

**TERMS OF AGREEMENT BETWEEN  
Brotherhood of Maintenance of Way Employees/IBT  
And  
Union Pacific Railroad**

The following provisions will apply to the territories coming within the jurisdiction of the collective bargaining agreements (CBA) dated January 1, 2011 (MP), July 1, 2001 (UP), November 1, 2001 (CNW), and December 31, 2003 (SPWL), subject to all Class 1 railroads reaching Carrier-specific agreements regarding away from home expense issues and the ratification of the National Agreement between the Brotherhood of Maintenance of Way Employees Division/IBT (BMWED) and the National Carriers' Conference Committee.

- Effective no more than sixty (60) calendar days after ratification, per diem allowances for meals will be increased by \$4.00 applied to the weighted average of straight time days worked by employees headquartered on-line in a month. That adjustment results in the following per diem allowances paid according to work schedules, as follows (a chart showing the methodology and calculations used to create the allowances is attached as Appendix 1 to this Agreement):

	Meals	Lodging	Incidental	
Compressed halves – 10 or more hours	\$ 118.47	\$ 29.00	\$ 77.00	\$ 12.47
4 10s	\$ 108.82	\$ 29.00	\$ 77.00	\$ 2.83
8 hour work days	\$ 86.01	\$ 29.00	\$ 57.01	

- Per diem allowances provided to employees headquartered on-line or in other mobile service will only be paid on days when compensated service is performed and days scheduled but not worked at the direction of management (e.g., Hours of Service required rest for CDL drivers, inclement weather).
- No per diem allowance will be paid to an employee headquartered on-line or in other mobile service who is working (work site reporting) within fifty (50) miles of their residence.
- Per diem allowances for meals will increase an additional two dollars (\$2.00) on January 1, 2015.

	Meals	Lodging	Incidental	
Compressed halves – 10 or more hours	\$ 120.47	\$ 31.00	\$ 77.00	\$ 12.47
4 10s	\$ 110.82	\$ 31.00	\$ 77.00	\$ 2.83
8 hour work days	\$ 88.01	\$ 31.00	\$ 57.01	

- The increases to meal and lodging allowances listed in sections 1 and 4 above will be applicable to any Collective Bargaining Agreement provision for payment of meals and lodging other than where a higher allowance or uncapped actual and necessary expenses are allowed. If lodging is not provided by the Company, the schedule of the employee's position will determine the amount of reimbursement or allowance for lodging. Agreement provisions that allow paid lodging and meals for employees who stay at the work location on

their rest days are also amended to the amounts above. Meal allowances are not payable on days when lodging is not reimbursed or provided by the Company.

6. The parties agree to the creation of a Trainee position, which will be an entry level position for new hires.
  - a. The Carrier may hire entry level positions (trackman, laborers and helpers) as Trainee positions without a vacancy.
  - b. Employees hired as a Trainee will not be subject to exercises of seniority (examples include bids or displacements) during his or her probationary period.
  - c. At the expiration of the Trainee's probationary period, he or she must bid to a vacant position or report for recall. If no extra work is available, he or she will be furloughed.
  - d. Trainees may be assigned to permanent positions which have been previously bulletined, prior to the expiration of their probationary period with their manager's approval. If so assigned, the trainee may be displaced by senior employees in the normal exercise of seniority rights.
  - e. If a regularly assigned employee would otherwise furlough and a newly hired employee is occupying a Trainee position at a location where the regularly assigned employee possesses seniority rights, the Company and General Chairman will confer and determine how to keep the regularly assigned employee in compensated service so long as a new hire is occupying a Trainee position in that district/division.
7. An unqualified employee awarded a welder or crane operator (>30 tons) position can only bid to positions with the same or a higher rate of pay and cannot voluntarily accept an assignment in a lower rated position during the twelve (12) month period after assignment. This provision does not change any other Agreement provisions that have similar restrictions on seniority for any other positions.
8. The increases to meal and lodging allowances listed in sections 1 and 4 above will be applicable to "D" designated prior right employees holding Machine Operator positions, as outlined in Attachment B dated November 19, 1998, of the D&RGW Implementing Agreement. However, that Agreement is amended such that no allowance will be paid to an employee who is working (work site reporting) within fifty (50) miles of their residence.
9. The Carrier may establish alternative work weeks and change work schedules (5 8 hour days per week; 4 10 hour days per week and compressed halves) for employees headquartered on-line, as follows:

#### **ALTERNATIVE WORK WEEK AND REST DAYS**

- (a) The Carrier may establish by bulletin production crews (including locally based supporting forces) with a work week consisting of five (5) eight (8) hour days followed by two (2) consecutive rest days. One of those rest days will be either a Saturday or a Sunday, and both weekend days will be designated as rest days where there is no need for weekend work.
- (b) The Carrier may establish by bulletin gangs with a work week consisting of four (4) ten (10) hour days, followed by three (3) consecutive rest days, in lieu of five (5) eight (8) hour days. The rest days of such compressed workweek will include either Saturday or Sunday. However, where there is no need for weekend work, production crews will be given both weekend days as rest days.

Note: Work week schedules under this Rule are subject to "Consecutive Compressed Half Work Periods" sections (d) and (e).

(c) (1) Rules in effect covering payment for service performed on rest days will apply.

(2) Rules in effect covering payment for the performance of all overtime work other than on rest days is amended to the extent that employees assigned to work as provided in paragraph (b) of this Rule will be compensated at the overtime rate for work performed in excess of ten (10) hours on an assigned work day, except as provided in paragraphs (d), (e), and (f) of this Rule.

(i) If the work week is Monday through Thursday and one of the recognized holidays provided for in the applicable collective agreement occurs on Monday or Thursday, employees assigned to work such work week will work ten (10) hours and forty (40) minutes on the three remaining work days of that work week at the straight-time rate of pay.

(ii) Employees who qualify for holiday allowance under existing rules will be paid eight (8) hours at the straight time rate for such holiday.

(iii) If one of the recognized holidays provided for in the applicable agreement occurs on Tuesday or Wednesday, employees assigned to such work week will observe Thursday as the holiday and will work ten (10) hours and forty (40) minutes on the three remaining work days of that work week at the straight time rate of pay. Employees who qualify for holiday allowance under existing rules will be allowed eight (8) hours at the straight time rate for Thursday observed in lieu of the holiday.

(d) If employees assigned to a four (4) day week provided for in this Rule are required to work on a recognized holiday for which no other day is substituted, or is required to work on a day substituted for a recognized holiday, they will be compensated for such service at the time and one half rate in accordance with existing rules in addition to the holiday pay if qualified.

(e) There will be no change in rules applicable to holidays occurring on rest days of employees assigned to service pursuant to the provisions of this rule.

(f) For vacation qualifying purposes, employees assigned to a four (4) day workweek as provided for herein will be allowed credit of one and one-quarter (1.25) days for each day worked during the calendar year.

