

Agreement

Between

The New England Central Railroad

AND

Its Employees Represented by

**Brotherhood of Maintenance of Way Employes Division of the
International Brotherhood of Teamsters (BMWED)**

Effective on December 15, 2017

Contents

Article 1 – Preamble	3
Article 2 – Scope	3
Article 3 – Union Shop Agreement	4
Article 4 – Union Dues Deduction Agreement	5
Article 5 - General Principles	7
Article 6 – Probationary Period	7
Article 7 - Supplying Agreement	8
Article 8 – Employee Information	8
Article 9 – Bulletin Boards	8
Article 10 - Qualifications for Certain Positions	9
Article 11 - Seniority Rosters & Protests	9
Article 12 – Accepting Official Position & Seniority Retention	9
Article 13 - Establishing and Forfeiting Seniority	10
Article 14 - Reduction in Force	11
Article 15 – Discipline and Investigation	11
Article 16 – Time Claims and Grievances	14
Article 17 – Changing Starting and Ending Time	15
Article 18 – Hours of Work	16
Article 19 – Work Week	16
Article 20 – Rates of Pay	17
Article 21 - Direct Deposit	17
Article 22 – Overtime	17
Article 23 - Call Out	18
Article 24 - Meal Period	18
Article 25 - Away from Home Expenses	18
Article 26 - Physical Examination and Medical Review Panel	18
Article 27 – Jury Duty	19
Article 28 - Attending Court as Company Witness	20
Article 29 – Bereavement Leave	20
Article 30 - Holiday	20
Article 31 - Vacation	21
Article 32 – Health & Welfare Benefits	23
Article 33 - 401(k) Savings Plan	23
Article 34 – Personal Protected Equipment	23
Article 35 - Moratoriums, Term of Agreement	24
Appendix A – Wage Deduction Authorization	25
Appendix B – Revocation of Wage Deduction Authorization	26
Appendix C – Teamsters D.R.I.V.E (Formerly the MOW Political League)	27
Appendix D – Revocation of contributions for Teamsters D.R.I.V.E	28
Appendix E – Seniority Roster	29

Article 1 – Preamble

1.1 The New England Central Railroad recognizes the Brotherhood of Maintenance of Way Employees Division of The International Brotherhood of Teamsters (BMWED) as the exclusive representative, for the purposes of the Railway Labor Act, of its Employees working in the maintenance of way craft.

1.2 Where the term "Carrier" appears herein, it means the New England Central Railroad (NECR). Where the term "Organization" appears herein, it means the Brotherhood of Maintenance of Way Employees Division of The International Brotherhood of Teamsters (BMWED) General Committee of Adjustment signatory hereto. Where the term "Employees" appear herein, it means the employees of the Carrier working in the maintenance of way craft, and who are represented by the Organization.

1.3 The right to make and interpret agreements covering rules, rates of pay, and working conditions on behalf of the maintenance of way employees of the NECR will be vested in the regularly constituted General Committee of Adjustment of the Organization, as identified in Article 1.2 above and the Carrier's Highest Designated Officer for the Carrier.

1.4 Where the term "duly accredited representative" appears herein, it will be understood to mean the regularly constituted General Chairman or his designee from his General Committee, of the General Committee of Adjustment, as identified in Article 1.2 above.

1.5 This Agreement and the ongoing relationships between the Carrier, its Employees and the Organization are based on co-operation and good sense. The Carrier and the Organization agree that the interpretation and administration of this Agreement is to be done in a manner to avoid any sharp practice.

1.6 The parties recognize that the performance of this Agreement is subject to the application of state and federal laws and regulations. In the event legislation or court decisions cause invalidation of any provision of this Agreement, the parties shall meet promptly with the intent to adjust the language of such provision to become compliant with the changes of such State and/or Federal Laws, Court Decisions or Regulations. All other terms and conditions of this Agreement will remain in full force and effect.

Therefore, in consideration of the premises and promises herein contained, the Carrier and the Organization mutually agree as follows:

Article 2 – Scope

2.1 The rules contained herein shall govern the hours of service, working conditions and rates of pay of the Engineering Department employees represented by the Brotherhood of Maintenance of Way Employees Division ("BMWED") who are working on tracks on the New England Central Railroad ("Carrier"). These employees will perform the work generally recognized as maintenance-of-way work, such as inspection, construction, repair and

maintenance of Track, Roadbed, and appurtenances thereof. It is also understood that work not covered by this Agreement which was being performed by Maintenance of Way Employees on the New England Central Railroad prior to this Agreement by past practice will not be removed from the scope of this Agreement and their regular work assignments and work that was previously done by others by past practice may continue to be done by others.

