

# AGREEMENT

Between

**MASSACHUSETTS BAY COMMUTER RAILROAD COMPANY, LLC**

And

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN**

THIS AGREEMENT is made this 14th day of February, 2011, by and between the Massachusetts Bay Commuter Railroad Company, LLC, hereinafter referred to as the Carrier or MBCR, and the Brotherhood of Locomotive Engineers and Trainmen or BLET, hereinafter referred to as the Organization. Unless otherwise specified, its terms are applicable only to persons represented by the Organization. This agreement is subject to the ratification of the bargaining unit members currently employed by the Carrier and the Board of Directors of the Carrier. The Organization shall promptly initiate its ratification procedures and advise the Carrier of the result. The Carrier shall bring this Agreement to its next Board meeting for the purposes of ratification and shall advise the Organization of the result.

## ARTICLE 1 - WAGES

- (a) First General Wage Increase. Effective July 1, 2009, the hourly base rates of pay of employees covered by this Agreement shall be increased in the amount of two percent (2%).

1. Disposition of Fractions

Rates of pay resulting from application of this Article which end in a fraction of a cent will be rounded to the nearest whole cent; fractions less than one-half cent will be dropped, and fractions of one-half cent or more will be increased to the nearest full cent.

2. Application of Wage Increases

The increase in wages provided for in this Article shall be applied in accordance with the wage or working conditions agreement in effect. Special allowances and differentials not included in fixed hourly rates of pay for all services rendered, and arbitraries representing duplicate time payments, will not be increased. Overtime hours will be computed in accordance with individual schedules for all overtime hours paid for.

- (b) Second General Wage Increase. Effective July 1, 2010, the hourly base rates of pay of employees covered by this Agreement shall be increased in the amount of two percent (2%). The increases provided in this Section will be applied in the same manner as provided in Section (a) above.

- (c) Third General Wage Increase. Effective July 1, 2011, the hourly base rates of pay of employees covered by this Agreement shall be increased in the amount of two and one-

half percent (2½%). The increases provided in this Section will be applied in the same manner as provided in Section (a) above.

- (d) Fourth General Wage increase. Effective January 1, 2012, the hourly base rates of pay of employees covered by this Agreement shall be increased in the amount of one percent (1%). The increases provided in this Section will be applied in the same manner as provided in Section (a) above.
- (e) Fifth General Wage increase. Effective July 1, 2012, the hourly base rates of pay of employees covered by this Agreement shall be increased in the amount of two and one-half percent (2½%). The increases provided in this Section will be applied in the same manner as provided in Section (a) above.
- (f) Sixth General Wage increase. Effective January 1, 2013, the hourly base rates of pay of employees covered by this Agreement shall be increased in the amount of two percent (2%). The increases provided in this Section will be applied in the same manner as provided in Section (a) above.
- (g) Seventh General Wage increase. Effective June 30, 2013, the hourly base rates of pay of employees covered by this Agreement shall be increased in the amount of one percent (1%). The increases provided in this Section will be applied in the same manner as provided in Section (a) above.
- (h) There shall be no wage increase during the period July 1, 2008 to June 30, 2009, other than the COLA already paid by the Company, in recognition of the considerations set forth in Article II, below, with respect to waiver of health care cost-sharing contributions for that same period.
- (i) The existing COLA provisions between the Organization and Carrier shall have no further force and effect, and there shall be no further COLA provisions in effect, either during the term of this Agreement or after the expiration of the moratorium period set forth herein. COLA payments which were made for six months during the period prior to December 31, 2009 shall not be reclaimed from the employees. The COLA payments which became effective on January 1, 2010 and thereafter shall be used as an offset against the wage increase set forth in Section (a) above.
- (j) Subject to the ratification of this Agreement by March 14, 2011, each employee of the Carrier covered by this Agreement shall be entitled to a lump sum signing bonus incentive of One Thousand Dollars (\$1,000.00). Such signing bonus shall be made within seven (7) business days following ratification of this Agreement in accordance with the Carrier's standard payroll practices and subject to applicable withholding taxes.
- (k) Retroactive wages shall be payable as soon as practicable following ratification of this Agreement, which shall not be more than ninety (90) days following ratification of this Agreement, in accordance with the Carrier's standard payroll practices and subject to

applicable withholding taxes. Such retroactive wages shall be offset by employee cost-sharing contributions set forth in Article II(b).

