SHEET METAL | AIR | RAIL | TRANSPORTATION

SMART®

TRANSPORTATION DIVISION

AGREEMENT

of

DECEMBER 1, 2017

Between Railroads Represented by the

NATIONAL CARRIERS' CONFERENCE COMMITTEE

and

Employees of such Railroads Represented by the

SMART - TRANSPORTATION DIVISION

Case No. A-13828
Document "A"

MEDIATION AGREEMENT

THIS AGREEMENT, made this 1st day of December, 2017, 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 (other than Yardmasters) of such carriers shown thereon and represented by the International Association of Sheet Metal, Air, Rail and Transportation Workers, Transportation Division ("SMART-TD"), witnesseth:

IT IS HEREBY AGREED:

ARTICLE I - WAGES

Section 1 – First General Wage Increase

Effective January 1, 2015, all standard rates of pay in effect on December 31, 2014 for employees represented by SMART-TD were increased by three (3) percent pursuant to Article I, Section 6 of the September 16, 2011 National SMART-TD Agreement, Document "A". This 3% general wage increase was mutually negotiated to apply as the first-year increase of this five-year Agreement, the term of which runs from January 1, 2015 through December 31, 2019.

Section 2 – Second General Wage Increase

(for other than Dining Car Stewards)

(a) Effective July 1, 2016, all standard basic daily rates of pay for employees represented by SMART-TD in effect on June 30, 2016 shall be increased by two (2) percent.

(b) In computing the increase for enginemen under paragraph (a) above, two (2) percent shall be applied to the standard basic daily rates of pay applicable

in the following weight-on-drivers brackets, and the amounts so produced shall be added to each standard basic daily rate of pay:

Passenger	- 600,000 and less than 650,000 pounds
Freight	- 950,000 and less than 1,000,000 pounds (through freight rates)
Yard Engineers	- Less than 500,000 pounds
Yard Firemen	- Less than 500,000 pounds

(separate computation covering five- day rates and other than five-day rates)

Section 3 - Third General Wage Increase (for other than Dining Car Stewards)

Effective July 1, 2017, all standard basic daily rates of pay in effect on June 30, 2017 for employees represented by SMART-TD shall be increased by two (2) percent, computed and applied in the same manner prescribed in Section 2(b) above.

Section 4 - Fourth General Wage Increase (for other than Dining Car Stewards)

Effective July 1, 2018 all standard basic daily rates of pay in effect on June 30, 2018 for employees represented by SMART-TD shall be increased by two-and-one-half (2.5) percent, computed and applied in the same manner prescribed in Section 2(b) above.

Section 5 – Fifth General Wage Increase (for other than Dining Car Stewards)

Effective July 1, 2019, all standard basic daily rates of pay in effect on June 30, 2019 for employees represented by SMART-TD shall be increased by three (3) percent, computed and applied in the same manner prescribed in Section 2(b) above.

Section 6 - Standard Rates

The standard basic daily rates of pay produced by application of the increases provided for in this Article are set forth in Appendix 1, which is a part of this Agreement.

Section 7 - Application of Wage Increases

(a) The adjustments provided for in this Article will not apply to duplicate time payments, including arbitraries and special allowances that are expressed in time, miles or fixed amounts of money, but will apply to mileage rates of pay for miles run in excess of the number of miles comprising a basic day.

(b) In engine service and in train and yard ground service, miscellaneous rates based upon hourly or daily rates of pay, as provided in the schedules or wage agreements, shall be adjusted in the same manner as heretofore increased under previous wage agreements.

(c) In determining new hourly rates, fractions of a cent will be disposed of by applying the next higher quarter of a cent.

(d) Daily earnings minima shall be changed by the amount of the respective daily adjustments.

(e) Standard monthly rates and money monthly guarantees applicable in passenger train service shall be thirty times the new standard daily rates. Other than standard monthly rates and money monthly guarantees shall be so adjusted that money differentials existing as of June 30, 2016 shall be preserved.

(f) Existing monthly rates and money monthly guarantees applicable in train service other than passenger will be changed in the same proportion as the daily rate for the class of service involved is adjusted.

(g) Existing money differentials above existing standard daily rates shall be maintained.

(h) In local freight service, the same differential in excess of through freight rates shall be maintained.

(i) The existing differential of $6.00 per basic day in passenger, freight, and yard service, and 6¢ per mile for miles in excess of the number of miles encompassed in the basic day, currently payable to engineers working without firemen, shall be maintained and applied in the same manner as the local freight differential.

(j) In computing the first increase in rates of pay effective under Section 2 for engineers, firemen, conductors, brakemen and flagmen employed in local freight service, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of miles equal to or less than the number comprising a basic day, which are therefore paid on a daily basis without a mileage component, whose rates had been increased by "an additional $.40" effective July 1, 1968, the two (2) percent increase shall be applied to daily rates in effect on the day preceding the effective date of the general wage increase provided for in Section 2, exclusive of car scale additives, local freight differentials, and any other money differential above existing standard daily rates. For firemen, the rates applicable in the weight-on-drivers bracket 950,000 and less than 1,000,000 pounds shall be utilized in computing the amount of increase. The same procedure shall be followed in computing the increases effective July 1, 2017, July 1, 2018, and July 1, 2019. The rates produced by application of the standard local freight differentials and the above-referred-to special increase of "an additional $.40" to standard basic through freight rates of pay are set forth in Appendix 1 which is a part of this Agreement.

(k) Other than standard rates:

(i) Existing basic daily rates of pay other than standard shall be changed, effective as of the dates specified in Sections 2, 3, 4, and 5

hereof, by the same respective percentages as set forth therein, computed and applied in the same manner as the standard rates were determined.

(ii) The existing differential of $6.00 per basic day in passenger, freight, and yard service, and 6¢ per mile for miles in excess of the number of miles encompassed in the basic day, currently payable to engineers working without firemen, shall be maintained and applied in the same manner as the local freight differential.

(iii) Daily rates of pay, other than standard, of engineers, firemen, conductors, brakemen and flagmen employed in local freight service, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of miles equal to or less than the number encompassed in the basic day, which are therefore paid on a daily basis without a mileage component, shall be increased as of the effective dates specified in Sections 2, 3, 4, and 5 hereof, by the same respective percentages as set forth therein, computed and applied in the same manner as provided in paragraph (k)(i) above.

(l) Trip Rates established pursuant to Article V of the 2002 SMART-TD (UTU) Agreement shall be adjusted by application of the general wage increases provided for in this Article I, Sections 2 through 5, in the manner set forth in Article V, Part B, Section 4(c)(1) of that Agreement.

Section 8 - General Wage Increases for Dining Car Stewards

(a) Effective January 1, 2015, all basic monthly rates of pay in effect on December 31, 2014 for dining car stewards represented by SMART-TD were increased by three (3) percent pursuant to Article I, Section 9(f) of the September 16, 2011 National SMART-TD Agreement, Document "A". This 3% general wage increase was mutually negotiated to apply as the first-year increase of this five-year Agreement, the term of which runs from January 1, 2015 through December 31, 2019.

(b) Effective July 1, 2016, all basic monthly rates of pay in effect on June 30, 2016 for dining car stewards represented by SMART-TD shall be increased by two (2) percent.

(c) Effective July 1, 2017 all basic monthly rates of pay in effect on June 30, 2017 for dining car stewards represented by SMART-TD shall be increased by two (2) percent.

(d) Effective July 1, 2018, all basic monthly rates of pay in effect on June 30, 2018 for dining car stewards represented by SMART-TD shall be increased by two-and-one-half (2.5) percent.

(e) Effective July 1, 2019, all basic monthly rates of pay in effect on June 30, 2019 for dining car stewards represented by SMART-TD shall be increased by three (3) percent.

ARTICLE II - HEALTH AND WELFARE

Part A – Employee Sharing of Plan Costs

Section 1 – Monthly Employee Cost-Sharing Contributions

The employee monthly cost-sharing contribution amount shall be $228.89 until such time as otherwise mutually agreed by the parties during negotiations commencing when this Agreement becomes amendable pursuant to Article III.

Section 2 – Other Terms

Existing arrangements regarding the method of making employee cost-sharing contributions on a pre-tax basis shall be continued subject to the provisions of the Railway Labor Act.