Article 3 – Union Shop Agreement

3.1 It shall be a condition of employment that all Maintenance of Way Employees of the Carrier, except those in management positions, covered by this Agreement who are members of the BMWED in good standing and those who are not members on the effective date of this Agreement shall on the one-hundred twenty-first (121st) day (or such longer period as the parties may specify) become and remain members in good standing with the BMWED. It shall also be a condition of employment that Employees covered by this Agreement, except those in management positions, who are employed subsequent to the effective date of this Agreement shall, on the one hundred twenty-first (121st) day following the date of hire, become and remain members of the Organization; provided, that this Agreement shall not require such condition of employment with respect to Employees to whom membership is not available upon the same terms and conditions as are generally applicable to any other member or with respect to employees to whom membership has been denied or terminated for any reason other than failure of the Employee to tender periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership.

3.2 Employees on furlough, military or otherwise, and Employees who through injury or failing health become unable to continue in active service shall not be subject to Article 3.1 hereof provided that on or before the first day of the first month following their return to service said Employee shall have complied with the membership requirements of this Article

3.3 The Organization will account for the Employees described in Article 3.1, and will independently ascertain the status of such Employees under membership requirements of this Article. The Carrier shall, however, furnish the designated representative of the Organization, within thirty (30) calendar days of the beginning of employment, the names of all Employees entering the service described in Article 3.1 after the effective date of this Agreement.

3.4 The General Chairman of the Organization will notify the Carrier in writing the identity of any Employee whose employment under this Agreement between the parties hereto that he requests to be terminated by reason of failure to comply with the terms of this Article. Upon receipt of such notice and request, the Carrier will, as promptly as possible but within ten (10) calendar days of such receipt, notify the Employee concerned in writing that he is charged with failure to comply with the terms of this Article. Copy of such notice shall be given to the General Chairman of the Organization. Any Employee so notified who disputes the fact that he has failed to comply with the terms of this Agreement, shall within a period of ten (10) calendar days from the date of such notice, request the Carrier in writing to afford him a conference. Such request shall be honored by the Carrier and date set for the conference as soon as possible, but within ten (10) calendar days from the date of receipt of request therefore with a copy of notice

of such conference being given to the General Chairman of the Organization. The receipt by the Carrier of a request for conference shall serve to stay action on the request of the Organization for termination of employment until conference is held and a decision is rendered. In the event the Employee concerned fails to request a conference as provided for herein, unless the Carrier and the General Chairman of the Organization agree otherwise in writing, the Carrier shall proceed to terminate his employment under the Agreement between the parties hereto at the end of a period of thirty (30) calendar days from receipt of the request from the General Chairman of the Organization.

3.5 Based on the evidence produced at the conference a decision shall be rendered within five (5) calendar days of the conference date and the Employee and the General Chairman of the Organization shall promptly be advised thereof. If the decision is that the Employee has not complied with the terms of this Agreement, unless the Carrier and the General Chairman of the Organization agree otherwise in writing, his employment under the Agreement between the parties hereto shall be terminated within ten (10) calendar days of the date of said decision. The decision rendered as the result of the conference shall be final and binding unless within thirty (30) days thereafter the dispute is submitted to a tribunal having jurisdiction thereof. The General Chairman or his representative shall have the right to be present at and participate in any conference conducted pursuant to this or any other union shop agreement which involves a member of the Organization.

3.6 Discipline rules contained in existing agreements between the Carrier and the Organization shall not apply to cases arising under this Article.

3.7 In the event that employment under the provisions of this Agreement is terminated by the Carrier under the provision of this Article, and such termination of employment is subsequently determined to be improper, unlawful, or unenforceable, the Organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of employment; provided, however that this section shall not apply to any case in which the Carrier is the plaintiff or moving party in the action in which the aforesaid determination is made or in which case the Carrier acts in collusion with any Employee.

Article 4 – Union Dues Deduction Agreement

Subject to the terms and conditions of this Agreement, Carrier shall deduct, without cost to the Organization or affected employees, sums for periodic dues, initiation fees and assessments (not including fines and penalties), which are uniformly required as a condition of acquiring or retaining membership in the Brotherhood and which are payable to the Brotherhood by members of the Brotherhood from wages due and payable to said members, from wages earned by them as Maintenance of Way Employees of the Carrier upon the written and unrevoked authorization of a member in the form agreed upon by the parties hereto, copy of which is attached and made a part hereof, designated as Appendix A. The signed authorization may, in accordance with its terms, be revoked in writing at any time after the expiration of one year from the date of its execution, or upon the termination of the rules and working conditions agreement between the parties

hereto, whichever occurs sooner. Revocation of the authorization shall be in the form agreed upon by the parties hereto, copy of which is attached and made a part hereof, designated as Appendix B. The Brotherhood shall assume full responsibility for the procurement and execution of said forms by Employees and for the delivery of said forms to the Carrier.

4.2 Dues deduction assignments currently in effect need not be re-executed and may be continued in effect subject to their terms and conditions.