(g) Employees absent on vacation for which qualified during the period the gang to which assigned is working a four (4) day work week, as provided for in this Rule, will be compensated while on vacation on the basis of ten (10) hours per day at the pro rate and one and one-quarter (1.25) days charged against the number of vacation days to which entitled.

## CONSECUTIVE COMPRESSED HALF WORK PERIODS

(a) The Carrier may establish by bulletin gangs with an alternative work period of a consecutive compressed half work period. The consecutive compressed half will consist of consecutive workdays that may be regularly assigned with eight (8) or more hours per day (i.e. 8, 9, 10, 11, or 12 hour workdays) and accumulated rest days, with the preference being 10 or more hour workdays except in cases of operational necessity. The Carrier will provide written notice to the appropriate General Chairmen with a description of the operational necessity requiring the eight (8) or nine (9) hour workday schedule. The consecutive compressed half will commence on the first calendar day of the payroll period with scheduled work days followed by consecutive accumulated rest days (T1 schedule) or will begin with consecutive accumulated rest days followed by scheduled work days (T2 schedule). The consecutive compressed half arrangement will equal the number of hours worked as if the assignment was for a normal half with 8-hour workdays. Accumulated rest days for employees assigned to a gang working a consecutive compressed half arrangement will consist of the remaining days in the payroll period. The work days and rest days of the consecutive compressed half work period may be scheduled on a non-consecutive basis for governmental regulations.

(b) Where it would be required to work a fraction of a day on a consecutive compressed work period arrangement under (a) in order to equal the number of hours in the period, respectively, the remaining hours will be distributed and worked throughout the compressed work period unless agreed to work a partial day at the end thereof.

(c) Employees working a compressed work period under paragraph (a) will have their workdays and rest days set forth in writing a minimum of five (5) workdays in advance of the beginning of the consecutive compressed half work period arrangement and said written notice will be posted at convenient locations accessible to the employees affected and copied to the appropriate General Chairman.

(d) Temporary change of schedule

Employees assigned as local supporting crews to a production gang or employees working within the window of a production gang assigned to a consecutive compressed half work period may have their work week schedules changed with seven (7) calendar days' notice (with a copy to the appropriate General Chairmen) for the duration of the project. Notice will include information about the project schedule and when the employees will be returned to their regular work week schedule and shift. The intent of the schedule change is to take advantage of the track curfew and will not result in less than a 40 hour work week and will provide appropriate rest.

Example: The calendar below illustrates the application of this Rule when a local gang working a Monday through Friday eight (8) hour day schedule is assigned to provide support for a production gang working a compressed T1 schedule for one (1) payroll half. The local gang is afforded rest days on the first two days of their normal work week (Monday and Tuesday). The local gang then works the T1 schedule of the production gang, in this example eight (8) days of eleven (11) hours each, due to an eighty-eight (88) hour payroll half. As the project is completed, the local gang then returns to its schedule on the following Monday, after observing four (4) rest days.

The local gang is compensated forty (40) straight-time hours as required in the applicable Rule(s), and four (4) overtime hours to compensate for the additional time worked in the week.

Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Hours
29 REST	30 REST	31 REST	1 11 HRS	2 11 HRS	3 11 HRS	4 11 HRS	40 ST 4 OT
5 11 HRS	6 11 HRS	7 11 HRS	8 11 HRS	9 REST	10 REST	11 REST	40 ST 4 OT
12 REST	13 8 HRS	14 8 HRS	15 8 HRS	16 8 HRS	17 8 HRS	18 REST	40 ST

In this example, notice would have been given at least by the 23<sup>rd</sup> of the prior month (seven (7) days prior to the change of schedule).

(e) Regular change of schedule

Employees assigned by bulletin to a consecutive compressed half work period may have their work period changed by Notice from the Carrier from a T-1 to a T-2 schedule or vice versa or changed from a consecutive compressed half work period to either a 4-10 or 5-8 work week arrangement or vice versa. The Carrier will make the work schedules available for employees prior to the beginning of each year so that employees are aware of the intended work schedules.

If the compressed half work period schedule changes from the advertised schedule from either a T-1 to a T-2 schedule or vice versa or from a compressed half work period to either a 4-10 or 5-8 work week or vice versa, the Carrier will provide notice at least from the beginning of the payroll period prior to the schedule change. For changes from a work week arrangement, the notice shall be at least from the beginning of the work week prior to the schedule change. Such change will be in effect for a minimum of a payroll period. An employee who has their work period rearranged in this manner will have the privilege of exercising seniority in accordance with applicable rules, upon written notification to his Manager within three (3) calendar days of the notice. The employee may rescind his decision by written notice to the Manager prior to the end of the work cycle. Such exercise of seniority will be granted at the end of the payroll period or work week just prior to the change in schedule.

Employees exercising seniority pursuant to this section may not displace another position working the same schedule as the one the employee's gang will assume in the next work cycle. An employee exercising seniority under this section to another gang will be deemed to have assumed as acceptable the advertised schedule of the gang into which they have displaced. An employee's previous acceptance of schedule changes does not affect the employee's rights under this section regarding a subsequent schedule change from the advertised work schedule. The advancement or delay of the work schedule is not a change that allows an exercise of seniority under these provisions.

(f) Rules in effect covering payment for service performed on rest days will apply to those accumulated rest days provided within this rule.

(g) Except for any distributed hours provided for in paragraph (b) and (c), time worked prior to or after the assigned daily hours will be paid at the overtime rate in accordance with the overtime provisions of the Agreement.

(h) Observance of holidays will be handled as follows:

(1) Unless agreed otherwise by a majority of the gang members and the appropriate Manager, if a holiday falls on a Monday, Tuesday, Wednesday, Thursday, Friday or Sunday, the holiday will be observed at the end of the compressed work period and the amount of service hours ordinarily scheduled in line with the terms of this Agreement will be reduced by eight (8).

(2) If a holiday falls on a Saturday, there will be no reduction in the amount of service hours ordinarily scheduled in line with the terms of this Agreement.

(3) With a signed election in writing by a majority of the employees subject to a compressed work period arrangement defined under paragraph (a) and with the concurrence of the Manager, accumulated rest days provided herein may be used for workdays to make up time and observe the Thanksgiving and Christmas holidays, but not limited to these holidays, on their normal observed days. Under this same approval process, rest days may be worked in exchange for time off on workdays immediately preceding and/or following such holidays. Any rest days worked under this provision will be in the pay period the holiday is observed and will be paid for at the straight time rate. New Year's Day will not be subject to the provisions of this Rule. Employees however will be permitted to return to the gang on the day following the day New Year's Day holiday is observed. The work period will be extended one additional day to accommodate such travel.

(4) Employees who qualify for holiday allowances under existing rules will be compensated eight (8) hours at the straight time rate for the holiday involved.

(5) If required to perform service during the hours at the end of the compressed work period observed as the holiday, employees will be compensated at the overtime rate.