Part B – 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 Railroad Employees National Early Retirement Major Medical Benefit Plan, the Railroad Employees National Vision Plan, and the Railroad Employees National Health Flexible Spending Account Plan ("FSA"), modified as provided in this Article with respect to employees represented by the organization and their eligible dependents, shall be continued subject to the provisions of the Railway Labor Act.

Section 2 – Plan Design Changes

(a) The Plans' Managed Medical Care Program ("MMCP") shall be modified as follows:

(1) The Annual Deductible for In-Network Services for which a fixed-dollar co-payment does not apply shall be $325 per individual and $650 per family, respectively, in 2018 and $350 and $700, respectively, in 2019 and thereafter.

(2) The Individual and Family In-Network Out-of-Pocket Maximums shall be $1,800 and $3,600, respectively, in 2018 and $2,000 and $4,000, respectively, in 2019 and thereafter.

(3) The Emergency Room fixed-dollar co-payment for In-Network and Out-of-Network Services shall be $100, for each visit, but shall not apply if the visit results in admission to the hospital.

(4) The fixed-dollar co-payment for each visit to an In-Network Provider that is an Urgent Care Center, or who is in general practice, specializes in pediatrics, obstetrics/gynecology, family practice or internal medicine, or who is a Nurse Practitioner, Physician Assistant, Physical Therapist or Chiropractor, shall be $25. The fixed-dollar co-payment for each visit to any other In-Network Provider that is not a Convenient Care Clinic shall be $40. The fixed-dollar co-payment for each visit to a Convenient Care Clinic shall be $10.

(5) Eligible Expenses for In-Network Services, other than ACA Preventive Health Services, shall be paid at 90% after any applicable deductible is satisfied and at 100% following payment of an applicable fixed-dollar co-payment or after the In-Network Out-of-Pocket Maximum is met.

(6) The Annual Deductible for Out-of-Network Services shall be $650 per individual and $1,300 per family, respectively, in 2018, and $700 per individual and $1,400 per family, respectively, in 2019 and thereafter.

(7) The Individual and Family Out-of-Network Out-of-Pocket Maximums shall be $3,600 and $7,200, respectively, in 2018 and $4,000 and $8,000, respectively, in 2019 and thereafter.

(8) Eligible Expenses for Out-of-Network Services shall be paid at 70% after any applicable deductible is satisfied and at 100% after the Out-of-Pocket Maximum is met, in each case subject to a 20% reduction in benefits for failure to give any notice required by the Plans or if the company administering the member's benefits determines that the service or supply is not Medically Appropriate.

(b) The Plans' Comprehensive Health Care Benefit ("CHCB") shall be modified as follows:

(1) The Annual Deductible shall be $325 per individual and $650 per family, respectively, in 2018 and $350 and $700, respectively, in 2019 and thereafter.

(2) The Individual and Family Out-of-Pocket Maximums shall be $2,800 and $5,600, respectively, in 2018 and $3,000 and $6,000, respectively, in 2019 and thereafter.

(3) Eligible Expenses, other than those for ACA Preventive Health Services, shall be paid at 80% after any applicable deductible is satisfied and at 100% after the Out-of-Pocket Maximum is met, in each case subject to a 20% reduction in benefits for failure to give any notice required by the Plans or if the company administering the member's benefits determines that the service or supply is not Medically Appropriate.

(c) The Plan's Managed Medical Care Program ("MMCP") and its Comprehensive Health Care Benefit ("CHCB") shall both be modified as follows:

(1) They shall include arrangements for covered employees and their covered dependents to receive, on a wholly voluntary basis and, except as noted in the immediately succeeding sentence, without any co-payment or co-insurance, the Telemedicine, Expert Second Opinion, Health Advocacy and End-of-Life Counseling benefits described in Exhibit B hereto. There shall be a co-payment of $10 for each Telemedicine visit under the In-Network segment of the MMCP.

(2) UnitedHealthcare shall be the sole provider and administrator of such of the Plan's Care Coordination/Medical Management activities as may be agreed to by UnitedHealthcare and the Plan, regardless of what company administers the covered employee's or covered dependent's benefits.

(3) Benefits for Eligible Expenses for Covered Health Services that consist of Mental Health Care or Substance Abuse Care shall be provided under the MMCP and CHCB and shall continue to be administered by the current provider of Mental Health Care and Substance Abuse Care benefits. Such Expenses shall be subject to all of the terms and conditions of the MMCP and CHCB as are applicable to the programs' coverage of medical and surgical services in accordance with mental health parity laws.

(4) The MMCP and CHCB will not cover the cost of those Specialty Drugs that are covered under the Medical Management Channel Program described in Exhibit C hereto.

(5) The Centers of Excellence (COE) Resource Services shall be expanded as described in Exhibit B hereto.

(d) The Plan's Prescription Drug Card and Mail Order Prescription Drug Programs shall both be modified as follows:

(1) They shall include the Medical Channel Management Program described in Exhibit C hereto, or its equivalent.

(2) They shall include the Screen Rx Program described in Exhibit C hereto, or its equivalent.

(3) They shall include the Fraud, Waste and Abuse Program described in Exhibit C hereto, or its equivalent.

(e) The Plan's Prescription Drug Card program shall be modified as follows:

(1) The co-payment per fill for a Generic Drug at an In-Network Pharmacy shall be $10.

(2) The co-payment per fill for a Brand Name Drug that is a Formulary Drug dispensed at an In-Network Pharmacy shall be $30 if the drug is ordered by a Physician to be "Dispensed As Written" or if there is no equivalent Generic Drug. Otherwise, the co-payment shall be $30 plus the difference in cost between the equivalent Generic Drug and the prescribed Brand Name Drug.

(3) The co-payment per fill for a Brand Name Drug that is a Non-Formulary Drug dispensed at an In-Network Pharmacy shall be $60 if the drug is ordered by a Physician to be "Dispensed As Written" or if there is no equivalent Generic Drug. Otherwise, the co-payment shall be $60 plus the difference in cost between the equivalent Generic Drug and the prescribed Brand Name Drug.

(f) The Plan's Mail Order Prescription Drug Program shall be modified as follows:

(1) The co-payment per fill for a Generic Drug shall be $10.

(2) The co-payment per fill for a Brand Name Drug that is a Formulary Drug shall be $60.

(3) The co-payment per fill for a Brand Name Drug that is a Non-Formulary Drug shall be $120.

(g) The Plan's Mental Health and Substance Abuse program ("MHSA") shall be fully integrated into the Plan's MMCP and CHCB as called for under Section (c)(3) above and shall not be a separate Plan program.

(h) The Railroad Employees National Vision Plan shall be modified as follows:

(1) One eye exam per calendar year.

(2) One Prescription pair of eyeglass Lenses (or two Prescription separate eyeglass Lenses) every two calendar years.

(3) One pair of eyeglass frames for Prescription Lenses every two calendar years.

Part C – Flexible Spending Accounts

The Flexible Spending Arrangement established pursuant to the national letter agreement with SMART-TD (UTU) dated June 27, 2012 is amended as follows effective for Plan Years beginning 2019, except as otherwise provided.

(a) The annual grace period shall be March 15 of the calendar year immediately following the end of each Plan Year.

(b) Annual contributions through pre-tax wage deductions may be made up to the maximum amount permitted by law, provided, however, that such contribution amount shall be capped at $3000 for Plan Year 2019 and shall increase by not more than $500 annually for each Plan Year thereafter.

(c) The Carriers' right to terminate participation in the FSA of employees covered by this Agreement for failure to meet any level or percentage of enrollment in the FSA of such employees eligible to enroll is suspended beginning Plan Year 2018, provided, however, that such suspension may be revoked for any Plan Year, commencing 2020, upon ninety (90) days written notice to the President of SMART-TD from the Chairman of the National Carriers' Conference Committee.

Part D – Solicitation of Bids from Pharmacy Benefit Managers

The Plan shall promptly solicit bids from suitable companies to provide pharmacy benefit management services to the Plan and shall offer to negotiate a contract with such bidder as may be selected, as provided in Side Letters #3 and #4 to this Agreement.

