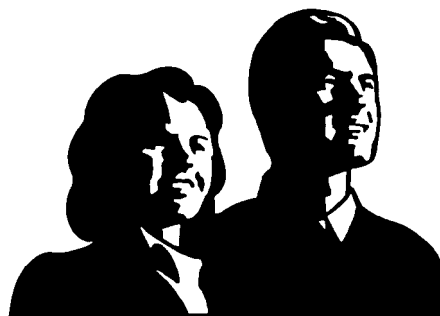


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# **SPECIAL GUARANTY IN EMPLOYEE AND SPOUSE ANNUITIES**



United States of America  
Railroad Retirement Board

Visit our Web site at <http://www.rrb.gov>



## OVERVIEW

### Background

This booklet is directed to employee annuitants and contains important information regarding a possible increase in your railroad retirement annuity under the *Special Guaranty* provision of the Railroad Retirement Act (RRA). This guaranty assures you that the total monthly benefits payable to you and your family will be at least the amount you would have received if your railroad service had been covered by the Social Security Act (SS Act).

### Why This Is Important

This booklet contains information that is important to you not only before you file your statement(s) but also after you have filed your statement(s). Therefore, we suggest that you read this booklet and keep it handy for future reference.

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## **Part I - How The Special Guaranty Affects Your Annuity**

### **What The Special Guaranty Provision Means**

The *Special Guaranty* provision of the Railroad Retirement Act (RRA) states that the total monthly benefits payable (including any vested dual benefits but excluding any supplemental annuity) to you and your family will not be less than the monthly amount which would be payable under the Social Security Act (SS Act) if railroad service after 1936 were credited as "employment" under the SS Act.

The *Special Guaranty* rate is referred to as an "increase" because the employee must be entitled to an RR Act employee annuity and the *Special Guaranty* rate must exceed the regular RRA formula rate to apply. There are two basic types of *Special Guaranty* computations - one type for disability annuitants with a disability freeze and one type based on the employee's age and railroad service.

### **Special Guaranty Based On Disability**

You may be entitled to the *Special Guaranty* computation at any age if you are eligible for a disability freeze under SS Act rules. It means that:

1. you are considered totally and permanently disabled for all employment;
2. the disability is expected to last at least 12 months; and,
3. you have the required *Quarters of Coverage* under SS Act rules.

The disability freeze is determined based on the medical evidence submitted for you and based on your earnings record. All of your earnings from railroad and social security-covered employment are used as if they were earnings under the SS Act.

The disability freeze is further explained in booklet RB-1D, *Employee Disability Benefits*.

Your *Special Guaranty* benefit based on disability is not reduced for age.

### **Special Guaranty Based On Age**

You may be entitled to the *Special Guaranty* computation based on age if you have attained age 62 for a full month and you have an SS Act Insured Status. See booklet RB-1, *Employee Age and Service Annuities*, for an explanation of *SS Act Insured Status*.

### **When The Increase Can Begin Based On Disability Freeze**

The RRA limits the times when your annuity can be tested for the *Special Guaranty* increase.

1. You Have a Disability Freeze - The *Special Guaranty* increase can begin the later of:
  - your annuity beginning date or,
  - if a disability waiting period is required, the first full month after the five-month disability waiting period. (The waiting period begins with the date of your disability onset and extends five full calendar months. If you had a disability freeze in the past which terminated based on recovery from disability, a new waiting period may not be required.)
2. You Do Not Have a Disability Freeze - The *Special Guaranty* increase would be based on your age as explained in the next section.

### **When The Increase Can Begin Based On Age**

The increase can begin the later of:

1. your annuity beginning date;
2. the first full month you are age 62; or,
3. the first full month your spouse, who was married to you on your employee annuity beginning date, is age 62 and meets the other spouse eligibility requirements.