ARTICLE II – HEALTH AND WELFARE

- (a) Plan Benefit Changes. Effective upon thirty (30) days advance notice to the employees, retirees and Organization, the following Health and Welfare Plan benefit changes shall be made:

Office Visit Co-Pay:		\$25.00
Specialist Visit Co-Pay:		\$35.00
Emergency Room Visit Co-Pay:		\$100.00 (reimbursed if admitted)
Inpatient Hospital Co-Pay:		\$80.00
Outpatient Surgery Co-Pay		\$50.00
Prescription Drugs – Retail:	Tier 1	\$10.00
	Tier 2	\$20.00
	Tier 3	\$40.00
Prescription Drugs – Mail:	Tier 1	\$20.00
Order (90-day supply)	Tier 2	\$40.00
	Tier 3	\$60.00

Cost Sharing.

1. Effective January 1, 2009, each employee covered by this Agreement shall contribute \$40.00 per month to the Plan for each month that the Company provides health benefits coverage for himself/herself and/or his/her dependents.
2. Effective January 1, 2010, each employee covered by this Agreement shall contribute \$50.00 per month to the Plan for each month that the Company provides health benefits coverage for himself/herself and/or his/her dependents.
3. Effective July 1, 2010, each employee covered by this Agreement shall contribute \$60.00 per month to the Plan for each month that the Company provides health benefits coverage for himself/herself and/or his/her dependents.
4. Effective January 1, 2011, each employee covered by this Agreement shall contribute \$70.00 per month to the Plan for each month that the Company provides health benefits coverage for himself/herself and/or his/her dependents.
5. Effective July 1, 2011, each employee covered by this Agreement shall contribute \$80.00 per month to the Plan for each month that the Company provides health benefits coverage for himself/herself and/or his/her dependents.
6. Effective January 1, 2012, each employee covered by this Agreement shall contribute \$90.00 per month to the Plan for each month that the Company provides health benefits coverage for himself/herself and/or his/her dependents.

7. Effective July 1, 2012, each employee covered by this Agreement shall contribute \$100.00 per month to the Plan for each month that the Company provides health benefits coverage for himself/herself and/or his/her dependents.
  8. Pre-Tax Contributions. Employee cost-sharing contributions made pursuant to this Section shall be on a pre-tax basis, and in that connection a Section 125 premium only plan will be established pursuant to this Agreement.
  9. Retroactive Contributions. Retroactive employee cost-sharing contributions payable for the period on and after January 1, 2009 shall be offset against any payments applicable to the employee under Article I of this Agreement.
- (b) Benefits Termination. Should future changes occur which reduce the length of continuation of health care coverage (for either employees or dependents) for off duty injury or illness under the Railroad Employees National Health and Welfare Plan (“National Plan”) or in the comparable plan on Amtrak, whichever might be more beneficial to the Company, such changes shall be instituted on MBCR without further negotiations.
- (c) Early Retiree Health Care Coverage. Health Care benefits for employees who take early retirement under the provisions of the Railroad Retirement Act shall be modified on MBCR so that they exactly replicate the benefits applied in the National United Health Care GA-46000. It is understood and agreed that, in progressing to that plan, the Carrier may provide interim plans so long as the benefits are substantially equivalent to or better than the benefits of GA-46000. Changes which may be made to the lifetime maximum benefit under GA-46000 during the life of this contract as a result of national handling shall be applied on this property if and when they are enacted. The Organization shall notify the Carrier in writing of any change to the lifetime maximum benefit promptly. Employees receiving such benefits shall not be required to make any cost-sharing premiums; however, they shall be subject to the same drug co-pays as are applied to active MBCR employees.
- (d) Opt-Out Provisions. Conditions governing the right for employees to opt-out of the medical coverage provided by MBCR are set forth in “Appendix A”.

### ARTICLE III – BEREAVEMENT

Rule 18 of the current Agreement is modified to the extent that “grandparent” and “grandchild” shall be added to the list of those family members whose deaths shall be subject to the pay provisions of the rule.

### ARTICLE IV – HOLIDAYS

- (a) In the application of Rule 32c. of the current Agreement, if an employee takes an authorized paid day off on the workday(s) immediately preceding or following the

holiday, the workday immediately preceding or following such paid day off shall become the qualifying day for purposes of determining qualification for holiday pay.