Part E – Effective Date and Definitions

(a) The modifications provided for in this Article shall be effective January 1, 2018.

(b) Any terms used in this Article that are defined in the Plan shall be given the same meaning, unless otherwise provided. A "Specialty Drug", for purposes of the Medical Channel Management Program described in Exhibit C hereto, or its equivalent, shall include any Prescription Drug classified by the Plan's Pharmacy Benefit Manager for its general book of business as a specialty drug.

ARTICLE III - 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, 2014 (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, 2014 (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, 2019 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, 2019 (not to become effective before January 1, 2020), any notice or proposal.

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

SIGNED AT WASHINGTON, D.C. THIS 1st DAY OF DECEMBER, 2017.

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

FOR THE EMPLOYEES REPRESENTED BY SMART,TRANSPORTATION DIVISION:

John Previsich, President
SMART TD

John E. Lesniewski, Vice President

David Wier, Vice President

Troy L. Johnson, Vice President

John R. England, Vice President

Doyle K. Turner, Vice President

Jeremy Ferguson, Vice President

Steven C. Mavity, General Chair CSX

Daniel L. Young, General Chair, BNSF

Brent Leonard, General Chair, UP

Mark Cook, General Chair NS

Kevin Brodar,
General Counsel

Jeff Weisbarth,
Executive Assistant
to the President

Jeff Brandow,
Executive Assistant
to the President

December 1, 2017
#1

Mr. John Previsich
President
SMART, Transportation Division
24950 Country Club Blvd.
Suite 340
North Olmsted, OH 44070

Dear Mr. Previsich:

This confirms our understanding with respect to the general wage increases provided for in Article I, Sections 2 and 3 of Document "A" 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. The carriers will also implement the general wage increases referenced above on January 1, 2018, or as soon thereafter as practicable.

If a carrier finds it impossible to make such retroactive payments and/or implement the referenced general wage increases by the dates specified above, such carrier shall notify you in writing explaining why such payments and/or implementation have not been made and indicating when such action(s) will occur.

Very truly yours,

A. Kenneth Gradia

A. Kenneth Gradia

December 1, 2017
#2

Mr. John Previsich
President
SMART, Transportation Division
24950 Country Club Blvd.
Suite 340
North Olmsted, OH 44070

Dear Mr. Previsich:

This refers to the increase in wages provided for in Sections 2 and 3 of Article I of Document "A" 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, 2016.

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

Very truly yours,

A. Kenneth Gradia

I agree:

John Previsich

December 1, 2017
#3

Mr. John Previsich
President
SMART, Transportation Division
24950 Country Club Blvd.
Suite 340
North Olmsted, OH 44070

Dear Mr. Previsich:

This confirms our understanding with respect to Article II, Part D of Document "A" of the Agreement of this date.

During our discussions in connection with the Agreement of this date, the parties recognized that it would be in the best interests of all stakeholders to conduct a request for information or request for proposals (in either case, an "RFI") from certain national pharmacy benefit managers ("PBMs") in connection with the possible selection of a new PBM to administer pharmacy benefits under The Railroad Employees National Health and Welfare Plan (the "Plan"). We agreed that it would be best to establish a formalized process to solicit information from potential PBMs, review that information, and ultimately select a new PBM or continue with the existing PBM. That process is described below.

The PBM review and selection process will be conducted in four phases – RFI submission, RFI response review, PBM selection, and PBM implementation.

1. RFI Submission. The Chairman of the National Carriers' Conference Committee and the designated representatives from the Unions signatory to this Letter Agreement shall designate carrier and union representatives to prepare the RFI with support from advisors and counsel. The RFI shall be submitted to Express Scripts, Inc., Optum Rx, and CVS/Caremark (collectively, the "PBM Candidates") no later than January 31, 2018.

2. RFI Response Review. The PBM Candidates shall be instructed to provide responses to the RFI no later than March 20, 2018. The designated carrier and union representatives shall schedule a meeting to occur no later than April 20, 2018. The purpose of this meeting shall be to review summaries of the RFI responses, and to determine which PBM Candidates should be invited to provide in-person presentations. Such determination shall be made by unanimous vote of the designated representatives, with each side having one vote. In the event that the designated representatives are not unanimous, the determination will be made by the JPC. In-person presentations shall be conducted by PBM Candidates no later than May 30, 2018. The designated carrier and labor representatives, and their advisors and counsel, shall be invited to attend.

3. PBM Selection. No later than June 30, 2018, management (through the Chairman of the National Carriers' Conference Committee) and labor (through the designated representatives from the Unions signatory to this Letter Agreement) shall inform one another of their respective preferred PBM Candidate. The JPC shall vote on which PBM Candidate to select no later than July 13, 2018. The selected PBM Candidate shall be notified no later than August 1, 2018.

4. PBM Implementation. During the period beginning August 1, 2018 and ending November 30, 2018, the designated carrier and union representatives, with support from advisors and counsel, shall negotiate a services agreement with the selected PBM Candidate that shall be conditioned upon approval by the JPC. The JPC shall vote on whether to approve the negotiated agreement, and if approval is given, shall execute it, no later than December 31, 2018. The designated carrier and labor representatives will work together to prepare and distribute member communications related to the new PBM.

Key dates described above are summarized in the following table:

Task to be Completed	**No Later Than**
RFI formally submitted to PBM Candidates.	January 31, 2018

Deadline for PBM Candidate response to RFI.	March 20, 2018
Meeting to discuss RFI responses.	April 20, 2018
In-person presentations by PBM Candidates.	May 30, 2018
Meeting to select PBM.	June 30, 2018
Joint Plan Committee formally approves PBM.	July 13, 2018
Selected PBM Candidate Notified.	August 1, 2018
Implementation Period	August 1 – December 31, 2018
Effective date of new PBM.	January 1, 2019

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

Very truly yours,

A. Kenneth Gradia

A. Kenneth Gradia

I agree:

John Previsich

December 1, 2017
#4

Mr. John Previsich
President
SMART, Transportation Division
24950 Country Club Blvd.
Suite 340
North Olmsted, OH 44070

Dear Mr. Previsich:

This confirms our understanding with respect to Article II, Part D of Document "A" of the Agreement of this date.

During our discussions in connection with the Agreement of this date, the parties recognized that it would be in the best interests of all stakeholders to conduct a request for information or request for proposals (in either case, an "RFI") from certain national pharmacy benefit managers ("PBMs") in connection with the possible selection of a new PBM to administer pharmacy benefits under The National Railway Carriers and United Transportation Union (NRC/UTU) Health and Welfare Plan. We agreed that it would be best to establish a formalized process to solicit information from potential PBMs, review that information, and ultimately select a new PBM or continue with the existing PBM. That process is described below.

The PBM review and selection process will be conducted in four phases – RFI submission, RFI response review, PBM selection, and PBM implementation.

5. RFI Submission. The Chairman of the National Carriers' Conference Committee and the President of SMART-TD shall designate carrier and union representatives to prepare the RFI with support from advisors and counsel. The RFI shall be submitted to Express Scripts, Inc., Optum Rx, and CVS/Caremark (collectively, the "PBM Candidates") no later than January 31, 2018.

6. RFI Response Review. The PBM Candidates shall be instructed to provide responses to the RFI no later than March 20, 2018. The designated carrier and union representatives shall schedule a meeting to occur no later than April 20, 2018. The purpose of this meeting shall be to review summaries of the RFI responses, and to determine which PBM Candidates should be invited to provide in-person presentations. Such determination shall be made by unanimous vote of the designated representatives, with each side having one vote. In the event that the designated representatives are not unanimous, the determination will be made by the Governing Committee. In-person presentations shall be conducted by PBM Candidates no later than May 30, 2018. The designated carrier and labor representatives, and their advisors and counsel, shall be invited to attend.

7. PBM Selection. No later than June 30, 2018, management (through the Chairman of the National Carriers' Conference Committee) and labor (through the President of SMART-TD) shall inform one another of their respective preferred PBM Candidate. The Governing Committee shall vote on which PBM Candidate to select no later than July 13, 2018. The selected PBM Candidate shall be notified no later than August 1, 2018.