The System Federation General Chairman of the Brotherhood will supply the Carrier with a list for each affected local lodge which will contain addition to the name, the applicable Employee ID number and the amount to be deducted from the wages of each employee. This list will be submitted by way of letter to the Designated Carrier represented employee authorized to handle same from the General Chairman or Secretary Treasurer of the System Federation.

4.4 After the initial list has been organized, changes will be made in the following manner:

A list containing additions, changes in amount of money to be deducted (which may not be changed more often than once every three months) or changes in lodge number shall be furnished to the Carrier by the Brotherhood at least 30 days in advance of the date the payroll deduction will be made. This list will be furnished by way of letter to the Designated Carrier represented employee authorized to handle same from the General Chairman or Secretary Treasurer of the System Federation. If the list contains the names of employees not previously covered by the Agreement, a copy of their Appendix A form will be attached

A list containing the names of Employees who have revoked their deduction authorization, together with a copy of their Form B, shall be furnished to the Carrier by the Brotherhood at least 30 days in advance of the date on which the next payroll deduction is to be made. This list will be furnished by way of letter to the Designated Carrier represented employee authorized to handle same from the General Chairman or Secretary Treasurer of the System Federation.

4.5 Deductions as provided herein will be made monthly from the wages earned in the first payroll period of each month. .

4.6 The following will have priority over deductions in favor of the Brotherhood as covered by this Article :

Federal, State and Municipal taxes and other deductions required by law, including garnishment and attachments.

Premiums on life insurance, Health & Welfare insurance, and other benefits in which the employee has enrolled .

Amount due the Carrier for supplies or material furnished and monies paid out on behalf of the Employee.

No deduction will be made from the wages of any Employee who does not have due him for the pay period specified, an amount equal to the sum to be deducted in accordance with this Article.

4.7 The Carrier shall remit to the officer designated by the Brotherhood the amounts deducted from the wages of members who have authorized such monthly deductions not later than the twenty-first (21st) day of the month following the month in which deductions are made. The remittance will be accompanied by deduction lists (in triplicate) for each local lodge. Such lists will include the Employee's name, applicable Employee ID Number and the amount of union dues deducted from the pay of each Employee.

4.8 Any questions arising as to the correctness of the amount deducted shall be handled between the Employee involved and the Brotherhood, and any complaints in connection therewith shall be handled by the Brotherhood on behalf of the Employee concerned.

4.9 This Agreement shall not be used in any manner, either directly or indirectly, as a basis for a grievance or time claim by, or in behalf of, an Employee predicated upon any alleged violation or misapplication of, or non-compliance with, any part of this Article .

4.10 Except for remitting to the Brotherhood the monies deducted from the wages of Employees, the Brotherhood shall indemnify, defend and save harmless the Carrier from any and all claims, demands, liability, losses or damage resulting from the entering into and the complying with the Provisions of this Article .

Article 5 - General Principles

5.1 As used in this Agreement, emergency means an event that disrupts the normal flow of business on the NECR such as: Acts of God, train accidents, vandalism, and lack of qualified and available personnel. Lack of personnel is not to be considered an emergency if it is the result of the carrier's failure to make good faith efforts to properly staff its workforce.

5.2 References in this Agreement to "days" shall mean calendar days unless specifically designated otherwise.

5.3 It is also understood and agreed by the parties to this Agreement that references to masculine gender are synonymous with the feminine gender.

Article 6 – Probationary Period

6.1 All Maintenance of Way service employees shall serve a probationary period of one-hundred eighty (180) days which will start on the day the individual enters into the Carrier's new hire training program. This probationary period may be extended by mutual agreement between the Highest Designated Officer and the General Chairman when extenuating circumstances exist.

6.2 During an employee's probationary period, his employment may be terminated with or without cause at the sole discretion of the NECR. During the probationary period such employee will not be covered by the discipline and/or grievance handling procedures set forth in this Agreement.

Article 7 - Supplying Agreement

7.1 The Carrier will provide a copy of this Agreement to the Employees covered hereunder within ninety (90) calendar days of the effective date of this Agreement. Employees with an email address on file with the Carrier will receive their copy electronically, otherwise a hard copy will be provided.

7.2 The Carrier will provide all new Employees with a copy of this Agreement during their orientation.

Article 8 – Employee Information

8.1 The Carrier will provide to the General Chairman within thirty (30) calendar days following the end of each calendar quarter close, a report of individuals who were employed or transferred into or left their employment under the provisions of this Agreement.

8.2 The report will have the following information listed:

- Employee name (last name, first name, MI)
- Employee Unique ID
- Hire date/transfer date OR
- Inactivation date (last day worked)

Article 9 – Bulletin Boards

9.1 The Carrier will provide a separate bulletin board at all reporting locations, which may be used by the Organization for the posting of Railroad and Union information.