(i) For vacation qualifying purposes, employees assigned to a compressed work period arrangement as provided herein will be allowed credit for each day worked during the calendar year as follows:

Work Hours	Credit
8	1
9	1.125
10	1.25
11	1.375
12	1.5

(j) Where the hours of the fraction of a day contemplated in paragraph (b) of this Article are distributed throughout the compressed work period, there will be no additional vacation credit allowed. If at the end of the calendar year an employee's vacation qualifying days would be adversely affected as a result of this provision, upon presentation of proof of an adverse impact, vacation qualifying days will be adjusted accordingly.

(k) Employees who observe their vacation while assigned to a gang working a compressed work period arrangement will be compensated on the basis of the gang's regular assigned hours, at the pro rata rate and will be charged the number of vacation days based upon the ratio in paragraph (i).

(l) Due to the unique circumstances involved with working a compressed half arrangement, meal periods will be observed as follows:

(1) Regular Meal Periods – Regular Meal Periods will be observed at the work site or another convenient location between the beginning of the fifth hour and the beginning of the seventh hour after the assigned starting time. The meal period will not be less than thirty (30) minutes not more than one (1) hour. The meal period may be accorded the employees individually or collectively as a gang.

When Regular Meal Period is Not Observed - It is the intent of this rule to allow the employees a meal period at the designated time. Whenever the meal period cannot be observed within the prescribed time period because of unusual circumstances and is worked, it will be paid for at the pro rata rate and the affected employees will be allowed a meal period of at least twenty (20) minutes with pay in which to eat at the first opportunity. If the twenty (20) minute meal period is not afforded within the regular hours of assignment, the meal period will be paid for at the overtime rate.

(2) Additional Meal Period – If the employees are scheduled to work ten (10) or more hours per day and are worked beyond the 13th hour after the assigned starting time, the employees will be accorded a meal period with pay commencing with the 14th hour. The meal will be paid for and provided by the Carrier. Subsequent meals and meal periods provided by the Carrier will be allowed at intervals of not more than six (6) hours computed from the end of the last meal period allowed. In the event a meal period is not afforded at the designated time, the employees will be compensated at double their existing rate of pay from that time until such time as they are accorded a meal period; there will, however, be no compounding of the penalty payments provided herein.

(m) Should any disputes arise regarding the application of this Agreement, the General Chairman and the designated Labor Relations officer will meet in an attempt to resolve any and all issues.

(n) The provisions of the rule apply to a gang as a whole and not individual employees and is designed to improve productivity, and the composition of employee's rest hours to afford employees a greater opportunity for extended visits to their homes. No claims will be filed on behalf of any employees subject to this rule. Except as provided herein, existing practices, understandings, or any other Agreements regarding the assignment of work periods are not modified.

10. Except for the per diem increase described in paragraph 4, the provisions of this agreement will become effective sixty (60) calendar days after ratification.

Agreed on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**FOR THE UNION PACIFIC  
RAILROAD COMPANY:**

**FOR THE EMPLOYEES  
REPRESENTED BY THE  
BROTHERHOOD OF  
MAINTENANCE OF WAY  
EMPLOYEES/IBT:**

**MEDIATION AGREEMENT**

THIS AGREEMENT, made this 25<sup>th</sup> day of April, 2012, by and between the participating carriers listed in Exhibit A attached hereto and hereby made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the Brotherhood of Maintenance of Way Employees Division-International Brotherhood of Teamsters:

**IT IS HEREBY AGREED:**

**ARTICLE I - WAGES**

**Section 1 - First General Wage Increase**

On July 1, 2010, all hourly, daily, weekly, and monthly rates of pay of employees covered by this Agreement in effect on the preceding day shall be increased in the amount of two (2) percent applied so as to give effect to this increase in pay irrespective of the method of payment. The increase provided for in this Section 1 shall be applied as follows:

(a) Hourly Rates -

Add 2 percent to the existing hourly rates of pay.

(b) Daily Rates -

Add 2 percent to the existing daily rates of pay.



(c) Weekly Rates -

Add 2 percent to the existing weekly rates of pay.

(d) Monthly Rates -

Add 2 percent to the existing monthly rates of pay.

(e) Disposition of Fractions -

Rates of pay resulting from application of paragraphs (a) through (d) above which end in fractions of a cent shall be rounded to the nearest whole cent. Fractions less than one-half cent shall be dropped, and fractions of one-half cent or more shall be increased to the nearest full cent.

(f) Piece Work -

Adjustment of piece-work rates of pay shall be based on the amount of increase applicable to the basic hourly rates for the class of work performed. Where piece-work rates of pay are in effect on carriers having special rules as to the application of any increase, or decrease, in such rates, such rules shall apply.

(g) Deductions -

Insofar as concerns deductions, which may be made from the rates resulting from the increase herein granted, under Section 3(m) of the Fair Labor Standards Act of 1938, they may continue to be made to the extent that such deductions were being legally made as of August 31, 1941.

(h) Application of Wage Increase -

The increase in wages provided for in this Section 1 shall be applied in accordance with the wage or working conditions agreement in effect between each carrier and the labor organization party hereto. Special allowances not included in fixed hourly, daily, weekly or monthly rates of pay for all services rendered, and arbitraries representing duplicate time payments, will not be increased. Overtime hours will be computed in accordance with individual schedules for all overtime hours paid for.

**Section 2 - Second General Wage Increase**

Effective July 1, 2011, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on June 30, 2011 for employees covered by this Agreement shall be increased in the amount of two-and-one-half (2.5) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in this Section 2 shall be applied in the same manner as provided for in Section 1 hereof.

**Section 3 - Third General Wage Increase**

Effective July 1, 2012, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on June 30, 2012 for employees covered by this Agreement shall be increased in the amount of four-and-three-tenths (4.3) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in this Section 3 shall be applied in the same manner as provided for in Section 1 hereof.

**Section 4 - Fourth General Wage Increase**

Effective July 1, 2013, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on June 30, 2013 for employees covered by this

Agreement shall be increased in the amount of three (3) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in this Section 4 shall be applied in the same manner as provided for in Section 1 hereof.

#### **Section 5 - Fifth General Wage Increase**

Effective July 1, 2014, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on June 30, 2014 for employees covered by this Agreement shall be increased in the amount of three-and-eight-tenths (3.8) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in this Section 5 shall be applied in the same manner as provided for in Section 1 hereof.

#### **Section 6 - Sixth General Wage Increase**

Effective January 1, 2015, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on December 31, 2014 for employees covered by this Agreement shall be increased in the amount of three (3) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in this Section 6 shall be applied in the same manner as provided for in Section 1 hereof.

### **ARTICLE II – LUMP SUM PAYMENT**

(a) A lump sum payment shall be made to each employee subject to this Agreement who has an employment relationship with the carrier as of the date such lump sum is paid or who has retired or died subsequent to October 31, 2010. Such lump sum shall be paid no later than ninety (90) days after the date of this Agreement. There shall be no duplication of lump sum payments by virtue of employment under an agreement with another organization.

(b) The lump sum amount payable to an eligible employee shall be a lump sum equivalent to 1% of straight time earnings paid to that employee for the twelve month period November 1, 2010 through October 31, 2011, after application of the July 1, 2010 and July 1, 2011 general wage increases provided for in Article I.

