

ARTICLE 53 - OFF-TRACK VEHICLE ACCIDENT BENEFITS

(Article XI of the July 17, 1968 National Agreement,
as revised by Article XIII of the August 25, 1978
National Agreement)

Indicated

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 riding in, boarding, or alighting from off-track vehicles authorized by the Carrier and are

- (1) deadheading under order or
- (2) being transported at Carrier expense.

(b) Payments To Be Made:

In the event that any 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	\$150,000
Loss of Both Hands	\$150,000
Loss of Both Feet	\$150,000
Loss of Sight of Both Eyes	\$150,000
Loss of One Hand and One Foot	\$150,000

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Indicated

Loss of One Hand and Sight of One Eye	\$150,000
Loss of One Foot and Sight of One Eye	\$150,000
Loss of One Hand or One Foot or Sight of One Eye	\$ 75,000

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

No more than \$150,000 will be paid under this paragraph to any one employe 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 employe 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 employe who is injured as a result of an accident covered under Paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employe's basic full-time weekly compensation from the Carrier for time actually lost, subject to a maximum payment of \$150.00 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 employe 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 \$1,000,000 for any one accident and the Carrier shall not be liable for any amount

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in excess of \$1,000,000 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 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 employe driver is under the influence of alcohol or drugs, or an employe passenger who is under the influence of alcohol or drugs who in any way contributes to the cause of the accident;
- (5) While an employe is a driver or an occupant of any conveyance engaged in any race or speed test;

(Article 53, Cont'd)

Ditto

(6) While an employe 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 employe or his personal representative under the circumstances described, and that receipt or 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 September 1, 1968.

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 XI of the Agreement of July, 1968.

(employe or personal representative)

agrees to be governed by all of the conditions and provisions said and set forth by Article XI."

(Article 53, Cont'd)

Ditto

Savings Clause:

This Article supersedes as of September 1, 1968 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 by advising the other party in writing by August 15, 1968, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article in lieu of this Article.