

**Document "B"  
(Yardmasters)**

**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the participating carriers listed in Exhibit A, attached hereto and made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the Yardmasters Department, United Transportation Union, witnesseth:

**IT IS HEREBY AGREED:**

**ARTICLE I - WAGES**

**Section 1 - First General Wage Increase**

Effective July 1, 2010, all standard basic daily rates of pay for employees covered by this Agreement in effect on June 30, 2010 shall be increased by two (2) percent.

**Section 2 - Second General Wage Increase**

Effective July 1, 2011, all standard basic daily rates of pay in effect on June 30, 2011 for employees covered by this Agreement shall be increased by two-and-one-half (2-1/2) percent, computed and applied in the same manner prescribed in Section 1 above.

**Section 3 - Third General Wage Increase**

Effective July 1, 2012, all standard basic daily rates of pay in effect on June 30, 2012 for employees covered by this Agreement shall be increased by

three (3) percent, computed and applied in the same manner prescribed in Section 1 above.

#### **Section 4 – Fourth General Wage Increase**

Effective July 1, 2013, all standard basic daily rates of pay in effect on June 30, 2013 for employees covered by this Agreement shall be increased by three (3) percent, computed and applied in the same manner prescribed in Section 1 above.

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

Effective July 1, 2014, all standard basic daily rates of pay in effect on June 30, 2014 for employees covered by this Agreement shall be increased by three-and-one-half (3-1/2) percent, computed and applied in the same manner prescribed in Section 1 above.

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

Effective January 1, 2015, all standard basic daily rates of pay in effect on December 31, 2014 for employees covered by this Agreement shall be increased by three (3) percent, computed and applied in the same manner prescribed in Section 1 above.

#### **Section 7 – Application of Wage Increases**

Special allowances not included in fixed daily, weekly or monthly rates of pay for all services rendered, and arbitraries representing duplicate time payments will not be increased.

## **ARTICLE II - COST-OF-LIVING PAYMENTS**

### **Part A - Cost-of-Living Payments Under July 1, 2008 Agreement**

#### **Section 1**

Article III, Part B, of the July 1, 2008 National UTU Agreement (Document "B") shall be eliminated effective June 30, 2011.

#### **Section 2**

Any local counterpart to the above-referenced Article III, Part B that is in effect on a carrier party to this Agreement shall be amended in the same manner as provided in Section 1.

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

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

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

The National Railway Carriers and United Transportation Union Health and Welfare Plan ("NRC/UTU H&W Plan") and the Railroad Employees National Health and Welfare Plan (individually and collectively referred to in this Agreement, depending on the context, as "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 -- NRC/UTU H&W Plan**

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

- (1) There shall be a separate, stand-alone, Annual Deductible of \$200 per individual and \$400 per family for In-Network Services for which a fixed-dollar copayment does not apply.
- (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 \$1,000 per individual per year and \$2,000 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 January 1, 2012 or as soon thereafter as practicable.

### **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 PEB'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 January 1, 2012 or as soon thereafter as practicable, and shall apply only to individuals who become eligible for ERMA coverage on or after January 1, 2012.

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

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

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

(b) Effective January 1, 2011, the employee monthly cost-sharing contribution amount shall be \$202.71.

(c) 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.

(d) 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 VIII.

(e) For purposes of subsections (c) and (d) above, the "Carriers' Monthly Payment Rate" for any year shall mean 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 - Rescission of Side Letter**

#### **Section 1**

Side Letter #7 to the parties' July 1, 2008 Mediation Agreement (Case No. A-13369, Document "B") is rescinded.

### **ARTICLE IV – SUPPLEMENTAL SICKNESS**

The October 31, 1978 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 Plan established pursuant to the Sickness Agreement 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 Article VIII, Document "B" of the July 1, 2008 National UTU Agreement.

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

"4. **Benefits.**

(a) Subject to the provisions of Subparagraph 4(b), the monthly benefit under this Plan for employees eligible to receive sickness benefits under the Railroad Unemployment Insurance Act (RUIA) will be \$1,941.00, and the

monthly benefit under this Plan for employees who have exhausted their sickness benefit under the RUIA will be \$3,333.00. For disabilities lasting less than a month, and for any residual days of disability lasting more than an exact number of months, benefits will be paid on a calendar day's basis at 1/30 of the monthly benefit rate.