8. PBM Implementation. During the period beginning August 1, 2018 and ending November 30, 2018, the designated carrier and union representatives, with support from advisors and counsel, shall negotiate a services agreement with the selected PBM Candidate that shall be conditioned upon approval by the Governing Committee. The Governing Committee shall vote on whether to approve the negotiated agreement, and if approval is given, shall execute it, no later than December 31, 2018. The designated carrier and labor representatives will work together to prepare and distribute member communications related to the new PBM.

Key dates described above are summarized in the following table:

Task to be Completed	**No Later Than**
RFI formally submitted to PBM Candidates.	January 31, 2018
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Governing Committee formally approves PBM.	July 13, 2018
Selected PBM Candidate Notified.	August 1, 2018
Implementation Period	August 1 – December 31, 2018
Effective date of new PBM.	January 1, 2019

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

Very truly yours,

A. Kenneth Gradia

A. Kenneth Gradia

I agree:

John Previsich

EXHIBIT A
SMART-TD

CARRIERS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES SERVED ON OR AFTER NOVEMBER 1, 2014 BY AND ON BEHALF OF SUCH CARRIERS UPON SMART, TRANSPORTATION DIVISION, AND NOTICES SERVED ON OR AFTER NOVEMBER 1, 2014 BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES OF SMART, TRANSPORATION DIVISION, 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 United Transportation Union:

Alameda Belt Line
Alton & Southern Railway Company
The Belt Railway Company of Chicago
BNSF Railway Company
Central California Traction Company
Consolidated Rail Corporation
CSX Transportation, Inc.
The Baltimore and Ohio Railroad Company (former)
The Baltimore and Ohio Chicago Terminal Railroad Company
Consolidated Southern Region Agreement
Delaware & Hudson Railroad Company d.b.a. C.P. - 1
Indiana Harbor Belt Railroad Company
The Kansas City Southern Railway Company
Kansas City Southern Railway
Louisiana and Arkansas Railway
MidSouth Rail Corporation
Gateway Western Railway
SouthRail Corporation

Tenn. Rail Corporation
The Texas Mexican Railway Company
Joint Agency
Longview Switching Company
Los Angeles Junction Railway Company
New Orleans Public Belt Railroad
Norfolk & Portsmouth Belt Line Railroad Company
Norfolk Southern Railway Company
The Alabama Great Southern Railroad Company
Central of Georgia Railroad Company
The Cincinnati, New Orleans & Texas Pacific Railway Co.
Georgia Southern and Florida Railway Company
Tennessee, Alabama and Georgia Railway Company
Tennessee Railway Company
Northeast Illinois Regional Commuter Railroad Corporation (METRA) - 1
Northern Indiana Commuter Transportation District - 1
Portland Terminal Railroad Company
Port Terminal Railroad Association
Soo Line Railroad Company d.b.a. C.P. - 1
Terminal Railroad Association of St. Louis - 1
Texas City Terminal Railway Company
Union Pacific Railroad Company
Wichita Terminal Association
Winston-Salem Southbound Railway Company

* * * * * *

Notes:

1 - Health & Welfare only

FOR THE CARRIERS:

FOR SMART TD:

December 1, 2017
Washington, D.C.

Exhibit B--Added Value Programs

Telemedicine

Telemedicine is a service providing access to virtual physician visits via online video or phone consultations with 24 hours per day and 365 days per year availability. During a virtual visit, members can obtain a diagnosis and possibly a prescription. It is not intended as a replacement for the standard PCP relationship, but as an enhancement to broaden member access.

Telemedicine will be offered uniformly, solely as an in-network benefit, across each of the Plan's benefit administrators making use of a single telemedicine organization, namely, Teladoc, a leading national telemedicine provider that has real-time eligibility (RTE) bridges built with all three of the Plan's benefit administrators.

Expert Second Opinion

This program will offer voluntary, member-initiated expert second opinions that will generally include clinical evaluation of the member's medical situation, a thorough review of the member's medical records, and answers to complex member medical questions. The services provided by this program will be performed by experts affiliated with Best Doctors, a leading provider of these services in the country.

Members will initiate the service by calling a dedicated 800-number or online, and then proceed to provide detailed data on their medical situation to a physician with a specialty matched to their condition. Best Doctors collects all the records-the member just needs to sign a release form. The member's case is then reviewed by one or more world renowned Experts who provide their opinions and recommendations via a detailed written report that is thoroughly reviewed with the member. There will be no member cost associated with this program.

Health Advocate

Health Advocate, a leading provider of the kind of services provided by this

program, will make available by phone or online 24/7 individuals who are typically seasoned registered nurses or experienced benefits specialists, on a voluntary and member initiated basis, to help resolve a number of issues, including, but not limited to:

- Finding the right in-network doctors and hospitals
- Scheduling appointments
- Coordinating expert second opinions
- Resolving insurance claims and medical billing issues
- Obtaining approvals for needed services from insurance companies
- Finding treatment for complex and serious diagnoses
- Explaining insurance plan options and enrollment
- Transferring medical records, X-rays and lab results
- Researching the latest approaches to care
- Coordinating services during and after a hospital stay

End-of-Life Counseling

Vital Decisions' end-of-life counseling programs will be made available to Plan members on a voluntary and member-initiated basis. These programs utilize both telephonic and technology-enabled solutions that provide a compassionate, patient centered experience that readies a patient for relevant end-of-life decision-making.

The programs are designed to improve the quality of the communication and shared decision-making processes for Plan members with advanced illness (life expectancy of one year or less), their family and their physicians. The improvement of these processes is achieved by assisting the individuals to overcome the inherent barriers and obstacles that normally prevent them from effectively communicating their quality of life priorities to their family and physicians and participating in making significant end-of-life decisions.

Core principles of Vital Decisions' program strategy and methods are:

- Care decisions should reflect the personal quality of life priorities and values of the individual especially during the time of complex or serious illness.
- Behavioral Economics and Behavior Change Science should be selectively and effectively utilized to achieve high quality values communications and a shared decision-making process that integrate a patient's values.

- The member should understand that he/she is the key to success and focus of improving the processes.

Centers of Excellence (COE) Resource Services – Cleveland Clinic

The Plan's current Centers of Excellence (COE) Resource Services will be expanded through the Plans' entering into a contract with the Cleveland Clinic to provide enhanced specialty services to members. During the first year of the contract, only the Cleveland Clinic's Heart Benefit will be available to members. During the second year, the Cleveland Clinic's Orthopedic and Spine Benefit, in addition to the Heart Benefit, will be available to members. Specific services covered under the Cleveland Clinic COE Resource Services program will be set forth in the contract entered into between the Plans and the Cleveland Clinic.

Member participation in the Cleveland Clinic COE Resource Services program shall be entirely voluntary. Benefits currently available to members under the existing COE Resource Services program, such as the travel benefit and cost-sharing waiver, shall also apply to the Cleveland Clinic COE Resource Services program.

An additional hospital(s) may be added to this enhanced COE network after successful completion of the first year for services specific to cardiac care as defined in the first year of implementation or specific to orthopedic services as defined in the second year.

Exhibit C – New Pharmacy Programs

Screen Rx

The program will work as follows:

- Members predicted to become non-adherent, i.e., not taking medicine as prescribed by their doctor, will receive up to three automated outbound calls showing Express Scripts' name on the caller ID. The calls will specifically refer to the member's medications.
- Members will be asked to answer questions determined by branching logic about adherence barriers. Calls are expected to last 5 minutes on average and will afford the member multiple opportunities to speak with a live pharmacist.
- Members not reached by phone will receive a letter with adherence tips and an 800 number for 24/7 support.

Medical Channel Management

Under this program, members will obtain specified Specialty Drugs through the Plan's Pharmacy Programs rather than through its Medical Programs.

Fraud, Waste and Abuse

This program involves proactive utilization of advanced analytics to identify potential abuse of prescription medications, in particular controlled substances. Where abuse is confirmed through investigation and objective evidence, appropriate restrictions are implemented by Express Scripts (pharmacy lock limiting member to one pharmacy or one prescriber) in collaboration with medical vendor.