Article 10 - Qualifications for Certain Positions

10.1 Employees awarded positions for which they are not qualified will be required to qualify for that position within one hundred eighty (180) days of the award unless noted otherwise below.

	Qualified on Current Operating Rules	Qualified under FRA Title 49 Part 213.7	Qualified under FRA Title 49 Part 234	Qualified under FRA Title 49 Part 236	Current Driver's License	Current Class A CDL
Forman, MOW	Yes	Yes	Yes	Yes	Yes	No
Track Inspectors	Yes	Yes	Yes	Yes	Yes	No
Machine Operator	Yes	No	Yes	Yes	Yes	Yes, just for the Grapple Truck
Track Laborer	Yes	Yes, after 12 months of holding position	Yes	Yes	Yes	No

Article 11 - Seniority Rosters & Protests

11.1 Revised seniority rosters of Employees shall be prepared by January 31st of each year and the revised rosters shall be posted on bulletin boards and copies of such rosters shall be furnished to the Organization. All appeals for new or revised roster dates must be filed within thirty (30) days from the date of posting of the seniority roster on which the new or revised date shall first appear, except that, if any Employees shall be absent on leave of absence or by reason of sickness, injury or other unavoidable cause at the time the roster is posted, his time to appeal shall be within thirty (30) days after the Employee returns to work. Appeals shall be filed in writing with the Carrier, with a copy to the General Chairman, and shall be handled in accordance with Article 16. If no appeal is filed within the thirty (30) day period, the list is deemed to be final and accepted by the parties.

Article 12 – Accepting Official Position & Seniority Retention

12.1 An Employee who accepts an official position with the Carrier, including any affiliate companies, or an official position with the Organization will retain and continue to accumulate seniority so long as such Employee continues to pay dues or related seniority retention fees as indicated in Article 12.2 below. Such Employee who voluntarily or involuntarily leaves such position and does not exercise his seniority within fifteen (15) calendar days will forfeit his seniority.

12.2 Any Employee covered by this rule who does not continue to pay the required amount of monthly dues and/or related seniority retention fees will forfeit his seniority under this Agreement after the Carrier has been formally notified by the Organization of said Employee's non-compliance with this provision. This provision will be governed under the applicable terms of Article VII of the October 17, 1986 BMW National Agreement reiterated in paragraphs a & b below:

- (a) Effective upon ratification of this Agreement, all Employees promoted subsequent thereto official, supervisory, or excepted positions from crafts or classes represented by BMWED shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments are delinquent shall be given a written notice by the appropriate General Chairman of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.
- (b) Employees promoted prior to the ratification of this Agreement, to official, supervisory, or excepted positions from crafts or classes represented by BMWED shall retain their current seniority but shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority.

12.3 The Carrier will notify the Local and General Chairman, in writing, when an Employee holding seniority in a craft or class represented by the BMWED accepts any official, supervisory or exempted position in the service of the Carrier.

Article 13 - Establishing and Forfeiting Seniority

13.1 All Employees covered by this Agreement will be placed on a single seniority roster in, the order of their date of hire.

13.2 The seniority standing and rights of each Employee will begin on the date and time they first perform service for the Carrier under this Agreement. In cases where two or more Employees are hired on the same date, their seniority standing will be determined by their starting time on duty on that date, or if identical, then on the basis of their date of birth, oldest person first.

13.3 Employees will not be permitted as a matter of right to bid into a position for which they are not currently qualified; however, the Carrier may temporarily assign an employee to a position for training purposes or where necessary for the efficient operation of the railroad.

13.4 The senior qualified Employee making application for a position opening will be assigned, provided that he has demonstrated his qualification to the Carrier's satisfaction. If there are no bids received from any qualified Employee, the junior qualified Employee on the seniority roster will be required to accept the position or assignment. If forced into a lower position, the Employee being forced will not have their hourly rate decreased. If a more junior qualified

person becomes available to fill the job, then the more senior Employee may return to the assignment from which he was removed.

13.5 An Employee who leaves the service of the Carrier of his own accord, including job abandonment, shall forfeit his seniority rights and shall not be reinstated. If he is reemployed by the Carrier, his seniority rights shall date from the date and time the employee first performs service for the Carrier after re-employment.

13.6 An Employee who is discharged for cause shall forfeit his seniority rights; provided, however, that this rule shall not operate to prevent, upon mutual agreement of the Carrier and the Organization, the reinstatement with seniority rights unimpaired of an Employee who shall have been discharged for cause, whether or not an appeal has been made under the provisions of Article 15.

Article 14 - Reduction in Force

14.1 When the force is reduced, the Carrier will give three (3) days' notice (excluding Holidays, Saturdays and Sundays) of the positions it intends to abolish. Incumbents of abolished positions must exercise their seniority within three (3) days of receiving notice (excluding Holidays, Saturdays and Sundays).