(b) If the RUIA should be so amended as to increase daily benefit rates thereunder for days of sickness and the sum of 21.75 times the average daily benefit for Yardmasters under the RUIA as so amended plus the amount of the \$1,941.00 monthly benefit should exceed \$3,502.00, the amount of the monthly benefit shall be reduced to the extent that the sum of the amount of the reduced monthly benefit plus 21.75 times the average daily benefit for yardmasters under the amended RUIA will not exceed \$3,502.00. 'The average daily benefit for Yardmasters under the RUIA as so amended' for purposes of this Paragraph 4(b) is the benefit which would be payable to a Yardmaster who had worked full time in his base year and whose monthly rate of pay at the December 31, 2009 wage level was \$5,003.00."

## **Section 2 – Adjustment of Plan Benefits During Agreement Term**

Effective December 31, 2014, 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.

## **ARTICLE V – SERVICE SCALE**

### **Section 1 – Rate Progression Bonus for Current Employees**

Any employees of a carrier covered by this Article who, on the date of this Agreement, have completed training for entry into yardmaster service and were subject on or after May 1, 2011 to compensation at a reduced rate

pursuant to then-applicable service scale/rate progression rules as described below, shall receive one-time bonus payments as provided herein:

- (a) An employee covered by this Section subject to five (5) year service scale/rate progression pursuant to Article V, Section 3 of the August 20, 2002 UTU National Agreement (Document "B") or counterpart local rules shall be paid a bonus of \$3,000.
- (b) An employee covered by this Section subject to (i) service scale/rate progression rules of a lesser duration than five (5) years, or (ii) service scale/rate progression rules, but compensated at the full (100%) rate of the position when working in promoted status, shall be paid a bonus of \$1,200.
- (c) The one-time bonuses provided in Sections 1 (a) and (b) above shall be paid within 90 days after the date of this Agreement.
- (d) There shall be no duplication or pyramiding of the rate progression bonuses paid to employees under this Section with rate progression bonuses paid under any other agreement.

## **Section 2 – Rate Progression Applicable To New Employees**

Each carrier covered by this Article who, on the date of this Agreement, has five (5) year service scale/rate progression rules in effect, shall amend such rules in accordance with this Section. Such revised rules shall be applicable to all employees who enter service after the date of this Agreement on positions covered by an agreement with the organization signatory hereto.

- (a) Employees subject to this Section shall be paid in accordance with the following four-step progression for all service performed:

- (i) For the first twelve (12) calendar months of employment, such employees shall be paid 75% of the applicable rates of pay.
  - (ii) For the second twelve (12) calendar months of employment, such employees shall be paid 80% of the applicable rates of pay.
  - (iii) For the third twelve (12) calendar months of employment, such employees shall be paid 85% of the applicable rates of pay.
  - (iv) For the fourth twelve (12) calendar months of employment, such employees shall be paid 90% of the applicable rates of pay.
- (b) Rules in effect on the date of the Agreement regarding rate progression adjustment upon promotion to yardmaster shall be preserved and applied without change to employees covered by this Section.
  - (c) Employees who have had an employment relationship with the carrier and are rehired will be paid at established rates after completion of a total of forty-eight (48) months' combined service.
  - (d) Service with the carrier in a craft represented by another organization shall also be included in determining periods of employment under this rule.
  - (e) An employee who has had a previous employment relationship as a yardmaster with a carrier and is subsequently hired by another carrier shall be covered by this Article. However, such employee will received credit toward completion of his forty-eight (48) month period for any month in which compensated service was performed as a yardmaster provided that such compensated service last occurred within one year from the date of subsequent employment.

- (f) Any calendar month in which an employee does not render compensated service due to furlough, voluntary absence, suspension, or dismissal shall not count toward completion of the forty-eight (48) month period.
- (g) Service scale/rate progression rules as described in Section 1(b) of this Article that are in effect on the date of this Agreement on a carrier covered by this Section shall be preserved without change and applied to new employees unless the authorized employee representative gives written notice to the Carrier of the organization's election to apply this Section to new employees in lieu of such existing rules. Such election must be made no later than fifteen (15) calendar days after the date of this Agreement.