ARTICLE V – DISPLACEMENT

- (a) All existing rules in the current Agreement (including, but not limited to, Rules 6 and 7), which set forth a time frame for exercising seniority, shall be modified to reflect that Passenger Engineer’s exercising displacement rights must do so no later than 11:59 P.M. on the calendar day following the date which notification of their right to displace was provided.

ARTICLE VI – TRANSFERS FROM NON-OPERATING CRAFTS TO ENGINE SERVICE

In the application of Rule 27-Vacation, the April 29, 1949 Operating Crafts National Vacation Agreement, as amended, and the January 18, 1956 Interpretation of Continuous Service Provisions of Section 1 of the Vacation Agreement ( reproduced as Attachment 1 of the current agreement) are amended to provide as follows:

Employees who transferred to engine service (without a break in railroad service) from a class of service not covered by the operating crafts vacation agreement dated, April 29, 1949, shall be entitled to count both continuous length of service rendered for the carrier and the “qualifying days” of service rendered in such former craft for purposes of determining vacation entitlements in the craft of Locomotive Engineer.

ARTICLE VII – DIRECT DEPOSIT

- (a) Subject to State Laws, all current employees covered by this agreement will be required to sign up for direct deposit of their paychecks no later than sixty (60) days following the effective date of this Agreement. For employees hired on and after the date of this Agreement, direct deposit of pay shall be a condition of employment. It is further understood that the itemized “statement of earnings” identified in the Rule 20(d) Note shall be mailed to the employee’s home address of record.

ARTICLE VIII – DISCIPLINE

- (a) The parties agree that disciplinary entries will be expunged for purposes of citation or consideration in future disciplinary actions when an employee maintains a discipline-free service record for a period of time as follows:

<u>Discipline:</u>	<u>Discipline-Free Record</u>
Letter of reprimand or counseling letter	12 months
Suspensions of 10 days or less	24 months
Suspensions of over 10 days	36 months

- (b) Discipline involving the Company’s Drug and Alcohol Policy, an FRA-mandated suspension or loss of certificate, which is consistent with the terms set forth in 49 C.F.R 240.117(g)(3), or any other disciplinary record which the Company is required to preserve under federal or other laws, are not subject to the provisions of this rule.

ARTICLE IX – CERTIFICATION PAY

Rule 43 of the current agreement is amended to provide for an increase in the amount of the certification allowance set forth therein as follows:

January 1, 2010:	\$6.00
January 1, 2011:	\$7.50
January 1, 2012:	\$9.00
January 1, 2013:	\$10.00

ARTICLE X- INSTRUCTOR PAY

Appendix D – Memorandum of Agreement dated November 4, 1992, as amended by Agreement dated August 1, 1998, is amended to the extent that the last sentence of the rule is modified to read as follows:

“Instructor Engineers providing practical operating experience (throttle time) to employees requiring such training will be paid a one (1) hour allowance at the applicable hourly rate. Such payment shall be paid separate and apart from other earnings for the trip or tour of duty, and will not otherwise be used in calculating pay for the trip or tour of duty; including, the calculation of overtime. It is further understood that said allowance will not be off-set by any guaranteed extra board earnings that may be due.

ARTICLE XI – MISCELLANEOUS RULE MODIFICATIONS

- (a) Relative to employees returning to active service from vacation or extended absences of less than 30 days, existing rules and practices are revised to provide that such employees shall have twenty-four (24) hours in which they may elect to exercise seniority to an assignment advertised and awarded during their absence. It is further understood that Passenger Engineers absent for more than 30 days may exercise seniority to any assignment and such employees may make a paid trip during said 24 hour displacement period.
- (b) Appendix H of the current agreement is amended to provide for a modified procedure for the bi-annual Optional Displacement that occurs on MBCR. Under this modified procedure, which is presently being done on an informal basis, rather than advertising all jobs or soliciting written applications, employees shall be canvassed in seniority order and, upon completion, simultaneously assigning employees accordingly.