14.2 When the force is increased, furloughed Employees will be recalled in seniority order, provided they report for duty within fifteen days from (1) the date the furloughed Employee receives notice of recall by registered mail, return receipt requested, or (2) the date upon which such mail is first attempted to be delivered but remains unclaimed or unaccepted. If the recalled Employee is unable to obtain his notice due to unavoidable cause such as a medical condition, his time will be extended per mutual written agreement between the Highest Designated Officer and General Chairman. A copy of the recall notice will be furnished to the Organization.

14.3 After an Employee has received a recall notice, the Employee must notify the Carrier within twelve (12) days and confirm the date within the fifteen (15) day period described above on which the Employee will return to work. Failure to report for duty within the time designated will result in forfeiture of seniority and all employment rights.

Article 15 – Discipline and Investigation

15.1 An Employee having served the probationary period, will not be discharged, suspended, or otherwise disciplined without a fair and impartial hearing, except an Employee may waive his/her right to a hearing prior to being notified of such hearing or such Employee may waive a hearing in accordance with Article 15.2. An Employee shall not be withheld from service pending hearing except in cases the Carrier determines to be serious, such as, but not limited to these examples: theft, altercation, Drug/Alcohol violations, insubordination, falsification or alteration of any Carrier records including job applications, gross negligence, or major accidents/offenses whereby the employee's retention in service could be hazardous.

- a) Any Employee instructed to attend a hearing will be notified within fifteen (15) calendar days following the Company's first knowledge of the occurrence/incident to be investigated. The hearing will be scheduled subject to paragraphs b, c, and d of this rule below.
- b) The notice shall state the date, time, and place of the hearing which shall be not less than ten (10) calendar days nor more than twenty (20) calendar days after the date of notification.
- c) The notice shall contain a clear and specific statement of the day, time, place, and nature of the occurrence/incident that is to be the subject of the hearing. The notice will also include a list of the names of the witnesses - known at the time the notice is sent - that the Carrier intends to call. The notice will either be mailed, Certified Mail - Return Receipt Requested - to the last known address placed on file by the Employee or hand delivered.
- d) The notice shall inform each Employee notified of the right to representation and to bring witnesses. No expense incidental to the attendance of such representative or witnesses at the hearing will be borne by the Carrier. If after a review of the transcript it is determined that such witness(s) provided first hand pertinent information, then such witness will be compensated as if they had been called as a Carrier witness.

NOTE: An Employee called by the Carrier to attend an investigation as a witness will, if time is lost, be entitled to any actual loss of earnings. An employee required to attend an investigation as a witness during his off time will be paid on a minute basis at their regular rate of pay for the actual time required to be in attendance at the investigation, the time to be computed from the time required to report until released.

15.2 An Employee who has been notified to appear for a hearing may request prior to the hearing, to discuss with their immediate Supervisor, and representative if they so desire, the occurrence/incident and the employee's responsibility; however, the Carrier reserves the right to deny the request and proceed with the hearing.

If the request is granted and disposition of the charges is made on the basis of the Employee's acknowledgment of responsibility, the disposition must be made at least 72 hours prior to the scheduled date of the hearing (unless a shorter amount of time is agreed to between the Carrier Officer and the BMWED Representative) and such shall be reduced to writing and signed by the Employee, his representative, and a Carrier official. If the matter of responsibility and discipline is not resolved during the informal hearing, neither party will refer to this discussion of the occurrence/incident in any manner following the conclusion of said discussion.

15.3 Postponements of the formal hearing may be requested by either party and consent shall not be unreasonably withheld.

15.4 The hearing shall be conducted by a Carrier-authorized individual who may be assisted

by Carrier officers. When another Carrier is involved, this shall not preclude an officer of that Carrier from conducting the hearing and being assisted by a NECR-authorized individual.

Where possible, the hearing will be held at the home terminal of the Employee involved or at the home terminal where the majority of the crewmembers reside.

At the hearing, the charged Employee may represent himself, be represented by the duly accredited representative of BMWED, or be represented by another Employee, covered by this Agreement, of his choice. It is understood that all questions per charged Employee will be presented through one individual, i.e., the Employee or his primary representative. The charged Employee may consult with his representative at any time and if the charged Employee has any questions for a witness, such questions will be directed through his primary representative.

15.5 When a charged Employee involved in a formal hearing is not assessed discipline, the Employee shall be compensated for time lost and mileage, at the IRS rate, for any miles required to travel from his headquartered point to the terminal where the hearing is held - if different from his headquartered point. Where no time is lost, the Employee shall be paid for actual time attending the hearing at the rate of pay applicable to the last service performed.