## **ARTICLE III - HEALTH AND WELFARE**

### **Part A - Plan Changes**

#### **Section 1 - Continuation of Plans**

The Railroad Employees National Health and Welfare Plan ("the Plan"), the Railroad Employees National Dental Plan ("the Dental Plan"), the Railroad Employees National Early Retirement Major Medical Benefit Plan ("ERMA"), and the Railroad Employees National Vision Plan ("the Vision Plan"), modified as provided in this Article with respect to employees represented by the organization and their eligible dependents, will be continued subject to the provisions of the Railway Labor Act.

#### **Section 2 - Plan Design Changes**

(a) The Plan's Managed Medical Care Program ("MMCP") shall be revised as follows:

- (1) There shall be a separate, stand-alone, Annual Deductible for In-Network Services for which a fixed-dollar copayment does not apply. For the six-month period from July 1 through December 31, 2012, inclusive, this Annual Deductible shall be \$100 per individual and \$200 per family. For calendar year 2013, this Annual Deductible shall be \$150 per individual and \$300 per family. Beginning January 1, 2014, this Annual Deductible shall be \$200 per individual per year and \$400 per family per year.

- (2) The percentage of Eligible Expenses paid by the Plan for any In-Network Services for which a fixed-dollar copayment does not apply (as defined by procedure code) shall be 95% of the Eligible Expenses that exceed the applicable Annual Deductible provided for in clause (1) above; the amount payable by the employee as a result of this “coinsurance” shall be capped at (i) \$500 per individual and \$1000 per family for the six-month period from July 1 through December 31, 2012, inclusive, and at \$750 per individual and \$1500 per family for calendar year 2013. Beginning January 1, 2014, the amount payable by the employee as the result of this “coinsurance” shall be capped at \$1000 per individual per year and \$2000 per family per year.
- (3) The Emergency Room Co-Payment for In-Network Services shall be increased to \$75.00 for each visit, but shall not apply if the visit results in admission to the hospital.
- (4) The Urgent Care Center Co-Payment for In-Network Services shall be decreased to \$20.00 for each visit.
- (5) In cases where a fixed-dollar copayment of \$20 currently applies to an office visit, the copayment shall be reduced to \$10 if the office is in a “convenient care clinic.” A “convenient care clinic” means, for purposes of this Section, a health care facility typically located in a high-traffic retail store, supermarket or pharmacy that provides affordable treatment for uncomplicated minor illness and/or preventative care to consumers.
- (6) The Plan shall not cover radiological services performed at a convenient care clinic.

(b) The Plan's Managed Medical Care Program ("MMCP") and its Comprehensive Health Care Benefit ("CHCB") shall both be revised to include:

- (1) Participation in a "Radiology Notification Program" (as described in Exhibit B hereto);
- (2) Arrangements for covered employees and their covered dependents to receive, on a wholly voluntary basis and without any copayment or coinsurance, the following additional "Centers of Excellence Resource Services" (as described in Exhibit B hereto): Bariatric Resource Services, Cancer Resource Services, and Kidney Resource Services;
- (3) Arrangements for covered employees and their covered dependents to receive, on a wholly voluntary basis and without any copayment or coinsurance, the resource services made available under a "Treatment Decision Support Program" (as described in Exhibit B hereto).

(c) The Plan's Prescription Drug Card and Mail Order Prescription Drug Programs shall be revised as follows:

- (1) Prior Authorization by the Plan's current pharmacy benefit manager (or any successor pharmacy benefit manager) ("PBM") shall be required, in accordance with such PBM's Prior Authorization Program then in effect, before any prescription drugs in the therapeutic drug categories shown on Exhibit C hereto as subject to such Program shall be dispensed; provided, however, that no more than a three to five-day supply of such a drug may be dispensed at retail in accordance with the PBM's Temporary Override Program without Prior Authorization.

- (2) Employees and their covered dependents shall be required to adhere to Step Therapy and Quantity/Duration Limits Programs then in effect of the Plan's PBM with respect to the prescription drugs in the therapeutic drug categories shown on Exhibit C hereto as subject to such Step Therapy Program and/or Quantity/Duration Limits Program, as the case may be.
- (3) Employees and their covered dependents may, on a wholly voluntary basis and in accordance with program criteria, participate in the PBM's Personalized Medicine and/or Generic Rx Advantage Program then in effect.

(d) The Plan's Prescription Drug Card Program Co-Payments to In-Network Retail Pharmacies per prescription are revised as follows:

- (1) Generic Drug - decrease to \$5.00;
- (2) Brand Name (Non-Generic) Drug On Program Administrator's Formulary - increase to \$25.00;
- (3) Brand Name (Non-Generic) Drug Not On Program Administrator's Formulary - increase to \$45.00;

(e) The Plan's Mail Order Prescription Drug Program Co-Payments per prescription are revised as follows:

- (1) Generic Drug - decrease to \$5.00
- (2) Brand Name (Non-Generic) Drug on Program Administrator's Formulary - increase to \$50.00;
- (3) Brand Name (Non-Generic) Drug not on Program Administrator's Formulary - increase to \$90.00.

(f) The design changes contained in this Section shall become effective on July 1, 2012.

### **Section 3 - Plan Design Changes - ERMA**

(a) ERMA's Prescription Drug Card and Mail Order Prescription Drug Programs shall be revised as follows:

- (1) Prior Authorization by ERMA's current pharmacy benefit manager (or any successor pharmacy benefit manager) ("PBM") shall be required, in accordance with such PBM's Prior Authorization Program then in effect, before any prescription drugs in the therapeutic drug categories shown on Exhibit C hereto as subject to such Program shall be dispensed; provided, however, that no more than a three to five-day supply of such a drug may be dispensed at retail in accordance with the PBM's Temporary Override Program without Prior Authorization.
- (2) Retirees and their covered dependents shall be required to adhere to Step Therapy and Quantity/Duration Limits Programs then in effect of ERMA's PBM with respect to the prescription drugs in the therapeutic drug categories shown on Exhibit C hereto as subject to such Step Therapy Program and/or Quantity/Duration Limits Program, as the case may be.
- (3) Retirees and their covered dependents may, on a wholly voluntary basis and in accordance with program criteria, participate in the PBM's Personalized Medicine and/or Generic Rx Advantage Program then in effect.

(b) The design changes contained in this Section shall become effective on July 1, 2012, and shall apply only to individuals who become eligible for ERMA coverage on or after July 1, 2012.



## **Part B - Employee Sharing of Cost of H&W Plans**

### **Section 1 - Monthly Employee Cost-Sharing Contributions**

(a) Effective January 1, 2010 through December 31, 2011, the employee monthly cost-sharing contribution amount shall be \$200.00.

(b) Effective January 1, 2012, each employee covered by this Agreement shall contribute to the Plan, for each month that his employer is required to make a contribution to the Plan on his behalf for foreign-to-occupation health benefits coverage for himself and/or his dependents, a monthly cost-sharing contribution in an amount equal to the lesser of 15% of the Carriers' Monthly Payment Rate for 2012 or \$200.00.