Case No. A-13828
Document "B"
(Yardmasters)

MEDIATION AGREEMENT

THIS AGREEMENT, made this 1st day of December, 2017, 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, International Association of Sheet Metal, Air, Rail and Transportation Workers, Transportation Division, witnesseth:

IT IS HEREBY AGREED:

ARTICLE I - WAGES

Section 1 - First General Wage Increase

Effective January 1, 2015, all standard rates of pay in effect on December 31, 2014 for employees represented by SMART-TD were increased by three (3) percent pursuant to Article I, Section 6 of the September 16, 2011 National SMART-TD Agreement, Document "B". This 3% general wage increase was mutually negotiated to apply as the first-year increase of this five-year Agreement, the term of which runs from January 1, 2015 through December 31, 2019.

Section 2 - Second General Wage Increase

Effective July 1, 2016, all standard basic daily rates of pay for employees covered by this Agreement in effect on June 30, 2016 shall be increased by two (2) percent.

Section 3 - Third General Wage Increase

Effective July 1, 2017, all standard basic daily rates of pay in effect on June 30, 2017 for employees covered by this Agreement shall be increased by two (2) percent, computed and applied in the same manner prescribed in Section 2 above.

Section 4 - Fourth General Wage Increase

Effective July 1, 2018 all standard basic daily rates of pay in effect on June 30, 2018 for employees covered by this Agreement shall be increased by two-and-one-half (2.5) percent, computed and applied in the same manner prescribed in Section 2 above.

Section 5 - Fifth General Wage Increase

Effective July 1, 2019, all standard basic daily rates of pay in effect on June 30, 2019 for employees covered by this Agreement shall be increased by three (3) percent, computed and applied in the same manner prescribed in Section 2 above.

Section 6 - 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 - HEALTH AND WELFARE

Part A – Employee Sharing of Plan Costs

Section 1 – Monthly Employee Cost-Sharing Contributions

The employee monthly cost-sharing contribution amount shall be $228.89 until such time as otherwise mutually agreed by the parties during negotiations commencing when this Agreement becomes amendable pursuant to Article IV.

Section 2 – Other Terms

Existing arrangements regarding the method of making employee cost-sharing contributions on a pre-tax basis shall be continued subject to the provisions of the Railway Labor Act.

Part B – 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 Railroad Employees National Early Retirement Major Medical Benefit Plan, the Railroad Employees National Vision Plan, and the Railroad Employees National Health Flexible Spending Account Plan ("FSA"), modified as provided in this Article with respect to employees represented by the organization and their eligible dependents, shall be continued subject to the provisions of the Railway Labor Act.

Section 2 – Plan Design Changes

(a) The Plans' Managed Medical Care Program ("MMCP") shall be modified as follows:

(1) The Annual Deductible for In-Network Services for which a fixed-dollar co-payment does not apply shall be $325 per individual and $650 per family, respectively, in 2018 and $350 and $700, respectively, in 2019 and thereafter.

(2) The Individual and Family In-Network Out-of-Pocket Maximums shall be $1,800 and $3,600, respectively, in 2018 and $2,000 and $4,000, respectively, in 2019 and thereafter.

(3) The Emergency Room fixed-dollar co-payment for In-Network and Out-of-Network Services shall be $100, for each visit, but shall not apply if the visit results in admission to the hospital.

(4) The fixed-dollar co-payment for each visit to an In-Network Provider that is an Urgent Care Center, or who is in general

practice, specializes in pediatrics, obstetrics/gynecology, family practice or internal medicine, or who is a Nurse Practitioner, Physician Assistant, Physical Therapist or Chiropractor, shall be $25. The fixed-dollar co-payment for each visit to any other In-Network Provider that is not a Convenient Care Clinic shall be $40. The fixed-dollar co-payment for each visit to a Convenient Care Clinic shall be $10.

(5) Eligible Expenses for In-Network Services, other than ACA Preventive Health Services, shall be paid at 90% after any applicable deductible is satisfied and at 100% following payment of an applicable fixed-dollar co-payment or after the In-Network Out-of-Pocket Maximum is met.

(6) The Annual Deductible for Out-of-Network Services shall be $650 per individual and $1,300 per family, respectively, in 2018, and $700 per individual and $1,400 per family, respectively, in 2019 and thereafter.

(7) The Individual and Family Out-of-Network Out-of-Pocket Maximums shall be $3,600 and $7,200, respectively, in 2018 and $4,000 and $8,000, respectively, in 2019 and thereafter.

(8) Eligible Expenses for Out-of-Network Services shall be paid at 70% after any applicable deductible is satisfied and at 100% after the Out-of-Pocket Maximum is met, in each case subject to a 20% reduction in benefits for failure to give any notice required by the Plans or if the company administering the member's benefits determines that the service or supply is not Medically Appropriate.

(b) The Plans' Comprehensive Health Care Benefit ("CHCB") shall be modified as follows:

(1) The Annual Deductible shall be $325 per individual and $650 per family, respectively, in 2018 and $350 and $700, respectively, in 2019 and thereafter.

(2) The Individual and Family Out-of-Pocket Maximums shall be $2,800 and $5,600, respectively, in 2018 and $3,000 and $6,000, respectively, in 2019 and thereafter.

(3) Eligible Expenses, other than those for ACA Preventive Health Services, shall be paid at 80% after any applicable deductible is satisfied and at 100% after the Out-of-Pocket Maximum is met, in each case subject to a 20% reduction in benefits for failure to give any notice required by the Plans or if the company administering the member's benefits determines that the service or supply is not Medically Appropriate.

(c) The Plan's Managed Medical Care Program ("MMCP") and its Comprehensive Health Care Benefit ("CHCB") shall both be modified as follows:

(1) They shall include arrangements for covered employees and their covered dependents to receive, on a wholly voluntary basis and, except as noted in the immediately succeeding sentence, without any co-payment or co-insurance, the Telemedicine, Expert Second Opinion, Health Advocacy and End-of-Life Counseling benefits described in Exhibit B hereto. There shall be a co-payment of $10 for each Telemedicine visit under the In-Network segment of the MMCP.

(2) UnitedHealthcare shall be the sole provider and administrator of such of the Plan's Care Coordination/Medical Management activities as may be agreed to by UnitedHealthcare and the Plan, regardless of what company administers the covered employee's or covered dependent's benefits.

(3) Benefits for Eligible Expenses for Covered Health Services that consist of Mental Health Care or Substance Abuse Care shall be provided under the MMCP and CHCB and shall continue to be administered by the current provider of Mental Health Care and Substance Abuse Care benefits. Such Expenses shall be subject to all of the terms and conditions of the MMCP and CHCB as are applicable to the programs' coverage of medical and surgical services in accordance with mental health parity laws.

(4) The MMCP and CHCB will not cover the cost of those Specialty Drugs that are covered under the Medical Management Channel Program described in Exhibit C hereto.

(5) The Centers of Excellence (COE) Resource Services shall be expanded as described in Exhibit B hereto.

(d) The Plan's Prescription Drug Card and Mail Order Prescription Drug Programs shall both be modified as follows:

(1) They shall include the Medical Channel Management Program described in Exhibit C hereto, or its equivalent.

(2) They shall include the Screen Rx Program described in Exhibit C hereto, or its equivalent.

(3) They shall include the Fraud, Waste and Abuse Program described in Exhibit C hereto, or its equivalent.

(e) The Plan's Prescription Drug Card program shall be modified as follows:

(1) The co-payment per fill for a Generic Drug at an In-Network Pharmacy shall be $10.

(2) The co-payment per fill for a Brand Name Drug that is a Formulary Drug dispensed at an In-Network Pharmacy shall be $30 if the drug is ordered by a Physician to be "Dispensed As Written" or if there is no equivalent Generic Drug. Otherwise, the co-payment shall be $30 plus the difference in cost between the equivalent Generic Drug and the prescribed Brand Name Drug.

(3) The co-payment per fill for a Brand Name Drug that is a Non-Formulary Drug dispensed at an In-Network Pharmacy shall be $60 if the drug is ordered by a Physician to be "Dispensed As Written" or if there is no equivalent Generic Drug. Otherwise, the co-payment shall be $60 plus the difference in cost between the equivalent Generic Drug and the prescribed Brand Name Drug.

