MEMORANDUM OF AGREEMENT

This AGREEMENT, made this 1st day of July 2012, by and between the Delaware and Hudson Railway Company ("D&H") and the Brotherhood of Maintenance of Way Employees Division (BMWED), implements the commitment made by D&H and BMWED in Side Letter # 3 to their March 15, 2010 Agreement.

It applies the terms of the April 25, 2012 National Agreement between the National Carrier's Conference Committee (NCCC) and BMWED to the D&H Maintenance Way Workers.

ARTICLE I -- WAGES

Section 1 - First General Wage Increase

On July 1, 2010, all hourly rates of pay in effect on the preceding day for employees covered by this Agreement shall be increases in the amount of two (2) percent.

(a) Hourly Rates

Add 2 percent to the existing hourly rates of pay.

(b) **Disposition of Fractions**

Rates if pay resulting from application of paragraph (a) 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.

Section 2 - Second General Wage Increase

Effective July 1, 2011, all hourly rates of pay in effect on June 30, 2011, for employees covered by this Agreement shall be increased by two-and-one-half (2.5) percent.

Section 3 - Third General Wage Increase

Effective July 1, 2012, all hourly rates of pay in effect on June 30, 2012 for employees covered by this Agreement shall be increased by four-and-three-tenths (4.3) percent.

Section 4 - Fourth General Wage Increase

Effective July 1, 2013, all hourly rates of pay in effect on June 30, 2013, for employees covered by this Agreement shall be increased by three (3) percent.

Section 5 - Fifth General Wage Increase

Effective July 1, 2014, all hourly rates of pay in effect on June 30, 2014, for employees covered by this Agreement shall be increased by three-and-eight-tenths (3.8) percent.

Section 6 - Sixth General Wage Increase

Effective January 1, 2015, all hourly rates of pay in effect on December 31, 2014, for employees covered by this Agreement shall be increased by three (3) percent.

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 D&H 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

Article III of the March 15, 2010 D&H/BMWED Agreement, as subsequently amended, is hereby further amended by and incorporates all provisions of Article III – Health and Welfare, Side Letter No. 4, Exhibit B – Clinical Support Services,

and Exhibit C – Drugs for Coverage Authorization and Step Therapy Rules from the April 25, 2012, NCCC/BMWED Agreement.

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.

<u>Section 2 -- Plan Design Changes -- Railroad Employees National Health and Welfare Plan</u>

- (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 copayments 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 \$1,000 per family for the six-month period from July 1 through December 31, 2012, inclusive, and at \$750 per individual and \$1,500 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 \$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 preventive care to consumers.
- 6. The Plan shall not cover radiological services performed as 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);
 - 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 from 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:
 - 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 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 and Co-payments to In-Network Retail Pharmacies per prescription are revised ad 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 Program shall be revised as follows:

- 1. Prior Authorization by ERMA's current pharmacy benefit manager (or any successor pharmacy benefit managers) ("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 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 in 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 it 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 June 30, 2012, 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 of \$198.00 pursuant to the terms of the April 18, 2012 letter of understanding between the National Carriers' Conference and the Cooperating Railway Labor Organizations.
- (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 subsection (c) above, the "Carriers' Monthly Payment Rate" for any year shall mean one twelfth of the sum of what the carriers' monthly payments to -
 - 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 employees 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.

(e) It is understood that the cost sharing contributions under this Part B, Section 1 will continue to be applied to employees covered by this Agreement in accordance with Article III (c) of the March 15, 2010 Schedule Agreement.

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 Company 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 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 company 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 Company 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 D&H and 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 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:

	Per Hour	Per Month
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>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>	Maximum Monthly Amount
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 July 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

Effect of this Agreement

- (a) The purpose of this Agreement is to implement the commitment made by D&H and BMWED in Side Letter #3 to the March 15, 2010 Agreement.
- (b) This Agreement will 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 D&H and BMWED from agreeing upon any subject of mutual interest.

For the D&H

Richard Wilson

AVR Industrial Relations

Anthony Stillittano
Labor Relations Officer

For the BMWED

Dale E. Bogart, Jr General Chairman

Approved;

Henry W. Wise, Jr.

Vice President

Date: 7-9-12

July 1, 2012 Side Letter # 1

Dale E. Bogart, Jr General Chairman N/E System – BMWED - IBT 3321 B Vestal Parkway East Vestal, NY 13850

Dear Mr. Bogart:

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

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

Sincerely

Richard Wilson AVP Industrial Relations Canadian Pacific

July 1, 2012 Side Letter # 2

Dale E. Bogart, Jr General Chairman N/E System – BMWED - IBT 3321 B Vestal Parkway East Vestal, NY 13850

Dear Mr. Bogart:

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

It is understood that the retroactive portion of those wage increase shall be applied only to employees who have an employment relationship with D&H on June 28, 2012, or who retired or died subsequent to June 30, 2010.

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

Sincerely,

Richard Wilson AVP Industrial Relations Canadian Pacific

I agree:

Dale E. Bogart, 3r

General Chairman - BMWED

July 1, 2012 Side Letter # 3

Dale E. Bogart, Jr General Chairman N/E System – BMWED - IBT 3321 B Vestal Parkway East Vestal, NY 13850

Dear Mr. Bogart:

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

Article I, Section 6 of this Agreement provides for a three (3) percent general wage increase effective January 1, 2015. Article V, Section 2(c) of this Agreement provides that the parties to this Agreement may serve and progress notices or proposals to amend the D&H/BMWED Agreement 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.