### **How The Special Guaranty Is Paid**

If both you and your spouse are entitled to RRA annuities, the *Special Guaranty* increase is divided between the employee and spouse annuities. You receive 2/3 of the family total (excluding any divorced spouse) as your monthly annuity rate. Your spouse receives 1/3 of the family total (excluding any divorced spouse) as the spouse monthly annuity rate.

If you are not married, or your spouse does not meet the requirements for an RRA spouse annuity, the total family rate (excluding a divorced spouse) is paid to you as your annuity rate.

An RRA divorced spouse annuity is not increased under the *Special Guaranty*.

### **When The Special Guaranty Increase Is No Longer Payable**

Effective the month the regular RRA annuity computation exceeds the *Special Guaranty* rate, in other than work deduction cases, the *Special Guaranty* rate will no longer be payable. This could occur:

1. when family members become entitled to other benefits (see Part IV) or
  2. due to terminating events for family members (see Part V).
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## **Part II - Who Can Be Included In The Family Group**

### **Spouse Marriage Requirement**

Your spouse can be included in the *Special Guaranty* computation if your spouse meets one of the following marriage requirements. Your spouse:

1. has been married to the you for at least one year immediately prior to filing for the *Special Guaranty* increase;
2. is the natural parent of your child;
3. was eligible for a widow(er)'s, parent's, or disabled child's annuity under the Railroad Retirement Act (RRA) in the month before the month of marriage to you; or,
4. was entitled or potentially entitled to widow(er)'s, parent's, or childhood disability benefits under the Social Security Act in the month before the month of marriage to you.

### **Spouse Entitled Based On Child-in-Care**

If your spouse has your "child-in-care" who is under age 16 or who became totally and permanently disabled before attaining age 22, your spouse can be included in the *Special Guaranty* computation at any age.

A child is in your spouse's care if your spouse exercises parental control over, and is responsible for, the welfare and care of the child. A child who is permanently disabled, but mentally competent, is considered to be "in care" if your spouse performs personal services. The Railroad Retirement Board (RRB) will make the final determination regarding the personal services performed and whether or not they constitute the child being in your spouse's care.

### **Spouse Age Requirement**

If your spouse does not have your child-in-care, your spouse must be age 62 for a full month to be included in the *Special Guaranty* based on age.

### **Spouse Election Cases**

Refer to booklet RB-30, *Spouse/Divorced Spouse Annuity*, to determine the employee age requirement to qualify a spouse for an RRA spouse annuity. Your spouse can elect to be included in the *Special Guaranty* computation by accepting an age reduction if:

1. you are an employee disability annuitant who has not attained the age requirement to qualify a spouse for an RRA spouse annuity and
2. your spouse is at least age 62, but less than *Full Retirement Age*.

This spouse age reduction will continue to apply even after your spouse becomes entitled to an RRA spouse annuity. If this provision could apply to your family, request further information from your nearest RRB field office.

### **Eligible Children**

The term "children" means your dependent and unmarried: natural children, adopted children, stepchildren, or, under certain conditions, your grandchildren whose parents are deceased or disabled. Children may be included in the *Special Guaranty* computation if they are:

1. under age 18;
2. age 18 or older and qualify as disabled children; or,
3. age 18-19 and qualify as full-time students.

### **Definition Of Unmarried Child**

The minor children, disabled children, or students must be unmarried to be included in the *Special Guaranty* computation. They are unmarried if:

1. they have never been married or
2. they were married before the *Special Guaranty* computation became payable and that marriage ended by death, divorce, or annulment.

If minor children or students marry after being included in the *Special Guaranty* computation, their entitlement will end. They will never

again be eligible to be included in the *Special Guaranty* computation.

If disabled children marry after being included in the *Special Guaranty* computation, their entitlement will usually end. However, disabled children age 18 or over can marry any social security beneficiary, other than a minor child or full-time student, without loss of benefits.

### **Disabled Children**

Children can be included in the *Special Guaranty* at age 18, or older, if they have a permanent disability that began before they attained age 22 that makes them unable to perform any type of regular employment.