ARTICLE XII – MORATORIUM

(a) This purpose of this Agreement is to fix the general level of compensation during the period of the Agreement and to settle the disputes growing out of the Notice dated June 15, 2008 and served upon the Carrier by the Organization. This Agreement shall remain in effect through June 30, 2013 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(b) No party to this Agreement shall serve, prior to January 1, 2013 (not to become effective before July 1, 2013) any notice or proposal for the purpose of changing the subject matter of the provisions of this Agreement or which proposes matters covered by the proposals of the parties cited in paragraph (a) of this Section, and any proposals in pending notices relating to such subject matters are hereby withdrawn.

(c) No party to this Agreement shall serve or progress, prior to January 1, 2013 (not to become effective before July 1, 2013), any notice or proposal.

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

Signed at Boston, MA this 14th day of February, 2011.

FOR THE ORGANIZATION:

FOR THE CARRIER:

\_\_\_\_\_  
Mark B. Kenny, General Chairman  
Brotherhood of Locomotive  
Director of Human Resources  
Engineers and Trainmen

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Marie Breen  
General Counsel & Director of Human  
Resources  
Massachusetts Bay Commuter Railroad

**Side Letter No. 1**

February 14, 2011

Mr. Mark B. Kenny  
General Chairman  
Brotherhood of Locomotive Engineers and Trainmen

Dear Mr. Kenny:

This refers to the wage increases provided in Article I of the Agreement this date.

It is understood that the retroactive portion of that wage increase shall be applied only to employees who have an employment relationship with the Company on the date of this Agreement; including, those who have retired or died subsequent to July 1, 2009 and employees who are dismissed and may be reinstated upon appeal.

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

Yours truly,

Marie Breen  
General Counsel and Director of Human Resources

Agreed:

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General Chairman, BLET



**Side Letter No. 2**

February 14, 2011

Mr. Mark B. Kenny  
General Chairman  
Brotherhood of Locomotive Engineers and Trainmen

Dear Mr. Kenny:

This refers to our discussions regarding Rule 39 of the current Agreement, which will continue to remain in effect for the life of this agreement in its current form. However, it is further agreed that in the event there are changes enacted in the Hours of Service Law reducing the number of hours or day's engine service employees may work, the provisions of Rule 39 will not apply in such circumstances.

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

Yours truly,

Marie Breen  
General Counsel and Director of Human Resources

Agreed:

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General Chairman, BLET

**Side Letter No. 3**

February 14, 2011

Mr. Mark B. Kenny  
General Chairman  
Brotherhood of Locomotive Engineers and Trainmen

Dear Mr. Kenny:

This will confirm our agreement to meet as soon as practicable following the execution of this Agreement in order to codify the collective bargaining agreement. After such codification is completed, MBCR will print and distribute copies of such codified Agreement in sufficient quantity to provide each Engineer with his/her own copy, as well as an electronic copy for the internal use of the Organization. The cost of such printing and distribution will be borne by MBCR.

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

Yours truly,

Marie Breen  
General Counsel and Director of Human Resources

Agreed:

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General Chairman, BLET

**Side Letter No. 4**

February 14, 2011

Mr. Mark B. Kenny  
General Chairman  
Brotherhood of Locomotive Engineers and Trainmen

Dear Mr. Kenny:

This refers to discussions during our negotiations regarding the Organization's position that any changes in the Run Book be subject to the union's approval.

The parties agree that MBCR will not impose significant modifications to the entire current run book arrangement or the existing structure of release times through the life of this agreement provided the MBTA, legislative or regulatory bodies do not impose service changes or legal requirements to the current MBCR/MBTA service agreement.

It is clearly understood that the spirit and intent of this letter contemplates cooperation between the parties prior to making any substantive run book changes pursuant to the terms and conditions defined above. Furthermore, the Company agrees it will not attempt to institute substantive run changes as a means to reduce or offset wage increases contained within this Agreement.

This side letter shall expire June 30, 2013.

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

Yours truly,

Marie Breen  
General Counsel and Director of Human Resources

Agreed:

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General Chairman, BLET

**Side Letter No. 5**

February 14, 2011

Mr. Mark B. Kenny  
General Chairman  
Brotherhood of Locomotive Engineers and Trainmen

Dear Mr. Kenny:

This will confirm our discussions regarding the subject of passenger engineers achieving territorial qualifications, and fulfilling tri-annual physical obligations.

As a result of our discussions, we agreed to formalize the practice of allowing engine service employee crews to voluntarily “swap” assignments with one another for the purpose of maintaining territorial physical characteristic qualifications, and to fulfill the tri-annual physical requirement. It is further understood that any arrangements of this nature must be coordinated with the appropriate Trainmaster.