(c) The employee monthly cost-sharing contributions amount shall be adjusted, effective July 1, 2016, so as to equal the lesser of 15% of the Carrier's Monthly Payment Rate for 2016 or \$230.00, unless otherwise mutually agreed by the parties during negotiations commencing when this Agreement becomes amendable pursuant to Article V.

(d) For purposes of subsections (b) and (c) above, the "Carriers' Monthly Payment Rate" for any year shall mean one twelfth of the sum of what the carriers' monthly payments to –

- (1) the Plan for foreign-to-occupation employee and dependent health benefits, employee life insurance benefits and employee accidental death and dismemberment insurance benefits,
- (2) the Dental Plan for employee and dependent dental benefits and
- (3) the Vision Plan for employee and dependent vision benefits,

would have been during that year, per non-hospital association road employee, in the absence of any employee contributions to such Plans.

## **Section 2 - Pre-Tax Contributions**

Employee cost-sharing contributions made pursuant to this Part shall be made on a pre-tax basis pursuant to the existing Section 125 cafeteria plan to the extent applicable.

## **Section 3 - Method of Making Employee Cost-Sharing Contributions**

Employee cost-sharing contributions will be made for the employee by the employee's employer. The employer shall deduct the amount of such employee contributions from the employee's wages and retain the amounts so deducted as reimbursement for the employee contributions that the employer had made for the employee.

## **Part C - Flexible Spending Accounts**

The Carriers shall establish and administer a Health Flexible Spending Arrangement (FSA) effective January 1, 2013 (not including a Dependent Care Program) that satisfies the requirements of Section 125 of the Internal Revenue Code (Code) and all other provisions of applicable law and that permits an employee to choose on a pre-tax basis (to the extent allowable under the Code) between receiving his/her wages in full or receiving less than such full wages and applying such wage deduction to medical expense reimbursements permitted by Section 125 of the Code and the regulations thereunder (in an amount no greater than \$2,500.00 per year). Such FSA shall be subject to the following conditions:

- a. There shall be a thirty (30) day grace period immediately following the end of each Plan Year during which unused FSA benefits or contributions remaining at the end of such Plan Year may be reimbursed to employees for qualified medical expenses incurred during the grace period.

- b. Employees will not be able to recover FSA forfeitures, even if the law changes to allow such recovery.
- c. The Carriers may opt to not initiate, or to terminate the FSA as quickly as is allowed by law:
  - i. If any change in the law or regulations or any other development or circumstance materially impacts the financial consequences of the FSA to the Carriers; or
  - ii. If in any year the “Cadillac Tax” applies.
- d. The Carriers may opt to terminate participation in the FSA of any craft as quickly as is allowed by law if enrollment does not meet 5% of the eligible employee population in the craft for the 2014 Plan Year, or 7.5% of the eligible employee population in the craft for the 2015 Plan Year and succeeding Plan Years.
- e. The FSA will otherwise generally replicate the terms and conditions of the Health FSA of the Railroad Employees National Flexible Benefits Program established April 1, 2005, subject to subsequent changes in applicable law.

Nothing in this section shall preclude any Carrier from establishing its own flexible spending account program for employees covered by this agreement.

#### **ARTICLE IV - SUPPLEMENTAL SICKNESS**

The January 9, 1980 Supplemental Sickness Benefit Agreement, as subsequently amended (Sickness Agreement), shall be further amended as provided in this Article.

**Section 1 - Adjustment of Plan Benefits**

(a) The benefits provided under the Supplemental Sickness Benefit Plan established pursuant to the Sickness Agreement (“SSB Plan”) shall be adjusted as provided in paragraph (b) so as to restore the same ratio of benefits to rates of pay as existed on December 31, 2009 under the terms of that Agreement.

(b) Section 4 of the Sickness Agreement shall be revised as follows:

	<u>Per Hour</u>	<u>Per Month</u>
Class I Employees Earning (as of 12/31/09)	\$22.68 or more	\$3,946 or more
Class II Employees Earning (as of 12/31/09)	\$21.07 or more but less than \$22.68	\$3,666 or more but less than \$3,946
Class III Employees Earning (as of 12/31/09)	Less than \$21.07	Less than \$3,666

**Basic and Maximum Benefit Amount Per Month**

<u>Classification</u>	<u>Basic</u>	<u>RUIA</u>	<u>Maximum</u>
Class I	\$1,268.00	\$1,392.00	\$2,660.00
Class II	\$ 1,121.00	\$1,392.00	\$2,513.00
Class III	\$ 951.00	\$1,392.00	\$2,343.00

Combined Benefit Limit

<u>Classification</u>	<u>Maximum Monthly Amount</u>
Class I	\$2,854
Class II	\$2,691
Class III	\$2,511

**Section 2 - Further Adjustment of Plan Benefits**

(a) Effective July 1, 2012, the benefits provided under the Plan shall be adjusted so as to restore the same ratio of benefits to rates of pay as existed on the effective date of this Article.

(b) The benefit adjustment described in Section 2(a) above shall be made effective on each of the following dates: July 1, 2013, July 1, 2014, and January 1, 2015.

(c) The benefit adjustment described in Section 2(a) above shall be made effective on the date of each general wage increase that becomes effective after January 1, 2015.

**ARTICLE V - GENERAL PROVISIONS**

**Section 1 - Court Approval**

This Agreement is subject to approval of the courts with respect to participating carriers in the hands of receivers or trustees.

**Section 2 - Effect of this Agreement**

(a) The purpose of this Agreement is to settle the disputes growing out of the notices served upon the organization by the carriers listed in Exhibit A on or subsequent to November 1, 2009 (including any notices outstanding as of that date), and the notices served by the organization signatory hereto upon such carriers on or subsequent to November 1, 2009 (including any notices outstanding as of that date).

(b) This Agreement shall be construed as a separate agreement by and on behalf of each of said carriers and their employees represented by the organization signatory hereto, and shall remain in effect through December 31, 2014 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(c) No party to this Agreement shall serve or progress, prior to November 1, 2014 (not to become effective before January 1, 2015), any notice or proposal.


(d) This Article will not bar management and the organization on individual railroads from agreeing upon any subject of mutual interest.

**SIGNED AT WASHINGTON, DC, THIS 25TH DAY OF APRIL, 2012.**

**FOR THE PARTICIPATING  
CARRIERS LISTED IN  
EXHIBIT A REPRESENTED  
BY THE NATIONAL CARRIERS'  
CONFERENCE COMMITTEE:**

  
\_\_\_\_\_  
NCCC Chairman

**FOR THE EMPLOYEES REP-  
RESENTED BY THE BROTH-  
ERHOOD OF MAINTENANCE  
OF WAY EMPLOYES DIVIS-  
ION – IBT:**

  
\_\_\_\_\_  
National President

John Crabb

Donald E. Emery

John / Flex

WR Turner

Scott Weaver

April 25, 2012

#1

Mr. Freddie N. Simpson  
National President  
Brotherhood of Maintenance of Way Employes Division  
International Brotherhood of Teamsters  
20300 Civic Center Drive, Suite 320  
Southfield, MI 48076-4169

Dear Mr. Simpson:

This confirms our understanding with respect to the general wage increases provided for in Article I, Sections 1 and 2 of the Agreement of this date.