The RRB will require medical evidence of their disability when these children attain age 18.

### **Full-Time Students**

Children can be included in the *Special Guaranty* as full-time students if they are age 18 through age 19 and in full-time school attendance in elementary or secondary school. Children are in full-time school attendance if they are participating in a course of study lasting at least 13 weeks for at least 20 hours per week. These courses may be at educational institutions or by home schooling approved by the states in which the students live.

Student benefits are explained in more detail in booklet G-316, *Railroad Retirement Benefits for Students Age 18-19 in Elementary or Secondary School*.

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## **Part III - Applying For Your Special Guaranty Increase**

### **Form To Include Spouse And/Or Children**

Form G-319, *Statement Regarding Family and Earnings for Special Guaranty Computation*, is to be completed by both you and your spouse to provide information about children, earnings, receipt of social security benefits, and spouse entitlement to a public service pension. This information is needed to determine if your spouse and/or any children can be included in the *Special Guaranty* computation of your annuity.

### **Additional Form For Disabled Children**

If your family group includes a disabled child age 18 or older, you are also required to complete Form AA-19A, *Application for Determination of Child's Disability*. Booklet RB-19A, *Child Disability Benefits*, explains this form and also provides information about Medicare coverage for a disabled child.

### **Additional Form For Students**

If your family group includes a student age 18-19 in elementary or secondary school, you are also required to complete Form G-320, *Student Questionnaire for Special Guaranty Computation*. A separate Form G-320 is required for each student.

As explained in Booklet G-316 *Railroad Retirement Benefits For Students Age 18-19 in Elementary or Secondary School*, Form G-320 is needed to obtain verification of the school attendance for children age 18-19. The Form G-320 is needed when the child is either age 18-19 at initial entitlement or is a minor child included in the *Special Guaranty* computation who attains age 18 and qualifies as a full-time student.

### **Notice Of Railroad Retirement Board Decision**

After receiving your completed statement(s), the Railroad Retirement Board (RRB) will decide if you can be paid a *Special Guaranty* increase in your annuity. If you cannot be paid an increase, the RRB will send you a letter

explaining why. If your annuity can be increased, you will receive a letter that shows the amount of your new monthly payment.

Sometimes the RRB will not be able to make a decision on your claim without additional information. If so, you will be contacted by an RRB representative and asked to send us the forms, proofs, or statements that are needed.

Unless you receive a request for additional information, you will be notified of our decision in about three months. If you do not hear from us in five months, please get in touch with the nearest district office of the RRB so that we can find out what is causing the delay.

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## Part IV - Items That Affect Your Special Guaranty Increase

### Reductions Under The Social Security Act Formula

The *Special Guaranty* computation is reduced under the regular Social Security Act (SS Act) formula for other benefits and earnings. Any reduction to an employee or spouse Tier 1 benefit would also apply to their *Special Guaranty* computation.

### Age Reductions

The term Full Retirement Age (FRA), for entitlement based on age, means the age at which you and your spouse can receive a full *Special Guaranty* benefit (not reduced for early retirement). Since the *Special Guaranty* is an SS Act calculation, the deeming provisions for 60/30 annuities under the Railroad Retirement Act will not apply to this calculation.

If you were born:	then your FRA is:
Before 1-2-1938	65
1-2-1938 thru 1-1-1939	65 and 2 months
1-2-1939 thru 1-1-1940	65 and 4 months
1-2-1940 thru 1-1-1941	65 and 6 months
1-2-1941 thru 1-1-1942	65 and 8 months
1-2-1942 thru 1-1-1943	65 and 10 months
1-2-1943 thru 1-1-1955	66
1-2-1955 thru 1-1-1956	66 and 2 months
1-2-1956 thru 1-1-1957	66 and 4 months
1-2-1957 thru 1-1-1958	66 and 6 months
1-2-1958 thru 1-1-1959	66 and 8 months
1-2-1959 thru 1-1-1960	66 and 10 months
1-2-1960 and later	67

If you are not entitled based on disability, your employee *Special Guaranty* benefit will be reduced by 1/180 for each of the first 36 months you are under FRA and 1/240 for each additional month you are under FRA when the *Special Guaranty* begins.