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

Yours truly,

Marie Breen  
General Counsel and Director of Human Resources

Agreed:

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General Chairman, BLET

**Side Letter No. 6**

February 14, 2011

Mr. Mark B. Kenny  
General Chairman  
Brotherhood of Locomotive Engineers and Trainmen

Dear Mr. Kenny:

This will confirm our discussions regarding Rule 33 and the subject of passenger engineers scheduling their choice holiday. Specifically, we addressed circumstances wherein passenger engineers have been given advance approval to take their choice holiday, and then are subsequently subjected to cancellation of that approval due to a senior engineer making request for that day with 48 hours of the date requested.

As a result of our discussions, it is agreed that awards to requests for choice holidays will be made on the 20<sup>th</sup> day of the previous month, and said awards will not be disturbed as a result of a senior employee displacing a junior engineer from the awarded choice holiday date. It is further understood that the provisions of this side letter simply set forth agreement terms pertinent to the award process, and do not impede a Passenger Engineer's ability to request such choice holiday consistent with the provisions of the current rule.

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

Yours truly,

Marie Breen  
General Counsel and Director of Human Resources

Agreed:

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General Chairman, BLET

**Side Letter No. 7**

February 14, 2011

Mr. Mark B. Kenny  
General Chairman  
Brotherhood of Locomotive Engineers and Trainmen

Dear Mr. Kenny:

This will confirm our discussions regarding the handling of Passenger Engineers who are taken off their regularly scheduled assignments and used on other runs due to operational necessity.

As a result of our discussions, it is agreed that the parties will meet for the purpose of developing and reaching a mutually acceptable agreement on guiding protocols to be used in circumstances warranted by such operational necessity. Please acknowledge your agreement by signing your name in the space provided below.

Yours truly,

Marie Breen  
General Counsel and Director of Human Resources

Agreed:

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General Chairman, BLET

**Side Letter No. 8**

February 14, 2011

Mr. Mark B. Kenny  
General Chairman  
Brotherhood of Locomotive Engineers and Trainmen

Dear Mr. Kenny:

This will confirm our discussions regarding Rule 9(b) – Guaranteed Extra Board, as it pertains to assignments subject to hold downs.

The parties agree to allow Passenger Engineers to place hold downs on assignments that do not meet the typically required five-day construct due to a paid holiday occurring in that particular week, provided that a sufficient number of Engineers are available to cover the requirements of service on the holiday. In the event sufficient staffing is not available, the number of hold downs permitted will be limited to allow for service coverage on the holiday.

It is further agreed that the answer to Q&A No. 24 is hereby modified as follows: Yes, another extra board employee will be allowed to place a secondary hold down provided the duration of that unfilled vacancy is a minimum of 5 days, unless subject to the terms and conditions discussed above.

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

Yours truly,

Marie Breen  
General Counsel and Director of Human Resources

Agreed:

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General Chairman, BLET

**Side Letter No. 9**

February 14, 2011

Mr. Mark B. Kenny  
General Chairman  
Brotherhood of Locomotive Engineers and Trainmen

Dear Mr. Kenny:

This will confirm our discussions regarding Rule 9 – Guaranteed Extra Board, as it pertains to displacements.

The parties hereby agree that a Passenger Engineer displacing to the Extra Board will displace the most senior employee his/her seniority will allow. Furthermore, a Passenger Engineer who bids and is subsequently awarded an Extra Board position will create a displacement right for the next employee immediately junior to him/her in seniority.

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

Yours truly,

Marie Breen  
General Counsel and Director of Human Resources

Agreed:

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General Chairman, BLET



**Side Letter No. 10**

February 14, 2011

Mr. Mark B. Kenny  
General Chairman  
Brotherhood of Locomotive Engineers and Trainmen

Dear Mr. Kenny:

This will confirm our discussions regarding the Company's attendance policy, and various issues that have arisen regarding its application to train and engine service.

It was agreed that the parties would formulate a joint committee to review the attendance policy issues raised during bargaining and explore possible solutions. This committee will consist of representatives of the operating crafts on MBCR designated by the unions, and an equal number of Company representatives designated by the Railroad. The committee shall be constituted within 60 days of ratification of this agreement, and thereafter shall meet at such times and with such frequency as the committee mutually agrees.

