

OFF-TRACK VEHICLE ACCIDENT BENEFITS

THE PURPOSE OF THIS IS TO PROVIDE YOU WITH INFORMATION AND GUIDELINES FOR THE FILING OF A CLAIM WHERE EMPLOYEES SUSTAIN PERSONAL INJURIES OR DEATH UNDER THE CONDITIONS SET FORTH IN THE OFF-TRACK AGREEMENT AS AMENDED SEPTEMBER 26, 1996.

IN PARTICULAR: ARTICLE V, Paragraph A. - **COVERED CONDITIONS**

THIS ARTICLE IS INTENDED TO COVER ACCIDENTS INVOLVING EMPLOYEES COVERED BY THIS AGREEMENT WHILE SUCH EMPLOYEES ARE OPERATING, RIDING IN, BOARDING, OR ALIGHTING FROM OFF-TRACK VEHICLES AUTHORIZED BY THE CARRIER AND ANY ACCIDENT WHICH OCCURS WHILE AN EMPLOYEE IS UNDER PAY.

TWO IMPORTANT POINTS AS OUTLINED IN THE MEMORANDUM OF UNDERSTANDING DATED MAY 18, 1972 PROVIDES:

- 1. EXISTING TIME LIMIT RULES IN NATIONAL AGREEMENTS OR IN LOCAL SCHEDULE AGREEMENTS DO NOT APPLY TO CLAIMS FILED UNDER OFF-TRACK VEHICLE ACCIDENT PROVISIONS.**
- 2. EACH CARRIER IS REQUIRED TO DESIGNATE AN OFFICER WITH WHOM ALL OFF-TRACK VEHICLE ACCIDENT CLAIMS ARE TO BE HANDLED.**

ENCLOSED FOR QUICK REFERENCE ARE NAMES AND ADDRESSES OF THE OFFICERS DESIGNATED BY THE PARTICIPATING CARRIERS / OFF- TRACK AGREEMENT / AND A SAMPLE CLAIM.

BRB word BOOK CLAIMS 544 5588

MEDIATION AGREEMENT A-8853
DATED FEBRUARY 10, 1971, ARTICLE V:
As Amended - October 30, 1978 and September 26, 1996

ARTICLE V - PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

Where employes sustain personal injuries or death under the conditions set forth in paragraph A below, the carrier will provide and pay such employes, 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 employes covered by this Agreement while such employes are operating, riding in, boarding, or alighting from off-track vehicles authorized by the carrier and any accident which occurs while an employe is under pay.

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 for 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 \$300,000 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 \$1,000.00 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 in 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 employe a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

C. Payment in Case of Accidental Death:

Payment of the applicable amount for accidental death shall be made to the employe'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 employe, 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 attempt thereof, 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 employe driver is under the influence of alcohol or drugs, or if an employe passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident.
- (5) While an employe is a driver or an occupancy of any conveyance engaged in any race or speed test;
- (6) While an employe is commuting to and/or from his residence or place of business.

E. Offset:

It is intended that this Article V is to provide a guaranteed recovery by an employe or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employe 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 employe 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 employe 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 May 1, 1971.

It is understood that no benefits or payments will be due or payable to any employe or his personal representative unless such employe, 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 V of the Agreement of February 10, 1971,

(employe or personal representative)

agrees to be governed by all of the conditions and provisions said and set forth by

Article V."

Savings Clause

This Article V supersedes as of May 1, 1971, any agreement providing benefits of a type specified in paragraph B 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 be advising the other party in writing by April 1, 1971, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article V in lieu of this Article V.

William E. LaRue
President



William E. LaRue
Secretary-Treasurer

Brotherhood of Maintenance of Way Employees

Affiliated with the A.F.L.-C.I.O. and C.L.C.

January 10, 1997

SENT VIA FACSIMILE AND U.S. MAIL

GENERAL CHAIRMEN WHO
REPRESENT EMPLOYEES ON
RAILROADS COVERED BY
THE SEPTEMBER 26, 1996
AGREEMENT

Dear Sirs and Brothers:

The purpose of this letter is to provide you with information and advice concerning the ongoing implementation and enforcement of the September 26, 1996 Agreement, particularly ARTICLE X - OFF-TRACK VEHICLE ACCIDENT BENEFITS and ARTICLE XV - SUBCONTRACTING.

ARTICLE X - OFF-TRACK VEHICLE ACCIDENT BENEFITS

Article X provides for significant increases in off-track vehicle accident benefits. This increase in benefits may very likely result in an increased number of claims in this area. This is to remind you that the normal claim handling procedures do not apply to claims for off-track vehicle accident benefits. In this connection, see the enclosed copy of the Memorandum of Understanding dated May 18, 1972 which provides:

1. Existing time limit rules in national agreements or in local schedule agreements do not apply to claims filed under off-track vehicle accident provisions.
2. Each carrier is required to designate an officer with whom all off-track vehicle accident claims are to be handled.

If you do not have a current carrier officer designated to handle off-track vehicle accident claims, I suggest that you remind your carrier of its obligations to designate such an officer so you will be in a position to promptly handle any claim that may arise under the off-track vehicle accident provisions.

President's Dept.
FAX 810-848-7180

Suite 208
24225 Evergreen Road
Spurfield, MI 48978-4228
Telephone 810-848-1018

Secretary-Treasurer's Dept.
FAX 810-848-8148

MEMORANDUM OF UNDERSTANDING

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 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 Chairman of the officer designated.