## **ARTICLE VI – SPECIAL WAGE ADJUSTMENT**

Effective June 30, 2011, all standard basic daily and monthly rates of pay for employees covered by this Agreement shall be increased by 12.5 cents per hour.

## **ARTICLE VII – LOCAL DISCUSSIONS**

### **Section 1**

The parties believe that conclusion of national bargaining should not preclude or discourage opportunities for voluntary on-property discussions on matters of mutual interest on carriers covered by this Article. The national discussions have identified and highlighted specific areas that appear especially suited for constructive and creative attention at the individual carrier level in a manner that could provide substantial value to both sides. Those topics are listed in Section 2 and a process for commencing local discussions is set forth in Section 3.

**Section 2**

- a. Alternative compensation
- b. Compensated leave
- c. Compensation enhancement
- d. Electronic bidding and bumping
- e. Scope rules

**Section 3**

The parties shall meet within thirty (30) days after written notice from either party of a desire to commence discussions pursuant to this Article. Such discussions shall be conducted and continue in such manner as may be mutually agreed by the parties.

**ARTICLE VIII - 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 \_\_\_\_\_ THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2011**

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

**FOR THE EMPLOYEES  
REPRESENTED BY THE  
YARDMASTERS DEPT.,  
UNITED TRANSPORTATION  
UNION:**

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\_\_\_\_\_, 2011  
#1

Mr. Malcolm B. Futhey, Jr.  
President  
United Transportation Union  
24950 Country Club Blvd.  
North Olmsted, OH 44070

Dear Mr. Futhey:

This confirms our understanding with respect to the general wage increases provided for in Article I, Sections 1 and 2 of Document "B" 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

\_\_\_\_\_, 2011  
#2

Mr. Malcolm B. Futhey, Jr.  
President  
United Transportation Union  
24950 Country Club Blvd.  
North Olmsted, OH 44070

Dear Mr. Futhey:

This refers to the increase in wages provided for in Sections 1 and 2 of Article I of Document "B" 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.

Yours very truly,

A. Kenneth Gradia

I agree:

\_\_\_\_\_  
Malcolm B. Futhey, Jr.

\_\_\_\_\_, 2011  
#3

Mr. Malcolm B. Futhey, Jr.  
President  
United Transportation Union  
24950 Country Club Blvd.  
Suite 340  
North Olmsted, OH 44070

Dear Mr. Futhey:

This confirms our understanding with respect to Article III, Part A, Sections 2(c)(1) & (2) of Document "B" 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 Governing Committee.

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

Very truly yours,

A. Kenneth Gradia

I agree:

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Malcolm B. Futhey, Jr.

\_\_\_\_\_, 2011  
#4

Mr. Malcolm B. Futhey, Jr.  
President  
United Transportation Union  
24950 Country Club Blvd.  
Suite 340  
North Olmsted, OH 44070

Dear Mr. Futhey:

This will confirm our understandings with respect to Section 1 of Article V – Service Scale of Document “B” of the Agreement of this date.

It is understood that the one-time bonus shall be payable only to employees meeting the criteria set forth therein who have an employment relationship with a carrier covered by Section 1 (“Covered Carrier”) on the date of this Agreement or who retired or died subsequent to May 1, 2011.

It is further understood that Section 1 does not apply to an employee of a Covered Carrier who is subject to compensation at the full (100%) rate upon the earlier of promotion to yardmaster or completion of a two-year or less rate progression, and hence no bonus is payable to such employee.

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

Yours very truly,

A. Kenneth Gradia

I agree:

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Malcolm B. Futhey, Jr.

\_\_\_\_\_, 2011  
#5

Mr. Malcolm B. Futhey, Jr.  
President  
United Transportation Union  
24950 Country Club Blvd.  
Suite 340  
North Olmsted, OH 44070

Dear Mr. Futhey:

This confirms our understanding with respect to application of certain provisions of Document "B" of our July 1, 2008 Agreement ("2008 Agreement") pending ratification of our tentative agreement that would resolve our respective bargaining notices served on or subsequent to November 1, 2009 ("Tentative Agreement").

