

**SUMMARY PLAN DESCRIPTION**  
**OFF-TRACK VEHICLE ACCIDENT AGREEMENTS**  
**BETWEEN**  
**NORFOLK SOUTHERN RAILWAY COMPANY AND**  
**PARTICIPATING EMPLOYERS LISTED IN**  
**APPENDIX I AND THEIR EMPLOYEES**

Represented by:

Brotherhood of Locomotive Engineers and Trainmen  
Brotherhood of Railroad Signalmen  
International Brotherhood of Boilermakers and Blacksmiths  
Sheet Metal Air Rail Transportation Union – Transportation Division  
American Train Dispatcher Association  
Transportation Communications International Union  
Brotherhood of Railway Carmen Division – TCIU  
International Association of Machinists & Aerospace Workers  
International Brotherhood of Electrical Workers  
Sheet Metal Air Rail Transportation Union – Mechanical Division  
National Conference of Firemen & Oilers

The Off-Track Agreement provides accident benefits to eligible employees who are injured while being transported under covered conditions.

The Off-Track Agreement was established pursuant to supplemental agreements between the Participating Employers listed in Appendix I and the Labor Organizations listed above. Those collectively bargained provisions constitute the written documents under which the Norfolk Southern Corporation Off-Track Vehicle Accident Plan (referred to as the Plan) is maintained.

The Plan is an employee welfare benefit plan that is governed by the Employee Retirement Income Security Act of 1974 (ERISA). The Plan is sponsored and administered by Norfolk Southern Corporation. This document is the summary plan description which is required under ERISA.

### **ELIGIBILITY**

You are covered by this Plan if you are employed by Norfolk Southern Railway Company or one of the Participating Employers listed in Appendix I and are represented for purposes of collective bargaining by one of the employee organizations listed on the front page of this description.

### **COVERAGE**

This Plan was established to provide you with certain benefits in case you are injured in an accident while riding in, boarding, or alighting from off-track vehicles authorized by the Carrier and are deadheading under orders or being transported at Company expense (a "covered accident"). The complete details of coverage are contained in the collective bargaining agreements.

### **BENEFITS**

If you are an eligible employee and are injured in a covered accident, as defined above, you or your estate are entitled to the following schedule of benefits:

- 1) Death or Dismemberment occurring within 120 days after a covered accident from injuries caused by that accident:

<u>Loss of</u>	<u>Amount of Benefit</u>
Life	\$300,000
Both Hands	\$300,000
Both Feet	\$300,000
Sight of Both Eyes	\$300,000
One Hand and One Foot	\$300,000
Either Hand or Foot and Sight of One Eye	\$300,000
Either Hand or Foot	\$150,000
Sight of One Eye	\$150,000

## **OFFSETS**

An employee or personal representative who receives benefits under this Plan is not barred from pursuing any remedy under the Federal Employers' Liability Act or any other law. However, the Participating Employer is entitled to an offset in the amount of any benefits received under this Plan against any recovery obtained by the employee or personal representative.

## **SUBROGATION**

The Participating Employer shall be subrogated to any right of recovery that you or your personal representative may have against any party for loss to the extent that the Participating Employer has made payments under this Plan.

## **REQUIREMENT TO AGREE TO TERMS**

No benefits will be due or payable to you or your personal representative unless you sign a stipulation agreeing to be governed by all of the conditions and provisions set forth in the collective bargaining agreement governing the benefits under this Plan.

## **EXCLUSIONS**

You will become ineligible for coverage under this Plan when your employment with the Participating Employers is permanently terminated or you are transferred to a nonagreement position.

Benefits under this Plan will not be provided if injury or death is caused by any of the following conditions:

- 1) Intentionally self-inflicted injuries, suicide or attempted suicide while sane or insane;
- 2) Declared or undeclared war or any act of war;
- 3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- 4) Accidents and resulting death or injuries occurring while a covered employee driver is under the influence of alcohol or drugs or if caused in any way by an employee passenger who is under the influence of alcohol or drugs;
- 5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test; or
- 6) While an employee is commuting to and/or from his residence or place of business.



“Loss” as it applies to feet and hands means dismemberment by severance through or above wrists or ankle joints, and with regard to eyes, entire and irrecoverable loss of sight. You will be paid no more than \$300,000 as the result of any one accident. Any amount payable from The Railroad Employees National Health and Welfare Plan or a medical or insurance policy or plan wholly paid by a Participating Employer will be deducted from the expenses this Plan will cover.

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, or if no such person survives the employee, for the benefit of his estate.

