons mentioned above, such surplus shall be applied to aid or support such class or classes of the Company's employés, members of the Relief Feature, as the Committee may think most deserving and most in need of help, under such supplemental regulations as the Committee may then adopt.

101. No member shall be entitled to wages from the Company and to a pension allowance at the same time, or to benefits from the Relief Feature and a pension at the same time.

102. Pensions will be paid monthly. Each pensioner will receive a daily allowance, excluding Sunday, equal to one-half the benefits provided to be paid for sickness under the Regulations of the Relief

Feature to a member of the class to which the pensioner would while in the service have been assigned under said Regulations, had he been required to become a full member in said Feature. In the case of a pensioner who has been continuously a member of the Relief Feature or the Baltimore and Ohio Employés Relief Association fifteen years this allowance will be increased by the addition of five per cent. thereof; and a like addition will be made for each additional term of five consecutive years of such membership.

The following table shows in brief the amount of allowances to pensioners :

	10 years membership, and under, $\frac{1}{2}$ sick rate.	15 years membership, 5 per cent. additional.	20 years membership, 10 per cent. additional.
Those contributing under Relief Feature to class A	\$.25	\$.26 $\frac{1}{2}$	\$.27 $\frac{1}{2}$
Those contributing under Relief Feature to class B50	.52 $\frac{1}{2}$.55
Those contributing under Relief Feature to class C75	.78 $\frac{1}{2}$.82 $\frac{1}{2}$
Those contributing under Relief Feature to class D	1.00	1.05	1.10
Those contributing under Relief Feature to class E	1.25	1.31 $\frac{1}{2}$	1.37 $\frac{1}{2}$

103. The Committee may at any time make a percentage reduction of all pensions, or further limit the classes of persons who may become pensioners.

104. The statement of a member's age contained in his application for membership in the Relief Feature, shall, for the purposes of this Feature, be final and conclusive.

105. For the purposes of this Feature members shall be considered as in the Company's service during the time they receive benefits from the Relief Feature.

106. The failure of any pensioner to claim his benefits for two years, counted from the last payment to him, shall be presumptive evidence that such pension has terminated, by reason of the pensioner's death, and his name shall be stricken from the list of pensioners, subject to the right of restoration to the same on a new application by the pensioner, and satisfactorily accounting to the Superintendent for his failure to claim his pension.

107. Upon the death of a pensioner the accrued pension to the date of his death shall not be considered a part of the estate of the deceased nor liable to be applied to the payment of the debts of said estate in any case whatever, but shall inure to the sole and exclusive benefit of his widow or children; and if no widow or child survive, no payment whatever of the accrued pension shall be made or allowed, except so much thereof as may be necessary to defray the expenses of the burial of the decedent, in case he shall not leave sufficient assets to meet such expenses, and the burial expenses thus to be allowed shall be in the discretion of the Superintendent.

108. Any pledge, mortgage, sale, assignment or transfer of any right or claim to any pension granted under these Regulations shall be void and of no

effect, and no one save the pensioner himself, or, in the event of his death, his widow or children, shall be entitled to receive such pension; but the payment to persons laboring under legal disabilities may be made to such persons as the Committee may think proper.

109. No sum of money due, or to become due, to any pensioner under this Feature shall be liable to attachment, levy or seizure, by or under any legal or equitable process whatever, whether the same remains with the Relief Department or any agent thereof, or is in the course of transmission to the pensioner entitled thereto, but shall inure wholly to the benefit of such pensioner. Should any creditor of the pensioner endeavor to collect the pension by process of attachment or by any other legal or equitable process laid in the hands or served upon the Company or the Relief Department for the purpose of paying the debt due by the pensioner to such creditor or any part thereof, all the money due or yet to become due by the Department to such pensioner, shall be forfeited to the Department, and shall belong to it absolutely, to be dealt with as the Committee shall deem proper.

110. These Regulations shall in no way affect any pension heretofore granted to any person admitted to the Pension Feature of the Baltimore and Ohio Employés Relief Association.

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