15.6 If the formal hearing results in assessment of discipline, such decision shall be rendered within thirty (30) calendar days from the date the hearing is concluded, and the Employee shall be so notified in writing of the decision and will be provided with a copy of hearing transcript and exhibits along with the letter of discipline. A copy of the transcript, exhibits and discipline letter will also be forwarded (hard copy or electronically) to the General Chairperson at the same time. Such copy shall not serve as proper notification to the Employee, nor shall the absence of same serve as a procedural defect on behalf of the Organization. Discipline will be defined as: letter of reprimand, deferred suspension, deferred suspension/suspension, suspension, or dismissal.

When discipline is by suspension, time lost as a result of being held from service pending hearing and decision will be applied against such suspension.

The Carrier is responsible for the recording of the hearing, the cost of recording, transcribing, and copying such transcript.

15.7 The disciplined Employee or General Chairman shall have the right to appeal any discipline assessed as the result of a formal hearing held under this Agreement Rule. Such appeal will be handled by the regularly constituted committee of BMWED.

Appeal from the decision to issue discipline must be made within sixty (60) calendar days from the date the Employee is notified of the discipline. Such appeal must be made, in writing, to the office of the Carrier Officer designated to receive such. A conference will be held with the Highest Designated Officer of the Carrier within 60 calendar days after receipt of the appeal, or at such time as the parties may mutually agree. The Highest Designated Officer must notify the Organization, in writing, of his decision within 60 calendar days after the date of conference, or

the appeal will be allowed without precedent or waiver of the contentions of the Carrier as to other appeals.

If the appeal is not disposed of in the conference, the decision of the Carrier Officer shall be final and binding unless -- within one hundred eighty (180) calendar days of the date of the Carrier's written decision following conference -- proceedings for the final disposition of the claim, under the Railway Labor Act, as amended, are instituted by the charged Employee or Organization and Carrier's Highest Designated Officer is notified of the intent. It is understood that the parties hereto may, by agreement in any particular case, extend any of the time limits set forth herein.

The procedure set forth in the paragraph above shall not apply to requests for leniency.

If the appeal of discipline is not submitted within the time limits as set forth herein or as extended, the discipline shall stand as assessed. If the Carrier does not respond to an appeal of discipline within the time limits as set forth herein or as extended, the appeal shall be allowed as presented.

15.8 The time limit provisions of this Article may be extended at any level of the handling of an appeal by mutual written consent of the duly authorized officer of the Carrier and the General Chairman.

NOTE: When notification in writing is required by any provision of this Article, personal delivery or proof of mailing (post mark date) within the specific time limit will be considered proper notification. Notification through electronic mail is acceptable as long as the sender receives and can later provide, if needed, an electronic receipt from the recipient that such electronic mail was received.

Article 16 – Time Claims and Grievances

16.1 All claims or grievances must be presented in writing by the Employee involved or his duly authorized Local Chairman to the officer of the Carrier authorized to receive them, within thirty (30) calendar days from the date of occurrence on which the claim or grievance is based.

16.2 The claim must contain the following information, if applicable:

- a) Name, occupation, Employee number, Headquartered point;
- b) Vehicle/Machine number if applicable;
- c) Claiming employee on and off duty time;
- d) Date and time of day work performed;
- e) Location and details of work performed for which claim/grievance is filed;
- f) Upon whose orders work was performed, if applicable or known;
- g) Description of instructions issued to have such work performed; and
- h) State Agreement Article(s) on which claim/grievance is based and reason supporting claim/grievance.

16.3 Should any such claim or grievance be disallowed, the Carrier will, within thirty (30) calendar days from the date same is filed, notify the Employee or his representative, as the case may be, in writing of the reason(s) for such disallowance. If not so notified, the claim or grievance will be considered valid and settled accordingly, but this will not be considered as a precedent or waiver of the contention(s) of the Carrier as to other similar claims or grievances.

16.4 If a disallowed claim or grievance is to be appealed to the Highest Designated Officer of the Carrier authorized to handle claims or grievances, the appeal will be submitted within sixty (60) Calendar days from date of notice of disallowance from the first officer of the Carrier.

16.5 A conference will be held with the Highest Designated Officer of the Carrier within sixty (60) calendar days after the date of appeal, or at such time as the parties may mutually agree. The Highest Designated Officer must notify the Organization, in writing, of his decision within sixty (60) calendar days after the date of conference or the claim will be paid without precedent or waiver of the contention(s) of the Carrier as to other similar claims or grievances.

16.6 If claims denied by the Highest Designated Officer are to be further appealed, proceedings must be instituted within one-hundred and eighty (180) calendar days from the date of the Carrier's written decision outlined in Article 16.5 above by the Employee or by his representative before a tribunal having jurisdiction under the Railway Labor Act.