If your spouse is not entitled based on a child-in-care (See Part II), the spouse *Special*

*Guaranty* benefit is reduced by 1/144 for each of the first 36 months your spouse is under FRA and 1/240 for each additional month your spouse is under FRA when the *Special Guaranty* begins.

### Social Security Benefits Or Other Railroad Retirement Benefits

Social security benefits that are payable on your earnings record are deducted from any increase that would have been payable. Similarly, any social security benefits or other railroad retirement benefits that any family members included in the *Special Guaranty* computation receive on their own or someone else's earnings record, are deducted from their share of any increase payable. In most instances, the receipt of social security benefits or other railroad retirement benefits prevents any *Special Guaranty* increase from being paid.

### Spouse Public Service Pension

Public service pensions (PSP) are retirement benefits spouses receive from any local, state or federal governmental agency, other than SSA and the RRB. These benefits may be paid as either monthly payments or a lump-sum payment. Two-thirds of the amount of this PSP may be deducted from the amount of the spouse increase, preventing the *Special Guaranty* rate from being paid.

Refer to booklet RB-30, *Spouse/Divorced Spouse Annuity*, for a more detailed explanation of the PSP reduction. Ask the nearest RRB field office if the PSP reduction would apply to your spouse.

### Earnings Of Disability Annuitants

If you are under full retirement age and you are receiving a disability annuity, refer to booklet RB-1D, *Employee Disability Benefits*, for an explanation of the effect of earnings on a disability benefit.

When disabled children work in any kind of employment, their earnings may affect payment of your *Special Guaranty* increase. The RRB will

determine whether or not the work is *Substantial Gainful Employment*. This is explained in booklet RB-19A, *Child's Disability Benefits*. These earnings are to be included on the Form AA-19A, *Application for Determination of Child Disability*.

### **Definition Of Earnings**

When you figure the amount of the annual earnings for each family member, count all earnings from both employment and self-employment for the entire year.

Earnings from employment include all wages, salaries, vacation pay, some kinds of sick pay, commissions, bonuses, fees, tips, and retroactive wage increases. The cash value of any goods or services (such as meals or living quarters) furnished for services performed are also counted as earnings from employment. If the spouse or child is employed by a railroad, include their railroad compensation in their total earnings. Count all amounts before any payroll deductions for taxes, social security, insurance premiums and so on.

Earnings from self-employment mean the person's net income (profit after deduction of allowable business expenses) for the year.

Do not include as earnings any money received for any reason other than work, such as interest from savings, income from investments, gifts, inheritances and pensions or other retirement benefits.

### **Annual Earnings Exempt Amount**

The term *Annual Earnings Exempt Amount* means the amount of money you or another family member included in the *Special Guaranty* computation can earn without affecting your *Special Guaranty* increase. Refer to Form G-77A, *How Work Affects Your Railroad Retirement Benefits*, for the current *Annual Earnings Exempt Amount*.

However, if the family member works outside the United States for more than 45 hours in a month, and does not pay United States social security taxes, you will lose part of your *Special Guaranty* increase regardless of the amount of money earned.

### **Monthly Earnings Exempt Amount**

Family members are entitled to a *Monthly Earnings Exempt Amount*, which is 1/12 of their *Annual Earnings Exempt Amount*. The *Monthly Earnings Exempt Amount* basically applies only in the first year in which the family member is included in the computation of the *Special Guaranty* increase and has a non-work month.