SIGNED AT WASHINGTON, D. C. THIS 18th DAY OF MAY 1972

For the Railroads
Parties to the Agreements
Identified Herein:

/sd/ William H. Dempsey
Chairman,
National Railway Labor
Conference

For the Employees
Parties to the Agreements
Identified Below:

Brotherhood 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

/sd/ Al H. Cheeser
President, United Transportation
Union

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Railroad Yardmasters of America
September 20, 1963 Agreement -
Article IV

/sd/ A. T. Otto, Jr.
President

Brotherhood of Locomotive Engineers
March 10, 1969 Agreement - Article IV

/sd/ C. J. Coughlin
President

Brotherhood of Railroad Signalmen
April 21, 1969 Agreement - Article IV

/sd/ C. J. Chamberlain
President

Brotherhood of Maintenance of Way
Employees
February 10, 1971 Agreement -
Article V

/sd/ Harold G. Crotty
President

Hotel and Restaurant Employees and
Bartenders International Union
February 10, 1971 Agreement -
Article V

/sd/ Richard W. Smith
Vice President

Brotherhood of Railway, Airline and
Steamship Clerks, Freight Hand-
lers, Express and Station Employees
February 23, 1971 Agreement -
Article V

/sd/ G. L. Dennis
President

United Transport Service Employees
March 26, 1971 Agreement - Article IV

/sd/ George F. Sebatia
President

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American Train Dispatchers Association
April 20, 1971 Agreement - Article IV

/sd/ Charles R. Pfennig
President

International Association of
Machinists and Aerospace Workers
International Brotherhood of Boiler-
makers, Iron Ship Builders, Black-
smiths Forgers and Helpers
International Brotherhood of
Electrical Workers
Brotherhood Railway Carmen of the
United States and Canada
October 7, 1971 Agreement - Article
IV

International Brotherhood of Firemen
and Oilers
February 11, 1972 Agreement - Article IV

Sheet Metal Workers' International
Association
May 12, 1972 Agreement - Article IV

/sd/ James E. Yost
President
Railway Employee Department, AFL-CIO

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_____, 2010

Debbie Fore
Director Labor Relations
CSX Transportation
500 Water St. - 7th Floor J455
Jacksonville, Fl. 32202

Attn: Linda Miraflor (via fax)

Dear Madam:

This has reference to the Mediation Agreement -A-8853, dated February 10, 1971, Article V: as amended - October 30, 1978 and September 28, 1996.

In particular: Paragraph - COVERED CONDITIONS

"This article is intended to cover accidents involving employes covered by this Agreement while such employes are operating, riding in, boarding, or alighting from off track vehicles authorized by the carrier and any accident which occurs while an employee is under pay."

Item 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 the time actually lost, subject to a maximum payment of \$1,000.00 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."

On _____ (date & name) _____, (was driver and / or passenger) of vehicle authorized by the carrier that was involved in an accident. Mr. _____ sustained injuries that rendered him medically disqualified from work. Mr. _____ applied and (qualified / failed to qualify) for benefits payable under the provisions of the RUIA sickness plan.

In accordance with the agreement governing Off-Track Vehicle Accident Benefits, on behalf of _____, I request that the carrier as outlined above in item 3-TIME LOSS compensate him.

Please advise as to the amount and schedule of payment.

Sincerely,

.....

.....

_____, 2010

Mr. James H. Veverka
N&S Corp.
Director of Claims
Three Commercial Place 12th Floor
Norfolk, VA. 23510

Dear Sir:

This has reference to the Mediation Agreement -A-8853, dated February 10, 1971, Article V: as amended - October 30, 1978 and September 26, 1996.

In particular: Paragraph - COVERED CONDITIONS

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Please advise as to the amount and schedule of payment.

Sincerely,

.....

DESIGNATED CARRIER OFFICERS

CSX TRANSPORTATION:

DEBBIE FORE
DIRECTOR LABOR RELATIONS
CSX TRANSPORTATION
500 WATER ST. - 7TH FLOOR, J455
JACKSONVILLE, FL. 32202

A CLAIM CAN BE FAXED: ATTENTION: LINDA MIRAFLORES / FAX - 904.366-4109

NORFOLK & SOUTHERN:

MR. JAMES H. VEVERKA
N&S CORP.
DIRECTOR OF CLAIMS
THREE COMMERCIAL PLACE 12TH FLOOR
NORFOLK, VA. 23510

TELEPHONE: 757-823-4516 / FAX: 757-823-5289

CANADIAN NATIONAL / CN:

MELISSA FOUNTAIN
CN BENEFITS DEPT.
17641 S. ASHLAND AVE.
HOMewood, IL. 60431

TELEPHONE: 708-332-3563 / FAX: 708-332-3580

INDIANA HARBOR BELT / IHB

MARY KAY CONLEY
MANAGER HUMAN RESOURCES
2721- 100 NORTH 61 ST. STREET
HAMMOND, IN. 46326

TELEPHONE: 219-989-4923 / FAX: 219-989-4967

SPRINGFIELD TERMINAL (PAN AM RAILWAYS)

PAM HITCHCOCK
PAN AM RAILWAYS
IRON HORSE PARK
NORTH BILLERICA, MA. 01862

TELEPHONE: 978-663-1195