(f) The Plan's Mail Order Prescription Drug Program shall be modified as follows:

(1) The co-payment per fill for a Generic Drug shall be $10.

(2) The co-payment per fill for a Brand Name Drug that is a Formulary Drug shall be $60.

(3) The co-payment per fill for a Brand Name Drug that is a Non-Formulary Drug shall be $120.

(g) The Plan's Mental Health and Substance Abuse program ("MHSA") shall be fully integrated into the Plan's MMCP and CHCB as called for under Section (c)(3) above and shall not be a separate Plan program.

(h) The Railroad Employees National Vision Plan shall be modified as follows:

(1) One eye exam per calendar year.

(2) One Prescription pair of eyeglass Lenses (or two Prescription separate eyeglass Lenses) every two calendar years.

(3) One pair of eyeglass frames for Prescription Lenses every two calendar years.

Part C – Flexible Spending Accounts

The Flexible Spending Arrangement established pursuant to the national letter agreement with SMART-TD (UTU) dated June 27, 2012 is amended as follows effective for Plan Years beginning 2019, except as otherwise provided.

(a) The annual grace period shall be March 15 of the calendar year immediately following the end of each Plan Year.

(b) Annual contributions through pre-tax wage deductions may be made up to the maximum amount permitted by law, provided, however, that such contribution amount shall be capped at $3000 for Plan Year 2019 and shall increase by not more than $500 annually for each Plan Year thereafter.

(c) The Carriers' right to terminate participation in the FSA of employees covered by this Agreement for failure to meet any level or percentage of enrollment in the FSA of such employees eligible to enroll is suspended beginning Plan Year 2018, provided, however, that such suspension may be revoked for any Plan Year, commencing 2020, upon ninety (90) days written notice to the President of SMART-TD from the Chairman of the National Carriers' Conference Committee.

Part D – Solicitation of Bids from Pharmacy Benefit Managers

The Plan shall promptly solicit bids from suitable companies to provide pharmacy benefit management services to the Plan and shall offer to negotiate a contract with such bidder as may be selected, as provided in Side Letters #3 and #4 to this Agreement.

Part E – Effective Date and Definitions

(a) The modifications provided for in this Article shall be effective January 1, 2018.

(b) Any terms used in this Article that are defined in the Plan shall be given the same meaning, unless otherwise provided. A "Specialty Drug", for purposes of the Medical Channel Management Program described in Exhibit C hereto, or its equivalent, shall include any Prescription Drug classified by the Plan's Pharmacy Benefit Manager for its general book of business as a specialty drug.

ARTICLE III – 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

The benefits provided under the Plan established pursuant to the Sickness Agreement, as adjusted effective December 31, 2014 pursuant to Article IV, Section 2 of Document "B" of the September 16, 2011 National SMART-TD (UTU-YM Dept.) Agreement to restore the same ratio of benefits to rates of pay as existed on the effective date of such Article, shall be further adjusted as provided in Section 2.

Section 2 – Further Adjustments of Plan Benefits

The benefit adjustment described in Section 1 shall be made effective on the date of each general wage increase that becomes effective on and after January 1, 2015.

ARTICLE IV - 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, 2014 (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, 2014 (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, 2019 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, 2019 (not to become effective before January 1, 2020), any notice or proposal.

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

SIGNED AT WASHINGTON, D.C. THIS 1ST DAY OF DECEMBER, 2017.

FOR THE PARTICIPATING CARRIERS LISTED IN	**FOR THE EMPLOYEES REPRESENTED BY THE**

EXHIBIT A REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE:

YARDMASTERS DEPT., SMART,TRANSPORTATION DIVISION:

John Previsich, President
SMART TD

John E. Lesniewski, Vice President

David Wier, Vice President

Troy L. Johnson, Vice President

John R. England, Vice President

Doyle K. Turner, Vice President

Jeremy Ferguson,
Vice President

S. C. Mavity

Steven C. Mavity,
General Chair CSX

Daniel L. Young,
General Chair, BNSF

Brent Leonard,
General Chair, UP

Mark Cook,
General Chair NS

Kevin Brodar,
General Counsel

J. P. Weisbarth

Jeff Weisbarth,
Executive Assistant
to the President

Jeff Brandow,
Executive Assistant
to the President

December 1, 2017
#1

Mr. John Previsich
President
SMART, Transportation Division
24950 Country Club Blvd.
Suite 340
North Olmsted, OH 44070

Dear Mr. Previsich:

This confirms our understanding with respect to the general wage increases provided for in Article I, Sections 2 and 3 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. The carriers will also implement the general wage increases referenced above on January 1, 2018, or as soon thereafter as practicable.

If a carrier finds it impossible to make such retroactive payments and/or implement the referenced general wage increases by the dates specified above, such carrier shall notify you in writing explaining why such payments and/or implementation have not been made and indicating when such action(s) will occur.

Very truly yours,

A. Kenneth Gradia

A. Kenneth Gradia

December 1, 2017
#2

Mr. John Previsich
President
SMART, Transportation Division
24950 Country Club Blvd.
Suite 340
North Olmsted, OH 44070

Dear Mr. Previsich:

This refers to the increase in wages provided for in Sections 2 and 3 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, 2016.

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

Very truly yours,

A. Kenneth Gradia

I agree:

John Previsich

December 1, 2017
#3

Mr. John Previsich
President
SMART, Transportation Division
24950 Country Club Blvd.
Suite 340
North Olmsted, OH 44070

Dear Mr. Previsich:

This confirms our understanding with respect to Article II, Part D of Document "B" of the Agreement of this date.

During our discussions in connection with the Agreement of this date, the parties recognized that it would be in the best interests of all stakeholders to conduct a request for information or request for proposals (in either case, an "RFI") from certain national pharmacy benefit managers ("PBMs") in connection with the possible selection of a new PBM to administer pharmacy benefits under The Railroad Employees National Health and Welfare Plan (the "Plan"). We agreed that it would be best to establish a formalized process to solicit information from potential PBMs, review that information, and ultimately select a new PBM or continue with the existing PBM. That process is described below.

The PBM review and selection process will be conducted in four phases – RFI submission, RFI response review, PBM selection, and PBM implementation.

1. RFI Submission. The Chairman of the National Carriers' Conference Committee and the designated representatives from the Unions signatory to this Letter Agreement shall designate carrier and union representatives to prepare the RFI with support from advisors and counsel. The RFI shall be submitted to Express Scripts, Inc., Optum Rx, and CVS/Caremark (collectively, the "PBM Candidates") no later than January 31, 2018.

2. RFI Response Review. The PBM Candidates shall be instructed to provide responses to the RFI no later than March 20, 2018. The

designated carrier and union representatives shall schedule a meeting to occur no later than April 20, 2018. The purpose of this meeting shall be to review summaries of the RFI responses, and to determine which PBM Candidates should be invited to provide in-person presentations. Such determination shall be made by unanimous vote of the designated representatives, with each side having one vote. In the event that the designated representatives are not unanimous, the determination will be made by the JPC. In-person presentations shall be conducted by PBM Candidates no later than May 30, 2018. The designated carrier and labor representatives, and their advisors and counsel, shall be invited to attend.

3. PBM Selection. No later than June 30, 2018, management (through the Chairman of the National Carriers' Conference Committee) and labor (through the designated representatives from the Unions signatory to this Letter Agreement) shall inform one another of their respective preferred PBM Candidate. The JPC shall vote on which PBM Candidate to select no later than July 13, 2018. The selected PBM Candidate shall be notified no later than August 1, 2018.

4. PBM Implementation. During the period beginning August 1, 2018 and ending November 30, 2018, the designated carrier and union representatives, with support from advisors and counsel, shall negotiate a services agreement with the selected PBM Candidate that shall be conditioned upon approval by the JPC. The JPC shall vote on whether to approve the negotiated agreement, and if approval is given, shall execute it, no later than December 31, 2018. The designated carrier and labor representatives will work together to prepare and distribute member communications related to the new PBM.

