

OFF-TRACK VEHICLE ACCIDENT BENEFITS

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions covering Off-Track Vehicle Accident Benefits which emanated from the National Agreements identified below:

Brother of Railroad Trainmen – July 17, 1968 Agreement – Article XI; Switchmen's Union of North America – July 29, 1968 Agreement – Article IX; Brotherhood of Locomotive Firemen and Enginemen – September 14, 1968 Agreement – Article IX; United Transportation Union (C) – March 19, 1969 Agreement – Article V; United Transportation Union (E) – April 15, 1969 Agreement – Article V; Railroad Yardmasters of America – September 20, 1968 Agreement – Article IV; United Transportation Union – August 25, 1978 Agreement – Article XIII; United Transportation Union – August 20, 2002 Agreement – Article IX.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provision, the terms of the appropriate agreement shall govern.

ARTICLE – PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

(a) Covered Conditions –

This Article is intended to cover accidents involving employees covered by this agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are

- (1) deadheading under orders or
- (2) being transported at carrier expense.

(b) Payments to be Made –

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set

forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

(1) Accidental Death or Dismemberment

The carrier will provide the loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$300,000
Loss of Both Hands	\$300,000
Loss of Both Feet	\$300,000
Loss of Sight of Both Eyes	\$300,000
Loss of One Hand and One Foot	\$300,000
Loss of One Hand and Sight of One Eye	\$300,000
Loss of One Foot and Sight of One Eye	\$300,000
Loss of One Hand or One Foot or Sight of One Eye	\$150,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight;

No more than \$300,00 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

(3) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) commencing within 30 days after such accident 80% of the employee's basic

full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$1,000 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$10,000,000 for any one accident and the carrier shall not be liable for any amount excess of \$10,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

[Amended paragraph (b) from the August 25, 1978 (UTU) Agreement]

(c) Payment in Case of Accidental Death:

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended) or if no such person survives the employee, for the benefit of his estate.

(d) Exclusions:

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

- (1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;

- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While the employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employee is commuting to and/or from his residence or place of business.

(e) Offset:

It is intended that this Article is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(f) Subrogation:

The carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

“In consideration of the payment of any of the benefits provided in Article _____, of the Agreement of _____,

 (employee or personal representative)
 agrees to be governed by all of the conditions and provisions said and set forth by Article _____.”

Savings Clause

This Article _____ supersedes as of _____, any agreement providing benefits of a type specified in paragraph (b) of hereof under the conditions specified in paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may by advising the other party in writing by _____, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article _____ in lieu of the Article _____.

MEMORANDUM OF UNDERSTANDING dated May 18, 1972, signed by Mr. William H. Dempsey, Chairman, National Railway Labor Conference and the Chiefs of all of the organizations concerned:

In connection with the provisions of the several national agreements to which the organizations signatory hereto are party, relating to payments to employees injured in off-track vehicle accidents under certain circumstances:

It is agreed that the existing time-limit-on-claims rules in national agreements or in local schedule agreements do not apply to claims filed under such off-track vehicle accident provisions. Accordingly, the rights of neither the employees nor the railroads will be prejudiced by a failure to comply with a provision of such rules.

Railroads parties to such off-track vehicle accident provisions will each designate an officer with whom any claims arising under such provisions are to be handled, and will notify General Chairmen of the officer designated.