The carriers will make all reasonable efforts to pay the retroactive portion of such general wage increases as soon as possible and no later than sixty (60) days after the date of this Agreement.

If a carrier finds it impossible to make such payments by that date, such carrier shall notify you in writing explaining why such payments have not been made and indicating when the payments will be made.

Very truly yours,



A. Kenneth Gradia



April 25, 2012  
#2

Mr. Freddie N. Simpson  
National President  
Brotherhood of Maintenance of Way Employes Division  
International Brotherhood of Teamsters  
20300 Civic Center Drive, Suite 320  
Southfield, MI 48076-4169

Dear Mr. Simpson:

This refers to the increase in wages provided for in Sections 1 and 2 of Article I of the Agreement of this date.

It is understood that the retroactive portion of those wage increases shall be applied only to employees who have an employment relationship with a carrier on the date of this Agreement or who retired or died subsequent to June 30, 2010.

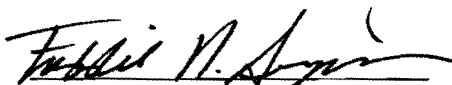
Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,



A. Kenneth Gradia

I agree:

  
F. N. Simpson

April 25, 2012  
#3

Mr. Freddie N. Simpson  
National President  
Brotherhood of Maintenance of Way Employees Division  
International Brotherhood of Teamsters  
20300 Civic Center Drive, Suite 320  
Southfield, MI 48076-4169

Dear Mr. Simpson:

This confirms our understanding with respect to Article I, Section 6 of the Agreement of this date.

Article I, Section 6 of the Agreement provides for a three (3) percent general wage increase effective January 1, 2015. Article V, Section 2(c) of the Agreement provides that the parties to the Agreement may serve and progress notices or proposals to amend the Agreement and other existing agreements on or after November 1, 2014 (not effective before January 1, 2015) (“2015 Bargaining Notices”).

This will confirm our understanding that if disposition of the 2015 Bargaining Notices is referred to any third party (including but not limited to a Presidential Emergency Board or arbitration board), this Letter may be provided to such body to confirm the parties’ mutual understanding that Article I, Section 6 was intended to constitute a complete resolution of the compensation adjustment issue for calendar year 2015.

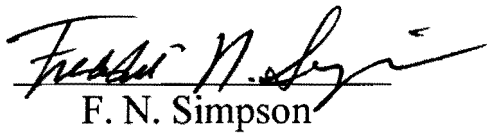
Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

A handwritten signature in cursive script that reads "A. Kenneth Gradia".

A. Kenneth Gradia

I agree:

A handwritten signature in cursive script that reads "F. N. Simpson".  
F. N. Simpson

April 25, 2012  
#4

Mr. Freddie N. Simpson  
National President  
Brotherhood of Maintenance of Way Employes Division  
International Brotherhood of Teamsters  
20300 Civic Center Drive, Suite 320  
Southfield, MI 48076-4169

Dear Mr. Simpson:

This confirms our understanding with respect to Article III, Part A, Sections 2(c)(1) & (2) of the Agreement of this date. The prescription drug management rules identified in the aforementioned provisions of the Agreement are those that have been recommended by the Plan's current pharmacy benefit manager, Medco Health Solutions. The same is true of the therapeutic drug categories listed on Exhibit C to the Agreement; they are the therapeutic drug categories that Medco Health Solutions has recommended be subject to one or more of those rules.

The parties intend that new prescription drug management rules for which there are no existing therapeutic drug categories listed in Exhibit C shall not apply to the Plan unless such application has been (a) recommended by an independent committee of experts generally relied upon by the Plan's pharmacy benefit manager, (b) such recommendation is also made by the pharmacy benefit manager itself, and (c) the recommendation is accepted and approved by the Plan's Joint Committee.


Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

A handwritten signature in cursive script that reads "A. Kenneth Gradia".

A. Kenneth Gradia

I agree:

A handwritten signature in cursive script that reads "F. N. Simpson".  
F. N. Simpson

April 25, 2012  
#5

Mr. Freddie N. Simpson  
National President  
Brotherhood of Maintenance of Way Employes Division  
International Brotherhood of Teamsters  
20300 Civic Center Drive, Suite 320  
Southfield, MI 48076-4169

Dear Mr. Simpson:

This confirms our understanding regarding the Agreement of this date regarding local discussions between the organization and the Norfolk Southern Corporation, regarding certain asserted wage rate disparities under predecessor collective bargaining agreements.

Upon written request by the organization's designated representative to Norfolk Southern, the parties shall commence local discussions regarding those matters on a voluntary and informal basis (i.e., not under Section 6 of the Railway Labor Act). Such discussions shall conclude by the earlier of the date on which a voluntary agreement is reached or December 31, 2012, unless extended by mutual agreement.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,



A. Kenneth Gradia

I agree:



F. N. Simpson

**EXHIBIT A**  
**(BMWED)**

**CARRIERS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES SERVED ON OR AFTER NOVEMBER 1, 2009 BY AND ON BEHALF OF SUCH CARRIERS UPON THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES DIVISION-IBT, AND NOTICES SERVED ON OR AFTER NOVEMBER 1, 2009 BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES OF THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES DIVISION-IBT, UPON SUCH CARRIERS.**

**Subject to indicated footnotes, this authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to employees represented by the Brotherhood of Maintenance of Way Employes Division-IBT.**

Alton & Southern Railway Company  
The Belt Railway Company of Chicago  
BNSF Railway Company  
Central California Traction Company  
Consolidated Rail Corporation  
CSX Transportation, Inc.  
Indiana Harbor Belt Railroad Company  
The Kansas City Southern Railway Company  
    Kansas City Southern Railway  
    Louisiana and Arkansas Railway  
    MidSouth Rail Corporation  
    Gateway Western Railway  
    SouthRail Corporation  
    The Texas Mexican Railway Company  
    Joint Agency  
Los Angeles Junction Railway Company  
New Orleans Public Belt Railroad

Norfolk & Portsmouth Belt Line Railroad Company  
Norfolk Southern Railway Company  
The Alabama Great Southern Railroad Company  
Central of Georgia Railroad Company  
The Cincinnati, New Orleans & Texas Pacific Railway Company  
Georgia Southern and Florida Railway Company  
Interstate Railroad Company  
Northeast Illinois Regional Commuter RR Corp (METRA) - 1  
Port Terminal Railroad Association  
Portland Terminal Railroad Company  
Soo Line Railroad Company d.b.a. Canadian Pacific  
Milwaukee District  
Soo District  
Terminal Railroad Association of St. Louis  
Texas City Terminal Railway Company  
Union Pacific Railroad Company  
Wichita Terminal Association

\* \* \* \* \*

**Notes:**

1 - Health & Welfare and Supplemental Sickness only

**FOR THE CARRIERS:**

**FOR THE BRO. OF MAINTENANCE  
OF WAY EMPLOYES DIVISION -  
IBT:**

A. Kenneth Hedra

Frederick N. Lypson

**April 25, 2012  
Washington, D.C.**



## **EXHIBIT B**

### **Clinical Support Services**<sup>1</sup>

***Radiology Notification Program (RNS)*** – Under this program, a radiology notification process is required for participating (network) physicians, health care professionals, facilities and ancillary providers for certain advanced outpatient imaging procedures, prior to performance, with administrative claim denial for failure to provide notification. The program is a prior notification requirement only, not a precertification, preauthorization or medical necessity determination program, and currently applies to the following outpatient advanced imaging procedures: CT, MRI, PET and Nuclear Medicine, including Nuclear Cardiology. These services that take place in an emergency room, observation unit, urgent care center, or during an inpatient stay do not require notification.