Key dates described above are summarized in the following table:

Task to be Completed	**No Later Than**
RFI formally submitted to PBM Candidates.	January 31, 2018
Deadline for PBM Candidate response to RFI.	March 20, 2018
Meeting to discuss RFI responses.	April 20, 2018
In-person presentations by PBM Candidates.	May 30, 2018

Meeting to select PBM.	June 30, 2018
Joint Plan Committee formally approves PBM.	July 13, 2018
Selected PBM Candidate Notified.	August 1, 2018
Implementation Period	August 1 – December 31, 2018
Effective date of new PBM.	January 1, 2019

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

Very truly yours,

A. Kenneth Gradia

A. Kenneth Gradia

I agree:

John Previsich

December 1, 2017
#4

Mr. John Previsich
President
SMART, Transportation Division
24950 Country Club Blvd.
Suite 340
North Olmsted, OH 44070

Dear Mr. Previsich:

This confirms our understanding with respect to Article II, Part D of Document "B" of the Agreement of this date.

During our discussions in connection with the Agreement of this date, the parties recognized that it would be in the best interests of all stakeholders to conduct a request for information or request for proposals (in either case, an "RFI") from certain national pharmacy benefit managers ("PBMs") in connection with the possible selection of a new PBM to administer pharmacy benefits under The National Railway Carriers and United Transportation Union (NRC/UTU) Health and Welfare Plan. We agreed that it would be best to establish a formalized process to solicit information from potential PBMs, review that information, and ultimately select a new PBM or continue with the existing PBM. That process is described below.

The PBM review and selection process will be conducted in four phases – RFI submission, RFI response review, PBM selection, and PBM implementation.

5. RFI Submission. The Chairman of the National Carriers' Conference Committee and the President of SMART-TD shall designate carrier and union representatives to prepare the RFI with support from advisors and counsel. The RFI shall be submitted to Express Scripts, Inc., Optum Rx, and CVS/Caremark (collectively, the "PBM Candidates") no later than January 31, 2018.

6. RFI Response Review. The PBM Candidates shall be instructed to provide responses to the RFI no later than March 20, 2018. The designated carrier and union representatives shall schedule a meeting to occur no later than April 20, 2018. The purpose of this meeting shall be to review summaries of the RFI responses, and to determine which PBM Candidates should be invited to provide in-person presentations. Such determination shall be made by unanimous vote of the designated representatives, with each side having one vote. In the event that the designated representatives are not unanimous, the determination will be made by the Governing Committee. In-person presentations shall be conducted by PBM Candidates no later than May 30, 2018. The designated carrier and labor representatives, and their advisors and counsel, shall be invited to attend.

7. PBM Selection. No later than June 30, 2018, management (through the Chairman of the National Carriers' Conference Committee) and labor (through the President of SMART-TD) shall inform one another of their respective preferred PBM Candidate. The Governing Committee shall vote on which PBM Candidate to select no later than July 13, 2018. The selected PBM Candidate shall be notified no later than August 1, 2018.

8. PBM Implementation. During the period beginning August 1, 2018 and ending November 30, 2018, the designated carrier and union representatives, with support from advisors and counsel, shall negotiate a services agreement with the selected PBM Candidate that shall be conditioned upon approval by the Governing Committee. The Governing Committee shall vote on whether to approve the negotiated agreement, and if approval is given, shall execute it, no later than December 31, 2018. The designated carrier and labor representatives will work together to prepare and distribute member communications related to the new PBM.

Key dates described above are summarized in the following table:

Task to be Completed	**No Later Than**
RFI formally submitted to PBM Candidates.	January 31, 2018
Deadline for PBM Candidate response to RFI.	March 20, 2018
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In-person presentations by PBM Candidates.	May 30, 2018
Meeting to select PBM.	June 30, 2018
Governing Committee formally approves PBM.	July 13, 2018
Selected PBM Candidate Notified.	August 1, 2018
Implementation Period	August 1 – December 31, 2018
Effective date of new PBM.	January 1, 2019

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

Very truly yours,

A. Kenneth Gradia

A. Kenneth Gradia

I agree:

John Previsich

Exhibit A
SMART TD - YMD

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 SMART, TRANSPORTATION DIVISON, YARDMASTERS DEPARTMENT, AND NOTICES SERVED ON OR AFTER NOVEMBER 1, 2009 BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES OF THE YARDMASTERS DEPARTMENT – SMART TD, 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 – SMART TD:

Alton & Southern Railway Company
The Belt Railway Company of Chicago
BNSF Railway Company
Consolidated Rail Corporation
Consolidated Rail Corporation (Mechanical Foremen) - 1
CSX Transportation, Inc.
Delaware & Hudson Railroad Company d.b.a. C.P. - 2
Indiana Harbor Belt Railroad Company
The Kansas City Southern Railway Company
Kansas City Southern Railway
Joint Agency
Longview Switching Company
New Orleans Public Belt Railroad
Norfolk & Portsmouth Belt Line Railroad Company
Norfolk Southern Railway Company

The Alabama Great Southern Railroad Company
Central of Georgia Railroad Company
The Cincinnati, New Orleans & Texas Pacific Railway Co.
Georgia Southern and Florida Railway Company
Tennessee, Alabama and Georgia Railway Company
Tennessee Railway Company
Northeast Illinois Regional Commuter Railroad Corporation (METRA) – 2
Portland Terminal Railroad Company
Port Terminal Railroad Association
Soo Line Railroad Company d.b.a. C.P. - 2
Terminal Railroad Association of St. Louis
Texas City Terminal Railway Company

* * * * * *

Notes:

1 - Wages & Rules and Health & Welfare only

2 - Health & Welfare and Supplemental Sickness only

- - - - -

FOR THE CARRIERS:

FOR THE YARDMASTERS DEPARTMENT, SMART TD:

December 1, 2017
Washington, D.C.

Exhibit B--Added Value Programs

Telemedicine

Telemedicine is a service providing access to virtual physician visits via online video or phone consultations with 24 hours per day and 365 days per year availability. During a virtual visit, members can obtain a diagnosis and possibly a prescription. It is not intended as a replacement for the standard PCP relationship, but as an enhancement to broaden member access.

Telemedicine will be offered uniformly, solely as an in-network benefit, across each of the Plan's benefit administrators making use of a single telemedicine organization, namely, Teladoc, a leading national telemedicine provider that has real-time eligibility (RTE) bridges built with all three of the Plan's benefit administrators.

Expert Second Opinion

This program will offer voluntary, member-initiated expert second opinions that will generally include clinical evaluation of the member's medical situation, a thorough review of the member's medical records, and answers to complex member medical questions. The services provided by this program will be performed by experts affiliated with Best Doctors, a leading provider of these services in the country.

Members will initiate the service by calling a dedicated 800-number or online, and then proceed to provide detailed data on their medical situation to a physician with a specialty matched to their condition. Best Doctors collects all the records-the member just needs to sign a release form. The member's case is then reviewed by one or more world renowned Experts who provide their opinions and recommendations via a detailed written report that is thoroughly reviewed with the member. There will be no member cost associated with this program.

Health Advocate

Health Advocate, a leading provider of the kind of services provided by this

program, will make available by phone or online 24/7 individuals who are typically seasoned registered nurses or experienced benefits specialists, on a voluntary and member initiated basis, to help resolve a number of issues, including, but not limited to:

- Finding the right in-network doctors and hospitals
- Scheduling appointments
- Coordinating expert second opinions
- Resolving insurance claims and medical billing issues
- Obtaining approvals for needed services from insurance companies
- Finding treatment for complex and serious diagnoses
- Explaining insurance plan options and enrollment
- Transferring medical records, X-rays and lab results
- Researching the latest approaches to care
- Coordinating services during and after a hospital stay

End-of-Life Counseling

Vital Decisions' end-of-life counseling programs will be made available to Plan members on a voluntary and member-initiated basis. These programs utilize both telephonic and technology-enabled solutions that provide a compassionate, patient centered experience that readies a patient for relevant end-of-life decision-making.

The programs are designed to improve the quality of the communication and shared decision-making processes for Plan members with advanced illness (life expectancy of one year or less), their family and their physicians. The improvement of these processes is achieved by assisting the individuals to overcome the inherent barriers and obstacles that normally prevent them from effectively communicating their quality of life priorities to their family and physicians and participating in making significant end-of-life decisions.