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

Yours truly,

Marie Breen  
General Counsel and Director of Human Resources

Agreed:

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General Chairman, BLET

**Side Letter No. 11**

February 14, 2011

Mr. Mark B. Kenny  
General Chairman  
Brotherhood of Locomotive Engineers and Trainmen

Dear Mr. Kenny:

This will confirm our discussions regarding payment of release time under the current collective bargaining agreement. It was agreed that effective June 30, 2013, the provisions of Appendix C, Paragraph 3, shall be modified to read as follows:

3. a. Employees in commuter service will be paid forty (40) straight-time hours for service performed in a work week and will be paid at the time and one-half rate for all additional service paid for in the work week, except as provided in paragraph b. below.
- b. i. Commuter service employees whose assignments include short turnaround passenger service runs, no single trip of which is scheduled to exceed three (3) hours, will be paid overtime for all time on duty, or held for duty, in excess of eight (8) hours, except that time released will be excluded and paid in accordance with paragraph ii, below.
- ii. Such employees may be released during their tour of duty and will be compensated for such time at five-eighths (62.5 percent) of the straight time rate for any period of release that exceeds one (1) hour. Time paid for as release time will not be taken into account for purposes of Rule 2(b) in the determination of the forty (40) straight time hours in the work week, except as specifically provided in paragraph iv, below.
- iii. Except as provided in Rule 13 (Calls), regular assigned and employees assigned to extra boards will be paid a minimum equivalent of eight (8) straight time hours for each tour of duty completed, which will include all time paid for as release time.
- iv. Employees performing service and paid for in accordance with iii, above, will be credited with eight (8) hours of service performed at the straight time rate for the purposes of calculating the forty (40) straight time hours of service pursuant to Rule 2(b).

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

Yours truly,

Marie Breen  
General Counsel and Director of Human Resources

Agreed:

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General Chairman, BLET

**APPENDIX A**  
**Health Care Plan Opt-Out Provisions**

1. During a prescribed election period preceding the first day of June 1, 2010, and preceding each January 1 thereafter, employees may opt out of MBCR's Health Care Plan by certifying to MBCR in writing that the employee has declined MBCR's offer to participate in its employer sponsored health plan and that employee has health care coverage (which includes medical, prescription drug, and mental health/substance abuse benefits) under another group health plan or health insurance policy that they identify by name and, where applicable, by group number. Such election is hereafter referred to as an "Opt-Out Election" and, where exercised, will eliminate the employer's obligation to provide for health benefits for the employee and his dependents.
2. Each employee who makes an Opt-Out Election will be relieved of employee's obligation to contribute cost-sharing premiums under the MBCR Health Care Plan during such opt-out period.
3. If a qualifying event described in the following paragraph of this Attachment occurs subsequent to an employee's Opt-Out Election, the employee may revoke employee's Opt-Out Election by certifying in writing that a qualifying event has occurred and providing MBCR with satisfactory proof of such qualifying event. An employee who revokes an Opt-Out Election and elects to participate in MBCR's Health Care Plan will, along with his or her dependents, be covered by MBCR's Health Care Plan effective the first day of the first month following such revocation and election, **at which time the employee's obligation to contribute cost sharing premiums will resume.**
4. The following events are the events referred to in the immediately preceding paragraph:
  - a. The employee loses eligibility under, or there is a termination of employer contributions for, the other coverage that allowed the employee to make the Opt-Out Election, or
  - b. If COBRA was the source of such other coverage, that COBRA coverage is exhausted.
5. An employee who opts out will be opting out of health care coverage only and (if employee otherwise satisfies eligibility and coverage requirements) will continue to have on-duty coverage, coverage under the Dental and Vision Plans, and life and AD&D insurance coverage.
6. If two spouses are each covered by the MBCR Health Care Plan by virtue of railroad employment and either or both hold positions covered by this Agreement, a BLET-represented spouse may elect to opt out as provided by paragraph 1 hereof. If that election is made (and provided the other spouse remains so covered), (i) such BLET-represented spouse shall not be required to make a cost-sharing premium under the

MBCR Health Care Plan, and (ii) the Plan's coordination of benefits rules in effect on the date of this Agreement that are applied when spouses are covered under the Plan both as an Eligible Employee and as an Eligible Dependent shall continue to be applicable.