

## **ARTICLE X – OFF-TRACK VEHICLE ACCIDENT BENEFITS**

Article IV (b) of the March 10, 1969 Brotherhood of Locomotive Engineers Agreement is hereby amended to read as follows:

(b) Payments to be made:

at 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 GAA23000 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

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 \$ 75,000

of One Eye

"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 \$150,000 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 GAA23000 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) hereof and who is unable to work as a result thereof 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 \$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 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 \$1,000,000 for any one accident and the carrier shall not be liable for any amount 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 employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

Agreement.

This Article will become effective 90 days after the date of this