2) Medical and Hospital Care:

Expenses for medical treatment and hospital care will be paid, up to a limit of \$3,000 for any one accident. Treatment for injuries incurred in a covered accident must begin within 120-days of the accident in order to be compensable. Any amount payable from The Railroad Employees National Health and Welfare Plan or a medical or insurance policy or plan wholly paid by a Participating Employer will be deducted from the expenses this Plan will cover.

3) Time Loss:

The carrier will provide an employee who is injured as a result of a covered accident 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 a sickness benefits under provisions of the Railroad Unemployment Insurance Act. If you fail to apply for RUIA benefits, the amount you would have received will nevertheless be deducted from the amount payable under this Plan.

### **AGGREGATED LIMIT ON LIABILITY**

In addition to the limits mentioned for each type of benefit payment, the Participating Employers will not be liable to pay more than \$10,000,000 for all employees involved in an accident. If claims by you and your co-workers arising from the same accident exceed \$10,000,000 when combined, you will be paid under the Plan only your proportionate share of \$10,000,000.

## **CLAIMS AND APPEALS**

A claim for benefits under this Plan must be submitted as soon as practicable to the Regional Manager Claims of Norfolk Southern Corporation at the address or fax number shown below:

Ms. Leah Lyons  
Regional Manager Claims  
Norfolk Southern Corporation  
Three Commercial Place  
Norfolk, VA 23510  
Fax: 757-823-5998

The claim for benefits should include: the date of the accident; the employee's name, employee identification number and contact information; and a description of the incident or basis for the claim.

A decision on the claim will be made within a reasonable period of time after the claim is filed. If a claim is denied, in whole or in part, a denial notice will be provided setting forth the specific reason for the denial and notifying the claimant of the right to appeal the decision in accordance with the grievance and arbitration procedure established under the collective bargaining agreement and Section 3 of the Railway Labor Act, as amended.

The procedures under the collective bargaining agreement with the listed Labor Organizations govern the filing of benefit claims, the initial disposition of claims, and the grievance and arbitration procedure for handling adverse benefit determinations under this Plan.

## **TAXATION OF BENEFITS**

The Participating Employers make no representations concerning tax treatment of the benefits made under this Plan under federal, state or local laws. The applicable Employer will withhold any income, employment or other taxes it determines is required by law to withhold. Participants are solely responsible and liable for the satisfaction of any taxes that may arise with respect to Plan benefits. No Participating Employer or any of its employees, officers, directors or agents shall have any obligation whatsoever to pay such taxes, to prevent participants from incurring them, or to mitigate or protect participants from any such tax liabilities.

## **TYPE OF ADMINISTRATION AND FUNDING**

You are not required or permitted to pay anything to the Plan. All costs are paid by the Participating Employers from general funds; there is no separate accumulation of assets or an insurance fund for the Plan's benefits.

The Plan Administrator has delegated to the Regional Manager Claims the discretionary authority to make all initial determinations as to the eligibility and right of any person to a benefit under the Plan, as described above.



## **YOUR RIGHTS UNDER ERISA**

As a participant in the Off-Track Vehicle Accident Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

### *Receive Information About Your Plan and Benefits*

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including collective bargaining agreements, and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor, and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request of the Plan Administrator, copies of documents governing the operation of the plan, including collective bargaining agreements, and copies of the latest annual report (Form 5500 series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

### *Prudent Actions by Plan Fiduciaries*

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries.

No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

### *Enforce Your Rights*

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you

may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

#### *Assistance with Your Questions*

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

#### Name of Plan, Name and Address of Plan Administrator

Norfolk Southern Corporation Off-Track Vehicle Accident Plan  
Plan Administrator, Executive Vice President – Administration  
Norfolk Southern Corporation  
Three Commercial Place  
Norfolk, VA 23510-0203

#### Plan Year

The Plan's fiscal year begins on January 1 and ends on December 31.

#### Agent For Service Of Legal Process

General Counsel - Litigation  
Law Department  
Norfolk Southern Corporation  
Three Commercial Place  
Norfolk, VA 23510-9241

Service may also be made upon the Plan Administrator.

#### Plan Number - 508

Type of Plan - The Plan is a welfare benefit plan as defined in ERISA Section 3(1).

#### Employer Identification Number

The Employer Identification Number for Norfolk Southern Corporation is 52-1188014.

## **APPENDIX I – PARTICIPATING EMPLOYERS**

Norfolk Southern Railway Company  
The Cincinnati, New Orleans, and Texas Pacific Railway Company  
The Alabama Great Southern Railroad Company  
Georgia Southern and Florida Railway Company  
Central of Georgia Railroad Company  
Tennessee, Alabama and Georgia Railway Company  
Tennessee Railway Company