Core principles of Vital Decisions' program strategy and methods are:

- Care decisions should reflect the personal quality of life priorities and values of the individual especially during the time of complex or serious illness.
- Behavioral Economics and Behavior Change Science should be selectively and effectively utilized to achieve high quality values communications and a shared decision-making process that integrate a patient's values.

- The member should understand that he/she is the key to success and focus of improving the processes.

Centers of Excellence (COE) Resource Services – Cleveland Clinic

The Plan's current Centers of Excellence (COE) Resource Services will be expanded through the Plans' entering into a contract with the Cleveland Clinic to provide enhanced specialty services to members. During the first year of the contract, only the Cleveland Clinic's Heart Benefit will be available to members. During the second year, the Cleveland Clinic's Orthopedic and Spine Benefit, in addition to the Heart Benefit, will be available to members. Specific services covered under the Cleveland Clinic COE Resource Services program will be set forth in the contract entered into between the Plans and the Cleveland Clinic.

Member participation in the Cleveland Clinic COE Resource Services program shall be entirely voluntary. Benefits currently available to members under the existing COE Resource Services program, such as the travel benefit and cost-sharing waiver, shall also apply to the Cleveland Clinic COE Resource Services program.

An additional hospital(s) may be added to this enhanced COE network after successful completion of the first year for services specific to cardiac care as defined in the first year of implementation or specific to orthopedic services as defined in the second year.

Exhibit C – New Pharmacy Programs

Screen Rx

The program will work as follows:

- Members predicted to become non-adherent, i.e., not taking medicine as prescribed by their doctor, will receive up to three automated outbound calls showing Express Scripts' name on the caller ID. The calls will specifically refer to the member's medications.
- Members will be asked to answer questions determined by branching logic about adherence barriers. Calls are expected to last 5 minutes on average and will afford the member multiple opportunities to speak with a live pharmacist.
- Members not reached by phone will receive a letter with adherence tips and an 800 number for 24/7 support.

Medical Channel Management

Under this program, members will obtain specified Specialty Drugs through the Plan's Pharmacy Programs rather than through its Medical Programs.

Fraud, Waste and Abuse

This program involves proactive utilization of advanced analytics to identify potential abuse of prescription medications, in particular controlled substances. Where abuse is confirmed through investigation and objective evidence, appropriate restrictions are implemented by Express Scripts (pharmacy lock limiting member to one pharmacy or one prescriber) in collaboration with medical vendor.

AGREED - UPON

QUESTIONS AND ANSWERS

ARTICLE I - WAGES

Q1. Will an individual furloughed or suspended when the agreement becomes effective be eligible to receive the retroactive wage adjustment?

A1. Yes.

Q2. Will an individual in dismissed status when the agreement becomes effective be eligible to receive the retroactive wage adjustment?

A2. Yes, if the individual is reinstated to service, the individual will be eligible for the retroactive wage adjustment to the extent applicable and consistent with the reinstatement.

Q3. Will an employee who has been dismissed/suspended between July 1, 2016, and the effective date of this agreement, who is subsequently reinstated/suspension removed or overturned, with pay for time and benefits lost, have the retroactive pay increases applied to his/her payment for time lost?

A3. Yes, to the extent applicable.

Q4. Will the retroactive wage increases be applied to the basic daily and overmile rates of pay, overtime, trip rates, penalty claim payments and arbitraries or special allowances expressed in time or miles?

A4. Yes, if and to the extent subject to the application of general wage increases.

Q5. Will the retroactive wage payments made to employees include previous vacation payments, Personal Leave Days and all other contractual pay entitlements?

A5. Yes, if and to the extent such payments are subject to the application of general wage increases.

Q6. Will General Wage Increases be applied to current entry rates?

A6. Yes. The pay rates and any other applicable elements of compensation to which entry rates are applied will be subject to the applications of the General Wage Increases as provided in Article I.

Q7. Will GWIs, including retroactive back payments, be applied to training payments made to employees in training programs where SMART-TD holds the applicable agreement on the property and such application is not specifically excluded by such agreement?

A7. Yes.

Q8. Will GWIs, including retroactive back payments, be applied to training payments made to employees in yardmaster training programs on properties where SMART-TD represents yardmasters?

A8. This will be addressed in the same manner as in the past on each individual carrier.

Q9. If an employee has worked subsequent to June 30, 2016, under another national agreement (and received retroactive pay for such work) and as a trainman or yardmaster under this agreement, is that employee entitled to retroactive pay under this agreement for his/her trainman or yardmaster work?

A9. Yes, if otherwise eligible and provided there is no duplication.

Q10. Will an employee who maintains an employment relationship with a carrier but who has been promoted to a position in another craft under a CBA with another organization that is party to this agreement between June 30, 2016, and the effective date of this agreement, be eligible for the retroactive pay for the time worked under both CBAs?

A10. Yes, if otherwise eligible and provided there is no duplication.

Q11. Will RRA Tier I and Tier II taxes, as well as applicable federal, state and local taxes, be applied to the retroactive pay received by an employee?

A11. Yes, as required by applicable law.

Q12. Will the GWIs provided for in this agreement be applied to guaranteed extra board and furlough retention board rates of pay?

A12. Yes, if and to the extent such rates of pay are subject to the application of general wage increases.

ARTICLE II - HEALTH AND WELFARE

Section 2 - Plan Design Changes

Q13. Are the Plan design changes intended to be implemented January 1, 2018?

A13. Yes, to the extent possible. In those instances where it is not possible to do so, the Plan design changes will be implemented as soon thereafter as practical.

Q14. The Plan has been modified to include benefits for "telemedicine". How will this benefit be administered by the various medical benefit administrators?

A14. Teladoc will provide the telemedicine services for each of Aetna, Highmark, and United Healthcare.

Q15. Is "telemedicine" limited to MMCP In-Network or can a member utilize this service on an out-of-network basis or if they are enrolled in CHCB?

A15. Teladoc will administer the telemedicine benefits as a $10 copay for MMCP and a 20% coinsurance for CHCB (no deductible will apply to this service).

Q16. With the Care Coordination/Medical Management now being provided by Optum as the sole administrator, how will individuals be transitioned from the programs administered by Aetna or Highmark BCBS?

A16. The designated Labor and Management representatives will schedule meetings as soon as practical to develop the necessary member communications and administrative guidelines to assure implementation consistent with the intent of the parties. Every effort will be taken to assure that individuals maintain the continuity of care being received from their current administrator until such time as it is practical to transition to programs administered by Optum.

Q17. This Agreement provides for the establishment of Expert Second Opinion, Health Advocacy, End-of-Life Counseling and Centers of Excellence benefits which are to be available on a wholly voluntary basis and without any co-payment or co-

insurance paid by the member when utilizing these benefits. How will these value-added services be administered?

A17. The signatory organizations and the National Carriers' Conference Committee shall be joint administrators for these value-added programs. The designated Labor and Management representatives will schedule meetings as soon as practical to develop the necessary member communications and administrative guidelines to assure implementation consistent with the intent of the parties.

Q18. The Plan benefits have been amended to include telemedicine and the pharmacy benefits have been amended to include Screen Rx, Medical Channel Management and Fraud, Waste and Abuse. How will these new benefits/programs be administered?

A18. The signatory organizations and the National Carriers' Conference Committee shall be joint administrators for these added benefits/programs. The designated Labor and Management representatives will schedule meetings as soon as practical to develop the necessary member communications and administrative guidelines to assure implementation consistent with the intent of the parties. Teladoc will administer the telemedicine benefit and Express Scripts will administer the new drug programs.

Q19. This Agreement provides for the establishment of Centers of Excellence Resource Services. How and when will members be advised of the availability of this service?

A19. The designated Labor and Management representatives will schedule meetings with the vendors selected to provide these benefits as soon as practical to develop the necessary member communications and administrative guidelines to assure implementation consistent with the intent of the parties.

Q20. The Centers of Excellence Resource Services is limited to specific cardiac care conditions at the Cleveland Clinic. Did the parties contemplate the addition of other facilities for the treatment of other conditions, such as cancer centers?

A20. The parties will certainly look at other conditions and Centers of Excellence for treatment of those conditions, implementing same upon mutual agreement between the parties.