The process may require a physician-to-physician discussion, the purpose of which is to engage the ordering physician in a discussion about the use of evidence-based clinical guidelines. However, the final decision authority rests with the ordering physician. This program is invisible to the covered member – non-compliance (i.e., non-notification) will result in an administrative denial of the claim with no balance billing to the patient.

***Centers of Excellence (COE) Resource Services*** – this service are based on the foundation that certain facilities treat patients who consistently achieve favorable clinical outcomes, as demonstrated by reduced hospital lengths of stay and readmission rates, lower infection rates, etc. Programs are typically designed around specific disease states or conditions in which COEs can be clearly identified. The following programs develop national COE networks and specialty nurse resources that provide specific case management interventions:

<sup>1</sup> The actual program names, specific services/processes, and administration will vary by medical vendor.

- Bariatric Resource Services (BRS) - BRS provides a national Center of Excellence network of bariatric surgery centers and hospitals with an upfront case management component.

- Cancer Resource Services (CRS)/Cancer Support Program (CSP) - This clinical consulting with cancer specialists, combined with an extensive nationwide COE network will deliver clinical and financial value.

- Kidney Resource Services (KRS) – KRS provides a large network of dialysis facilities meeting strict quality outcomes with kidney nurse specialists assisting patients.

***Treatment Decision Support (TDS)*** – These services include enhanced one-to-one coaching for individuals facing potential procedures that have been carefully targeted as having varied treatment practices and inconsistent patient outcomes. TDS normally targets back pain, knee/hip replacement, benign prostate disease, prostate cancer, benign uterine conditions, hysterectomy, breast cancer, coronary artery disease and bariatric surgery.

**Exhibit C - Drugs for Coverage Authorization and Step Therapy Rules 1/**

Therapeutic Drug Category	Drugs
<b>Specialty Drugs</b>	
<b>Gout Therapy</b>	Uloric <sup>†</sup> Krystexxa <sup>™</sup>
<b>Rheumatological (RA Agents)</b>	Actemra <sup>†</sup> Arava <sup>†</sup> Cimzia <sup>†</sup> Enbrel <sup>†</sup> Humira <sup>®</sup> Kineret <sup>®</sup> Orencia <sup>®</sup> Remicade <sup>®</sup> Rituxan <sup>®</sup> Simponi <sup>™</sup>
<b>Misc Agents</b>	Benlysta <sup>†</sup> Savella <sup>†</sup>
<b>Erythroid Stimulants</b>	Aranesp <sup>†</sup> Epogen <sup>†</sup> Procrit <sup>†</sup>
<b>Growth Hormones</b>	Egrifta <sup>™</sup> Genotropin <sup>®</sup> Geref <sup>†</sup> Humatrope <sup>†</sup> Increlex <sup>™</sup> IPlex <sup>™</sup> Norditropin <sup>†</sup> Nutropin <sup>†</sup> Omnitrope <sup>†</sup> Saizen <sup>†</sup> Serostim <sup>†</sup> Tev-Tropin, <sup>†</sup> Zorbtive <sup>†</sup>
<b>Interferons</b>	Actimmune <sup>†</sup> Alferon-N <sup>†</sup> Infergen <sup>†</sup> Intron-A <sup>†</sup> Pegasys <sup>®</sup> Peg-Intron <sup>†</sup> Roferon <sup>†</sup>
<b>Interleukins</b>	Arcalyst <sup>†</sup> Ilaris <sup>†</sup>
<b>Multiple Sclerosis Therapy</b>	Amypra <sup>†</sup> Avonex <sup>†</sup> Betaseron <sup>†</sup> Copaxone <sup>†</sup> Extavia <sup>†</sup> Gilenya <sup>™</sup> Novantrone <sup>†</sup> Rebif <sup>†</sup> Tysabri <sup>†</sup>
<b>Myeloid Stimulants and Hemostatics</b>	Leukine <sup>†</sup> Neulasta <sup>®</sup> Neumega <sup>†</sup> Neupogen <sup>†</sup> Nplate <sup>™</sup> Promacta <sup>†</sup>
<b>Vaccines &amp; Misc Immunologicals</b>	Botox <sup>†</sup> Dysport <sup>™</sup> Myobloc <sup>™</sup> Xeomin <sup>†</sup>
<b>Vaccines &amp; Misc Immunologicals (Immune Globulins)</b>	Carimune NF <sup>†</sup> Flebogamma <sup>†</sup> DIF <sup>†</sup> Gammagard <sup>†</sup> Gammagard S-D <sup>†</sup> Gammaplex <sup>†</sup> Gamimune-N <sup>†</sup> Gamunex <sup>†</sup> Gamunex-C <sup>†</sup> Hizentra <sup>™</sup> Privigen <sup>™</sup> Vivaglobin <sup>†</sup>
<b>Dermatologicals - Psoriasis</b>	Amevive <sup>®</sup> Stelara <sup>®</sup>