16.7 When, at any level of handling, the Carrier agrees that a time claim is valid, the payment to the Claimant will be made within thirty (30) calendar days. The person submitting the claim, grievance or appeal thereof will be notified of the payment.

16.8 The time limit provisions of this Article may be extended at any level of the handling of a claim by mutual written consent of the duly authorized officer of the Carrier and the involved representative of the Organization.

16.9 A claim may be filed under Article 16.1 above for a continuing violation, specifically designating the claim in this manner, and all rights of the claimant or claimants involved thereby shall, under this Article, be fully protected by the filing of such claim, or grievance based thereon, as long as such violation, if found to be such, continues.

NOTE: When notification in writing is required, personal delivery or proof of mailing (post mark date) within the specific time limit will be considered proper notification. All dates required will be determined by the post mark date or the date acknowledging receipt.

Article 17 – Changing Starting and Ending Time

17.1 Except as otherwise provided, start times of Employees will start and end at their advertised headquarters. Traveling gangs or Employees required to stay overnight their on/off duty time will start and end at their tie up location, except on their first and last day of their assigned work week. In which case, pay will be given based on their advertised headquarters.

17.2 Daylight assignments shall start between 0400 and 0800.

17.3 Starting times outside the hours specified in paragraph 17.2 of this rule may be established by agreement, in writing, between the designated Carrier officer and the General Chairman.

17.4 Starting times will not be changed without first giving a twenty-four (24) hour verbal notice to the employee and an email informing the General Chairman of the time change. Starting times cannot change more than every seven (7) days. This does not apply to call outs and emergency conditions.

Article 18 – Hours of Work

18.1 Eight (8) consecutive hours, (ten (10) hours for four (4) day gangs), exclusive of meal period, shall constitute a basic day. Employees must be available to be at work on time and not leave early for personal reasons to receive a basic day of pay.

18.2 Working time shall not be reduced to less than five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days per week. Employees must be available to be at work on time and not leave early for personal reasons to receive a basic work week of pay.

Article 19 – Work Week

19.1 Work week will be based on forty (40) hours a week. Work weeks will be either five (5) eight (8) hour days or four (4) ten hour days. Advertised regular assignment jobs will have consecutive days off, unless established otherwise.

19.2 For assignment that can reasonably be met in five (5) days, the days off will be Saturday and Sunday. For assignment that can reasonably be met in four (4) days, the days off will be Friday, Saturday and Sunday. Under special circumstances, if agreed to in writing between the Highest Designated Officer and the General Chairman, assigned days off can be other than those stated above.

Article 20 – Rates of Pay

20.1 Hourly rates of pay:

	7/1/2017	1/1/2018	1/1/2019	1/1/2020	1/1/2021	1/1/2022
Foreman, MOW	\$26.22	\$27.01	\$27.82	\$28.66	\$29.52	\$30.40
Machine Operator	\$24.04	\$24.76	\$25.50	\$26.27	\$27.06	\$27.87
Track Laborer	\$22.51	\$23.18	\$23.88	\$24.59	\$25.33	\$26.09

NOTE: All increases will be effective the beginning of the first payroll period after January 1st of each year.

20.2 New hires will receive 80% of the full hourly rate until the completion of their probationary period. Upon completion of their probationary period their hourly rate will be increased to the full rate of pay.

Article 21 - Direct Deposit

21.1 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.

21.2 All individuals, covered by this agreement, that establish seniority subsequent to the effective date of Agreement, will be required to sign up for direct deposit no later than the first day following the end of their probationary period.

Article 22 – Overtime

22.1 Regular assignments shall consist of no less than five (5) calendar days per week, except that it is understood the Carrier may establish assignments working four (4) calendar days per week under the conditions described herein.

22.2 Employees on five-day assignments will be governed by the following:

- Basic eight (8) hour day
- Two (2) consecutive days off; if an employee works their regularly assigned day off they will receive time and one-half (premium) rate.
- Time worked in excess of eight (8) hours a day will be paid at time and one-half (premium) rate.

22.3 Employees on four-day assignments will be governed by the following:

- Basic ten (10) hour day

- Three (3) consecutive days off; if an employee works their regularly assigned day off they will receive time and one-half (premium) rate.
- Time worked in excess of ten (10) hours a day will be paid at time and one-half (premium) rate.

Article 23 - Call Out

23.2 Employees called to perform work not continuous with the regular assigned working hours shall report with reasonable promptness and shall be paid a minimum of three (3) hours at the premium rate of time and half. The time the Employee is called to report will start the call out time. The time will end when he returns back to his home or reporting location.

Article 24 - Meal Period

24.1 Meal period will generally be between the beginning of the fourth hour and the ending of the fifth hour. The meal period shall be thirty (30) minutes unpaid.

Article 25 - Away from Home Expenses

25.1 When working other than assigned territory or for unassigned territories when duties required traveling more than sixty miles from advertised headquarters or worked more than 12 hours within assigned territory, a daily meal allowance of \$15 a work day will be paid.