Article III, Part B, Section 1 of the 2008 Agreement provides for payment of a cost-of-living allowance effective July 1, 2011. Article IV, Part C, Section 1(b) provides for an increase, effective July 1, 2011, to the per month employee cost-sharing contribution amount in effect on June 30, 2011. This confirms our understanding that, pending completion of the ratification process concerning the Tentative Agreement, application of the above-referenced provisions shall be suspended.

If the Tentative Agreement is ratified, the final disposition of those provisions is addressed in Article II, Section 1 and Article III, Part B, Section 1 of Document "B" of the TA.

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

Very truly yours,

A. Kenneth Gradia

I agree:

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Malcolm B. Futhey, Jr.

\_\_\_\_\_, 2011  
#6

Mr. Malcolm B. Futhey, Jr.  
President  
United Transportation Union  
24950 Country Club Blvd.  
Suite 340  
North Olmsted, OH 44070

Dear Mr. Futhey:

This confirms our understanding with respect to Article I, Section 6 of Document "B" of our 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 VII, 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. Kenneth Gradia

I agree:

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Malcolm B. Futhey, Jr.

**Exhibit A**  
**UTU - Yardmasters**

**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 UNITED TRANSPORTATION UNION, AND NOTICES SERVED ON OR AFTER NOVEMBER 1, 2009 BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES OF THE YARDMASTERS DEPARTMENT - UNITED TRANSPORTATION UNION 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 Yardmasters Department - United Transportation Union:

Alton & Southern Railway Company  
The Belt Railway Company of Chicago - 2  
BNSF Railway Company  
Consolidated Rail Corporation  
Consolidated Rail Corporation (Mechanical Foremen) - 1  
CSX Transportation, Inc.  
Indiana Harbor Belt Railroad Company  
The Kansas City Southern Railway Company  
    Kansas City Southern Railway  
Longview Switching Company  
New Orleans Public Belt Railroad  
Norfolk & Portsmouth Belt Line Railroad Company - 1  
Norfolk Southern Railway Company  
    The Alabama Great Southern Railroad Company  
    Central of Georgia Railroad Company  
    The Cincinnati, New Orleans & Texas Pacific Railway Co.  
    Georgia Southern and Florida Railway Company  
    Tennessee, Alabama and Georgia Railway Company  
    Tennessee Railway Company

Northeast Illinois Regional Commuter Railroad Corporation - 2  
Port Terminal Railroad Association  
Portland Terminal Railroad Company  
Soo Line Railroad Company d.b.a. Canadian Pacific  
Terminal Railroad Association of St. Louis  
Texas City Terminal Railway Company - 1

\* \* \* \* \*

**Notes:**

- 1 - Wages & Rules and Health & Welfare only
- 2 - Health & Welfare and Supplemental Sickness only

**FOR THE CARRIERS:**

**FOR THE UNITED TRANSPORTATION UNION:**

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\_\_\_\_\_, 2011  
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® Krystexxa™
<b>Rheumatological (RA Agents)</b>	Actemra® Arava® Cimzia® Enbrel® Humira® Kineret® Orencia® Remicade® Rituxan® Simponi™
<b>Misc Agents</b>	Benlysta® Savella®
<b>Erythroid Stimulants</b>	Aranesp® Epogen® Procrit®
<b>Growth Hormones</b>	Egrifta™ Genotropin® Geref® Humatrope® Increlex™ IPlex™ Norditropin® Nutropin® Omnitrope® Saizen® Serostim® Tev-Tropin,® Zorbitive®
<b>Interferons</b>	Actimmune® Alferon-N® Infergen® Intron-A® Pegasys® Peg-Intron® Roferon®
<b>Interleukins</b>	Arcalyst™ Ilaris®
<b>Multiple Sclerosis Therapy</b>	Amypra™ Avonex® Betaseron® Copaxone® Extavia® Gilenya™ Novantrone® Rebif® Tysabri®
<b>Myeloid Stimulants and Hemostatics</b>	Leukine® Neulasta® Neumega® Neupogen® Nplate™ Promacta®
<b>Vaccines &amp; Misc Immunologicals</b>	Botox® Dysport™ Myobloc™ Xeomin®
<b>Vaccines &amp; Misc Immunologicals (Immune Globulins)</b>	Carimune NF® Flebogamma DIF® Gammagard® Gammagard S-D® Gammaplex® Gamimune- N® Gamunex® Gamunex-C® Hizentra™ Privigen™ Vivaglobin®
<b>Dermatologicals - Psoriasis</b>	Amevive® Stelara®
<b>Cancer Therapy</b>	Afinitor® Avastin® Dacogen™ Erbbitux® Gleevec® Halaven™ Herceptin® Istodax® Jevtana® Nexavar® Sprycel® Sutent® Tarceva™ Tasigna® Temodar® Torisel™ Tykerb® Vectibix™ Vidaza® Votrient™ Zolanza™ Zytiga™
<b>Cancer Therapy (Misc.)</b>	Mozobil™
<b>Cancer Therapy (Misc.)</b>	Xgeva™