Therapeutic Drug Category	Drugs
<b>Cancer Therapy</b>	Afinitor <sup>3</sup> Avastin <sup>1</sup> Dacogen <sup>1</sup> Erbitux <sup>1</sup> Gleevec <sup>®</sup> Halaven <sup>1</sup> Herceptin <sup>®</sup> Istodax <sup>®</sup> Jevtana <sup>®</sup> Nexavar <sup>1</sup> Sprycel <sup>1</sup> Sutent <sup>1</sup> Tarceva <sup>1</sup> Tassigna <sup>1</sup> Temodar <sup>1</sup> Torisel <sup>1</sup> Tykerb <sup>1</sup> Vectibix <sup>1</sup> Vidaza <sup>1</sup> Votrient <sup>1</sup> Zolinza <sup>1</sup> Zytiga <sup>1</sup>
<b>Cancer Therapy (Misc.)</b>	Mozobil™
<b>Cancer Therapy (Misc.)</b>	Xgeva™
<b>Misc Antineoplastic Agents</b>	Arimidex <sup>1</sup> Aromasin <sup>1</sup> Femara <sup>1</sup>
<b>Misc Antineoplastic Agents</b>	Revlimid <sup>1</sup> Thalomid <sup>1</sup>
<b>Antivirals (Ribavirin Therapy)</b>	Copegus <sup>®</sup> Rebetol <sup>®</sup> Ribatab <sup>®</sup>
<b>HIV/AIDS Therapy</b>	Selzentry <sup>1</sup>
<b>RSV Agents</b>	Synagis <sup>1</sup>
<b>Parkinson's</b>	Apokyn
<b>Hormone Therapy (Misc.)</b>	Acthar <sup>1</sup> Gel Sensipar <sup>®</sup>
<b>Misc Agents</b>	Soliris <sup>1</sup>
<b>Misc Neurological Therapy</b>	Nuedexta <sup>1</sup> Xenazine <sup>1</sup>
<b>Hormone Therapy (Misc.)</b>	Zavesca <sup>®</sup>
<b>Hormone Therapy (Misc.)</b>	Vpriv™ Cerezyme <sup>3</sup>
<b>Hormone Therapy (Misc.)</b>	Samsca™
<b>Hormone Therapy (Misc.)</b>	Kuvan™ Somavert <sup>3</sup>
<b>Non-Narcotic Pain Relief (Hyaluronic Acid Derivatives)</b>	Euflexxa <sup>1</sup> Hyalgan <sup>2</sup> Orthovisc <sup>1</sup> Supartz <sup>1</sup> Synvisc <sup>1</sup>
<b>Lupus</b>	Benlysta

Therapeutic Drug Category	Drugs
<b>Hepatitis C</b>	Boceprevir, Telaprevir
<b>Misc. Pulmonary Agents</b>	Berinert <sup>1</sup> Cinryze™ Kalbitor <sup>3</sup> Xolair <sup>1</sup>
<b>Misc. Pulmonary Agents</b>	Cayston <sup>1</sup> TOBI <sup>1</sup>
<b>Misc. Pulmonary Agents</b>	Pulmozyme <sup>1</sup>
<b>Pulmonary Arterial Hypertension</b>	Flolan <sup>1</sup> Letairis™ Remodulin <sup>1</sup> Revatio™ Tracleer <sup>1</sup> Ventavis <sup>1</sup> Addcirca <sup>1</sup> Tyvaso <sup>1</sup> Veletri <sup>1</sup>
<b>Non Specialty/Traditional Drugs</b>	
<b>Hypnotics</b>	Ambien <sup>1</sup> Ambien CR™ Butisol chloral hydrate Dalmane <sup>1</sup> Doral <sup>1</sup> Edluar™ Halcion <sup>1</sup> Lunesta Nembutal <sup>1</sup> Prosom <sup>1</sup> Restoril <sup>1</sup> Rozerem <sup>1</sup> Silenor <sup>1</sup> Sonata <sup>1</sup> Zolpimist™
<b>Migraine</b>	Alsuma™ Amerge <sup>1</sup> Axert <sup>1</sup> Frova® Imitrex <sup>1</sup> Imitrex Inj <sup>1</sup> ImitrexNS <sup>1</sup> Maxalt <sup>1</sup> MaxaltMLT <sup>1</sup> Migranal NS <sup>1</sup> Relpax® Sumavel <sup>1</sup> Treximet™ Zomig <sup>1</sup> Zomig ZMT <sup>1</sup>
<b>Narcolepsy</b>	Nuvigil <sup>1</sup> Provigil <sup>1</sup> Xyrem <sup>1</sup>
<b>Narcotic Pain Relief</b>	Abstral <sup>1</sup> Actiq <sup>1</sup> Fentora™ Onsolis™
<b>Non-Narcotic Pain Relief (Misc.)</b>	Cambia™ Lidoderm <sup>1</sup> Stadol NS <sup>1</sup> Vimovo™
<b>Dermatologicals - Acne</b>	Solodyn <sup>1</sup>
<b>Anorexiants/Weight loss</b>	Adipex-P <sup>1</sup> Bontril <sup>1</sup> Didrex <sup>1</sup> Fastin <sup>1</sup> Tenuate <sup>1</sup> Xenical <sup>1</sup>
<b>Hormone Therapy (Select Androgens &amp; Anabolic Steroids)</b>	Androderm® AndroGel® Axiron® Fortesta™ Striant <sup>1</sup> Testim Gel® , Various anabolic steroids

Therapeutic Drug Category	Drugs
<b>Nausea</b>	Anzemet <sup>®</sup> Cesamet <sup>™</sup> Emend <sup>®</sup> Emend Trifold Pack <sup>®</sup> Kytril <sup>®</sup> Sancuso <sup>®</sup> Zofran <sup>®</sup> Zofran ODT <sup>®</sup> Zuplenz <sup>®</sup>

1/ The Coverage Authorization Program consists of traditional prior authorization, smart prior authorization, step therapy and quantity/dose rules which are based on FDA-approved prescribing and safety information, clinical guidelines, and uses that are considered reasonable, safe, and effective. These rules are recommended by an outside, independent organization based on information and data specific to the Railroad membership. Each Therapeutic Drug Category has a rule(s) specific to that category.

<b>Preferred Drug Step Therapy 2/</b>		
<b>Therapeutic Drug Category</b>	<b>Preferred Drugs</b>	<b>Targeted Drugs</b>
<b>Proton Pump Inhibitors</b>	Nexium, lansoprazole/ODT, omeprazole, omeprazole sodium bicarbonate, pantoprazole	Aciphex, Dexilant (Kapidex), Prevacid/Susp, Prilosec Oral Susp (brand), Protonix 40mg Susp, Zegerid Packet
<b>Sleep Agents/Hypnotics</b>	zolpidem/ER, zaleplon	Edular, Lunesta, Rozerem, Silenor
<b>Depression</b>	citalopram & other generics	<b>Lexapro, Luvox CR, Pexeva</b> (New users only)
<b>Osteoporosis</b>	Boniva, Fosamax D, alendronate	Actonel (w/CA)
<b>Intranasal Steroids</b>	Nasonex, flunisolide, fluticasone	Beconase AQ, Nasacort/AQ, Omnaris, Rhinocort/AQUA, Veramyst
<b>Angiotensin II Receptor Blockers</b>	Diovan/HCT, Micardis/HCT, losartan/HCTZ	Atacand/HCT, Avapro/Avalide, Benicar/HCT, Teveten/HCT
<b>Migraine</b>	Maxalt/MLT, Reipax, naratriptan, sumatriptan	Alsuma, Axert, Frova, Sumavel, Treximet, Zomig/ZMT
<b>Glaucoma</b>	Lumigan, Xalatan (generic)	Travatan, Travatan Z
<b>Growth Hormones (specialty drug)</b>	Genotropin, Humatrope, Norditropin	Nutropin, Nutropin AQ, Saizen
<b>Tumor Necrosis Factor (specialty drug)</b>	Enbrel, Humira	Cimzia, Simponi

2/ Preferred Drug Step Therapy identifies users of non-preferred/non-covered medications and communicates less expensive generic and preferred brand alternatives (when appropriate).