Richard Wilson

Sinçerely,

AVP Industrial Relations

Canadian Pacific

I concur:

Dale E. Bogart, Jr.

General Chairman - BMWED

July 1, 2012

Side Letter #4

Dale E. Bogart, Jr General Chairman N/E System – BMWED - IBT 3321 B Vestal Parkway East Vestal, NY 13850

Dear Mr. Bogart:

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 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 Governing Committee.

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

Sincerely,

Richard Wilson AVP Industrial Relations

Canadian Pacific

I concur:

Dale E. Bogart, Ji

General Chairman - BMWED

Side Letter #5

July 1, 2012

Dale E. Bogart, Jr General Chairman N/E System – BMWED - IBT 3321 B Vestal Parkway East Vestal, NY 13850

Dear Mr. Bogart:

Notwithstanding the moratorium and commitments in Side Letter No.3, of the March 15, 2010 Agreement, the Carrier and BMWED agree to continue voluntary discussions on adjustments to D&H rates of pay, rules and working conditions. It is understood that any changes to rates of pay, rules or working conditions will be in consideration for changes in work rules or working conditions that bring value to the Carrier.

Please indicate your concurrence by signing below.

Sincerely

Richard Wilson

AVP Industrial Relations

I concur:

Dale E. Bogart, Ir

General Chairman - BMWED

System Council 7

APPENDIX 1 RATES OF PAY

TO BE CALCULATED

EXHIBIT A

The following is Exhibit B the NCCC/BMWED April 25, 2012 Agreement

Clinical Support Services (1)

Radiology Notification Program (RNS) — Under this program, a radiology notification process is required for participating (network) physicians, health care professional, 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 fo the claim with no balance 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 network and specialty nurse resources that provide specific case management interventions:

- -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.
- (1) the actual program names, specific services/processes, and administration will vary by medical vendor.

-<u>Kidney Resource Services (KRS)</u> – 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 B

The following is EXHIBIT C to the NCCC/BMWED April 25,, 2012, Agreement

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

Therapeutic Drug Category	Drugs
Specialty Drugs	
Gout Therapy	Uloric [®] Krystexxa [™]
Rheumatologic al (RA Agents)	Actemra [®] Arava [®] Cimzia [®] Enbrel [®] Humira [®] Kineret [®] Orencia [®] Remicade [®] Rituxan [®] Simponi [™]
Misc Agents	Benlysta® Savella®
Erythroid Stimulants	Aranesp [®] Epogen [®] Procrit [®]
Growth Hormones	Egrifta [™] 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 [®]

Therapeutic Drug Category	Drugs
Multiple Sclerosis Therapy	Amypra [™] Avonex [®] Betaseron [®] Copaxone [®] Extavia [®] Gilenya [™] Novantrone [®] Rebif [®] Tysabri [®]
Myeloid Stimulants and Hemostatics	Leukine [®] Neulasta [®] Neumega [®] Neupogen [®] Nplate [™] Promacta [®]
Vaccines & Misc Immunological s	Botox [®] Dysport [™] Myobloc [™] Xeomin [®]
Vaccines & Misc Immunological s (Immune Globulins) Dermatological s - Psoriasis	Carimune NF® Flebogamma DIF® Gammagard® Gammagard S-D® Gammaplex® Gamimune-N® Gamunex® Gamunex-C® Hizentra™ Privigen™ Vivaglobin® Amevive® Stelara®
Cancer Therapy	Afinitor® Avastin® Dacogen™ Erbitux® Gleevec® Halaven™ Herceptin® Istodax® Jevtana® Nexavar® Sprycel® Sutent® Tarceva™ Tasigna® Temodar® Torisel™ Tykerb® Vectibix™ Vidaza® Votrient™ Zolinza™ Zytiga™
Cancer Therapy (Misc.)	Mozobil™

Therapeutic Drug Category	Drugs
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 [®]

Therapeutic Drug Category	Drugs
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/Ti	raditional Drugs
Hypnotics	Ambien® Ambien CR™ Butisol® chloral hydrate Dalmane® Doral® Edluar™ Halcion® Lunesta® Nembutal® Prosom® Restoril® Rozerem® Silenor® Sonata® Zolpimist™

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July 1, 2012

Therapeutic Drug Category	Drugs
Migraine	Alsuma Amerge® Axert® Frova® Imitrex® Imitrex Inj® ImitrexNS® Maxalt® MaxaltMLT® Migranal NS® Relpax® Sumavel® Treximet™ Zomig® Zomig ZMT®
Narcolepsy	Nuvigil® Provigil®

Therapeutic Drug Category	Drugs
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 [™]
Dermatological s - Acne	Solodyn®
Anorexiants/W eight 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/O DT, omeprazole, omeprazole sodium bicarbonate, pantoprazole	Aciphex, Dexilant (Kapidex), Prevacid/Susp, Prilosec Oral Susp (brand), Protonix 40mg Susp, Zegerid Packet
Sleep Agents/Hypnot ics	zolpidem/ER, zaleplon	Edular, Lunesta, Rozerem, Silenor
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).