

**AGREEMENT BETWEEN THE
AMERICAN RAILWAY AND AIRWAY SUPERVISORS ASSOCIATION
And
UNION PACIFIC FRUIT EXPRESS**

THIS AGREEMENT, made this 20th day of March, 2012, by and between Union Pacific Fruit Express and employees represented by the American Railway and Airway Supervisors Association - Division of Transportation Communications Union/IAM (ARASA), witnesseth:

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 in effect on the preceding day for employees covered by this Agreement 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) Monthly Rates -

Add 2 percent to the existing monthly rates of pay.

(c) Disposition of Fractions -

Rates of pay resulting from application of paragraphs (a) and (b), 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.

(d) 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 of the Collective Bargaining Agreement between UPRR and ARASA. 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 and monthly rates of pay in effect, except for the position of Foreman General, on June 30, 2011 for employees covered by this Agreement shall be increased in the amount of one-and-twenty-one-twenty-fifths (1.84) 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.

Effective July 1, 2011, all hourly, daily, weekly and monthly rates of pay in effect for Foreman General positions 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 and monthly rates of pay in effect on June 30, 2012 for employees covered by this Agreement shall be increased in the amount of three-and-one-half (3.5) 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 and monthly rates of pay in effect on June 30, 2013 for employees covered by this Agreement shall be increased in the amount of two-and-three-fourths (2.75) 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 and monthly rates of pay in effect on June 30, 2014 for employees covered by this Agreement shall be increased in the amount of two-and-one-fourth (2.25) 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 and monthly 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.

It is agreed 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 Agreement 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.

Section 7 – Payment of Back Wages

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

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

ARTICLE II – RULES AMENDMENTS

(a) Rule 2 (c) shall be amended to provide that "a supervisor required on proper authority to work in excess of eight and one-half (8 ½) hours per day to meet service requirements will be paid overtime at one and one-half (1 ½) times the applicable pro-rata or hourly rate."

The language: "Effective January 1, 1965, in lieu of an additional holiday, the monthly rates of supervisors shall be adjusted by adding the equivalent of eight pro rata hours annually to the compensation of each supervisor, and this sum shall be divided by 12 and added to the monthly rates in effect on January 1, 1966. (Added April 2, 1965.)" shall be removed from the Agreement.

(b) Rule 4 (b) shall be amended to provide that "a supervisor who, for any reason, is required to work on his rest days, except as provided in paragraph (c) of this Rule, will be paid therefor at one and one-half (1 ½) times the applicable pro-rata or hourly rate."

(c) An appendix will be added to the Collective Bargaining Agreement adding the following provisions for holiday pay:

HOLIDAY PROVISIONS For Hourly Rated Employees

Section 1

Subject to the qualifying requirements contained in Section 2 hereof, and to the conditions hereinafter provided, each hourly rated employee shall receive eight hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Eve (day before Christmas is observed)
Fourth of July	Christmas Day
	New Year's Eve (day before New Year's is observed)

- (A) Holiday pay for regular assigned employees shall be at the pro rata rate of the position to which assigned.
- (B) For other than regularly assigned employees; if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday.
- (C) Subject to the applicable qualifying requirements in Section 2 hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in Paragraph (B) above, provided (1) compensation for service paid him by the carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with union shop agreement, or disapproval of application for employment.

Section 2

A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of the regularly assigned employee's workweek, the first workday following his rest days shall

be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek, shall be considered the workday immediately preceding the holiday.

Except as provided in the following paragraph all others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the day preceding and the day following the holiday they satisfy one or the other of the following conditions:

- (I) Compensation for service paid by the carrier is credited; or
- (II) Such employee is available for service.

Note: "Available" as used in subsection (II) above is interpreted by the parties to mean that an employee is available unless he lays off of his own accord or does not respond to a call, pursuant to the rules of the applicable agreement, for service.

For the purpose of Section 1, other than regularly assigned employees who are relieving regularly assigned employees on the same assignment on both the workday preceding and the workday following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the workdays preceding and following the holiday as apply to the employee whom he is relieving.

Note: Compensation paid under sick-leave rules or practices will not be considered as compensation for purposes of this rule.

An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" or the "day," as the case may be, immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" before the holiday and on the "workday" or the "day," as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" after the holiday.

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally. The holiday pay qualifications for Christmas Eve and Christmas Day shall also be applicable to the Thanksgiving Day and Day after Thanksgiving Day and the New Year's Eve and New Year's Day holidays.

- (A) Under no circumstances will an employee be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday which is also a workday, a rest day, and/or a vacation day.

Note: This provision does not supersede provisions of the individual collective agreements that require payment of double time for holidays under specified conditions.

Section 3

When any of the eleven recognized holidays enumerated in Section 1, or any day which by agreement, or by law or proclamation of the State or Nation, has been substituted or is observed in place of any of such holidays, falls during an hourly rated employee vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days preceding and following the holiday for such qualification purposes.

ARTICLE III – 401(k) MATCH

Effective January 1, 2013, employees represented by the Organization will be eligible for a fifty percent (50%) match on the first six percent (6%) of their contributions to the Union Pacific Fruit Express Agreement Employee 401(k) Retirement Thrift Plan (up to a maximum Carrier contribution of 3%). Said contribution and match shall be done in accordance with the Carrier's current Plan Document, subject to any amendment of that Plan Document.

ARTICLE IV -- 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 \$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 A 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 A 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 A 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 B 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 B 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) It is understood that the prescription drug management rules identified in Article III, Part A, Sections 2(c)(1) & (2) of this 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 B 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 B 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.

(g) 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 B 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 B 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 VI.

(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 Carrier 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 Carrier 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 Carrier 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 V – SUPPLEMENTAL SICKNESS

The January 1, 2010 Supplemental Sickness Benefit Plan shall be further amended as provided in this Article.

Part A – Plan Benefit Adjustments

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 so as to restore the same ratio of benefits to rates of pay as existed on January 1, 2010 under the terms of that Agreement.

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 VI - GENERAL PROVISIONS

(a) The purpose of this Agreement is to settle the disputes growing out of the notice served upon the Organization by the Carrier on or subsequent to November 1, 2009 (including any notices outstanding as of that date), and the notices served by the Organization upon the Carrier on or subsequent to November 1, 2009 (including any notices outstanding as of that date).

(b) This Agreement 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 the Carrier and the Organization from agreeing upon any subject of mutual interest.

This Agreement Signed on this 20th day of March, 2012

FOR THE ORGANIZATION:

**FOR UNION PACIFIC FRUIT
EXPRESS:**


General Chairman


General Director Labor Relations


National Representative


AVP Labor Relations

EXHIBIT A
Clinical Support Services¹

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 – these services 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:

- Bariatric Resource Services (“BR Services”) – BR Services 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.

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

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

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

Therapeutic Drug Category	Drugs
Cancer Therapy	Afinitor [®] Avastin [®] Dacogen [™] Erbitux [®] Gleevec [®] Halaven [™] Herceptin [®] Istodax [®] Jevtana [®] Nexavar [®] Sprycel [®] Sutent [®] Tarceva [™] Tassigna [®] Temodar [®] Torisel [™] Tykerb [®] Vectibix [™] Vidaza [®] Votrient [™] Zolanza [™] Zytiga [™]
Cancer Therapy (Misc.)	Mozobil [™]
Cancer Therapy (Misc.)	Xgeva [™]
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 [®]

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

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