Therapeutic Drug Category	Drugs
Misc Antineoplastic Agents	Arimidex® Aromasin® Femara®
Misc Antineoplastic Agents	Revlimid® Thalomid®
Antivirals (Ribavirin Therapy)	Copegus® Rebetol® Ribatab®
HIV/AIDS Therapy	Selzentry™
RSV Agents	Synagis®
Parkinson's	Apokyn
Hormone Therapy (Misc.)	Acthar® Gel Sensipar®
Misc Agents	Soliris™
Misc Neurological Therapy	Nuedexta™ Xenazine®
Hormone Therapy (Misc.)	Zavesca®
Hormone Therapy (Misc.)	Vpriv™ Cerezyme®
Hormone Therapy (Misc.)	Samsca™
Hormone Therapy (Misc.)	Kuvan™ Somavert®
Non-Narcotic Pain Relief (Hyaluronic Acid Derivatives)	Euflexxa™ Hyalgan® Orthovisc® Supartz® Synvisc®
Lupus	Benlysta
Hepatitis C	Boceprevir, Telaprevir
Misc. Pulmonary Agents	Berinert® Cinryze™ Kalbitor® Xolair®
Misc. Pulmonary Agents	Cayston® TOBI®
Misc. Pulmonary Agents	Pulmozyme®
Pulmonary Arterial Hypertension	Flolan® Letairis™ Remodulin® Revatio™ Tracleer® Ventavis® Adcirca™ Tyvaso® Veletri®
Non Specialty/Traditional Drugs	

Therapeutic Drug Category	Drugs
<b>Hypnotics</b>	Ambien® Ambien CR™ Butisol® chloral hydrate Dalmane® Doral® Edluar™ Halcion® Lunesta® Nembutal® Prosom® Restoril® Rozerem® Silenor® Sonata® Zolpimist™
<b>Migraine</b>	Alsuma™ Amerge® Axert® Frova® Imitrex® Imitrex Inj® ImitrexNS® Maxalt® MaxaltMLT® Migranal NS® Relpax® Sumavel® Treximet™ Zomig® Zomig ZMT®
<b>Narcolepsy</b>	Nuvigil® Provigil® Xyrem®
<b>Narcotic Pain Relief</b>	Abstral® Actiq® Fentora™ Onsolis™
<b>Non-Narcotic Pain Relief (Misc.)</b>	Cambia™ Lidoderm® Stadol NS® Vimovo™
<b>Dermatologicals - Acne</b>	Solodyn®
<b>Anorexiants/Weight loss</b>	Adipex-P® Bontril® Didrex® Fastin® Tenuate® Xenical®
<b>Hormone Therapy (Select Androgens &amp; Anabolic Steroids)</b>	Androderm® AndroGel® Axiron® Fortesta™ Striant® Testim Gel® , Various anabolic steroids
<b>Nausea</b>	Anzemet® Cesamet™ Emend® Emend Trifold Pack® Kytril® Sancuso® Zofran® Zofran ODT® Zuplenz®

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	Lexapro, Luvox CR, Pexeva (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, Relpax, 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).