### **Non-Work Month**

A non-work month for the *Monthly Earnings Exempt Amount* is a month in which a family member does not work. It can also be either of the following:

1. Work For A Non-Railroad Employer - The family member works but earns less than the *Monthly Earnings Exempt Amount*; or,
2. Self-Employment - The family member works in self-employment but does not perform "substantial services." To determine whether a person performed "substantial services" in self-employment, the RRB considers:
  - the amount of time devoted to the business;
  - the type of business operated;
  - the type of service performed; and,
  - how all this compares to the work done before the person applied for the annuity increase.

### **Reduction For Earnings**

Your earnings from any employment outside the railroad industry and the earnings of family members can affect payment of your *Special Guaranty* increase as follows:

<b>If:</b>	<b>Then the amount of:</b>	<b>For months:</b>	<b>Is deducted:</b>
Employees are entitled based on age and are under Full Retirement Age (FRA) for the full calendar year,	\$1.00 for every \$2.00 which they earn over their <i>Annual Earnings Exempt Amount</i> ,	in the full calendar year,	all family member shares in the calculation of the <i>Special Guaranty</i> computation.
employees are entitled based on age and attain FRA during the calendar year,	\$1.00 for every \$3.00 which they earn over their <i>Annual Earnings Exempt Amount</i> ,	up to the month the employees attain FRA,	all family member shares in the calculation of the <i>Special Guaranty</i> computation.
spouses are under FRA for the full calendar year,	\$1.00 for every \$2.00 which spouses earn over their <i>Annual Earnings Exempt Amount</i> ,	in the full calendar year,	their shares in the calculation of the <i>Special Guaranty</i> increase.
spouses attain FRA during the calendar year,	\$1.00 for every \$3.00 which spouses earn over their <i>Annual Earnings Exempt Amount</i> ,	up to the month the spouses attain FRA,	their shares in the calculation of the <i>Special Guaranty</i> increase.
your minor or student children work,	\$1.00 for every \$2.00 which they earn over their <i>Annual Earnings Exempt Amount</i> ,	in the full calendar year,	their shares in the calculation of the <i>Special Guaranty</i> increase.

### **Garnishment For Alimony Or Child Support**

A court order can cause the RRB to pay a designated portion of your *Special Guaranty* increase to another person. Our Bureau of Law handles all alimony and child support matters and makes all decisions related to the appropriateness and acceptability of legal notices of garnishment and the removal of those orders.

### **Imprisonment Or Confinement Due To A Conviction For A Criminal Offense**

The amount of your *Special Guaranty* increase may be affected if you are, or another family member is, imprisoned or under a sentence of confinement due to a conviction for a criminal offense.

Exception: Benefits may continue to be paid to disabled employees or to disabled children who are actively and satisfactorily participating in a rehabilitation program through which they are expected to engage in substantial gainful activity within a reasonable period after release.

To be "imprisoned" or "under a sentence of confinement" means confinement to a jail, prison, or other penal institution or correctional facility. This includes any facility which is under the control and jurisdiction of a penal system, or any facility in which a person may be confined. This also includes hospitals, institutions, and halfway houses, which are used as a place of confinement. Persons under sentence of confinement to any of these facilities are considered confined even though they may go outside the facility to work, attend school, or for some other reason.

NOTE: Prisoners who are released on parole or because their sentence has ended, been suspended, or overturned are no longer considered to be confined or imprisoned.

## **Part V - Reporting Events To The RRB**

### **Work Performed By You Or Another Family Member**

The RRB will receive an annual report of your non-railroad earnings from a tape match with the Social Security Administration (SSA).

You should report your earnings or the earnings of another family member included in the *Special Guaranty* when:

1. The employment begins or ends to provide timely adjustment of your annuity;
2. The employment is not covered under the Social Security Act (SS Act); or,
3. You or the family member will earn substantially more or, less than was earned in the previous year.

### **Social Security Benefits**

Whenever you or another family member files for or receives social security benefits, notify the RRB immediately. Failure to report social security benefits could result in an overpayment.

### **Student Change In School Attendance**

Notify the nearest office of the RRB immediately when students are included in the *Special Guaranty* and any of the following events occur:

1. Students change schools;
2. Students complete the requirements for a secondary school diploma;
3. Students reduce school attendance to less than full-time or less than 20 hours per week;
4. Students stop attending school and do not intend to resume full-time attendance within the next four months; or,
5. Students start attending school that will be paid for by an employer.

### **Other Events To Report For Your Spouse**

If your spouse is included in the *Special Guaranty* computation, report to the RRB if:

1. Your marriage is terminated by death or divorce;

2. The spouse entitlement is based on child-in-care and the child leaves your spouse's care and custody; or,
3. Your spouse files for or receives a public service pension from any governmental agency or the amount of a spouse public service pension changes.

### **Other Events To Report For Your Children**

If any of your children or grandchildren are included in the *Special Guaranty* computation, report to the RRB if:

1. Any child marries, dies, is adopted, or enters military service;
2. A step-child is no longer dependent on you; or,
3. A disabled child recovers from the disability.

### **How To Report An Event**

You can call the RRB Help Line at 1-800-808-0772 to find the RRB field office nearest you, based on your ZIP code. You can also send a secure message on the Railroad Retirement Board Web Site at [www.rrb.gov](http://www.rrb.gov).

When you report an event, be sure to include all of the following:

1. Your railroad retirement claim number;
2. Your name and, when applicable, the family member's name;
3. Your daytime telephone number;
4. A clear explanation of what event you are reporting;
5. The exact date (month, day, year) of the event; and,
6. If you are reporting work, the name of the employer and the estimated earnings for the year.

When reporting a change of address, also include the new address, the old address, and the date that you will start receiving mail at the new address.

### **Office Hours**

If you wish, you may also call or visit the nearest RRB office. Most RRB offices are open from 9:00 a.m. to 3:30 p.m. If you plan on visiting an RRB office, please call for an appointment so that we can better serve you.

**NONDISCRIMINATION ON THE BASIS OF DISABILITY**

Under Section 504 of the Rehabilitation Act of 1973 and Railroad Retirement Board (RRB) regulations, no qualified person may be discriminated against on the basis of disability. RRB programs and activities must be accessible to all qualified applicants and beneficiaries, including those with impaired vision and/or hearing. Individuals with disabilities needing assistance (including auxiliary aids or program information in accessible formats) should contact the nearest RRB office.

Complaints of alleged discrimination by the RRB on the basis of disability must be filed within 90 days in writing with the

Director of Administration  
Railroad Retirement Board  
844 North Rush Street  
Chicago, Illinois 60611-2092

Questions about individual rights under this regulation may be directed to the RRB's Director of Equal Opportunity at the same address shown above.

## **FRAUD AND ABUSE HOT LINE**

Call the toll-free Fraud and Abuse **Hot Line** if you have reason to believe that someone is receiving railroad retirement or unemployment-sickness benefits to which (s)he is not entitled; that persons responsible for the financial affairs of minors or incompetent beneficiaries are misappropriating benefits; or that a doctor, hospital, or other provider of health care services is performing unnecessary or inappropriate services or is billing Medicare for services not received. You may also use the **Hot Line** to report any suspected misconduct by a Railroad Retirement Board (RRB) employee. The **Hot Line** has been installed by the RRB's Inspector General to receive any evidence of fraud or abuse of the RRB's benefit programs.

Call (toll-free) 1-800-772-4258. Or you may send your complaints in writing to:

Railroad Retirement Board  
OIG Hot Line Officer  
844 North Rush Street  
Chicago, Illinois 60611-2092

*Note – Please do not call the Inspector General's Hot Line with questions about eligibility requirements, delayed claims, or similar problems. Such matters should be directed to the nearest RRB field office.*