25.2 When overnight hotel accommodations are needed; Hotel accommodations will be paid by the Carrier either through direct billing, Manager's credit card, Company issued credit card to the Employee, or through the expense reimbursement process outlined in the Travel & Entertainment Policy. A daily meal allowance of \$35/day (24 hours) will be paid.

25.3 For travel off of the NECR property, Employees will follow the Travel & Entertainment Policy. A basic day of pay will be given for each travel day. Actual time to attend class will be paid with a minimum of a basic day's pay.

Article 26 - Physical Examination and Medical Review Panel

26.1 Employees may be required to take physical examinations at the Carrier's expense when, in the opinion of their supervisory officials, the Employee has exhibited problem(s) related to job performance or safety, in order to determine whether the Employee is capable of performing the essential functions of their job.

26.2 If an Employee has been out of active service for more than thirty (30) days, before resuming service he will be required to pass a physical examination (including drug testing) before being permitted to return to duty.

26.3 If an Employee is found to be medically disqualified by the Company's physician and the Employee is of the opinion based upon his own physician's medical evaluation that his condition does not justify removal from service or restriction of his rights to service, appeal will be made to the Carrier's Human Resources Director for medical review.

26.4 The Employee involved will select a physician to represent him (who may be the original examining physician) and the Company will select a physician to represent it in conducting further medical examination. The two (2) physicians will consult and, if they agree, the conclusion reached by them as to the individual's medical condition will be final.

26.5 If the two (2) physicians selected do not agree as to the medical condition of such individual, they will select a third (3rd) physician to be agreed upon by them, who shall be a practitioner of recognized standing in the medical profession and a specialist in the disease or ailment from which the individual is alleged to be suffering. The third (3rd) physician thus selected will consult the previous examining physicians, review all medical records, review the Employee's job description, examine the Employee and render a report within reasonable promptness setting forth his physical condition and an opinion as to his fitness to continue service in his regular employment, which shall be accepted as final. Should the decision be adverse to the individual, and it later appears through medical findings that his condition has improved, a re-examination by the Company's physician will be arranged after a reasonable interval upon the request of the Employee or the Union.

26.6 The Company and the Employee will each pay for the costs of their chosen physician and share equally in paying the costs of the third (3rd) physician.

Article 27 – Jury Duty

27.1 An Employee summoned for jury duty and required to lose time from their assignment as a result thereof will be allowed eight (8) hours pay per day at the straight time rate of pay for last service performed for each day lost, . If an Employee is assigned to a work week of four (4) ten (10) hour days, then the Employee would be entitled to ten (10) hours pay per day at the straight time rate of pay for their last service performed, subject to the following:

- a) The Employee summoned for jury duty is required to notify their immediate supervisor on their (employees) next scheduled work day following receipt of the jury duty summons.
- b) An Employee will furnish their immediate supervisor with a statement from the court of jury allowance paid and the days on which jury duty was performed, before the Employee will be reimbursed.
- c) No jury duty payment will be allowed for any day or days for which the Employee receives vacation or holiday compensation or not scheduled to work.

- d) An Employee summoned for jury duty will be required to report for duty with the Carrier during the regular assigned work week on any day the court schedule permits.

Article 28 - Attending Court as Company Witness

28.1 When by request of the Carrier, Employees covered by this Agreement are used as witnesses at inquests or suits brought or defended by Carrier, or other Carrier business, they will be paid for actual time lost and reimbursed actual expenses. It is understood that the provisions of this Article do not apply in the case of Employees attending hearings where they are subject to discipline.

Article 29 – Bereavement Leave

29.1 Individuals employed on the effective date of this Agreement will be entitled to bereavement leave in the amount of three (3) consecutive calendar days in the event of the death of the Employee's spouse, child, parent, parent-in-law, stepparent, stepchild, grandchild, sibling, stepsibling, sibling-in-law, grandparents and spouse's grandparents. The date of the funeral must fall within the three (3) consecutive calendar days and the Employee must provide the immediate supervisor with written verification of the death and the relationship of the deceased to the Employee.

29.2 If the Employee is scheduled to perform service on any of the three (3) consecutive calendar days identified above, he will be entitled to eight (8) hours pay per day at the straight time rate of pay for their last service performed. If assigned to a work week of four (4) ten (10) hour days, he would be entitled to ten (10) hours pay per day at the straight time rate of pay for the last service performed.

Article 30 - Holiday

30.1 The Carrier recognizes the following days as paid Holidays, which shall be observed on the same day as the Federal Government observes them. It is the intention of the parties that Christmas Eve and Christmas Day, as well as New Year's Eve and New Year's Day, will be observed consecutively. The Carrier shall publish a memo specifying when these days will be observed by December 1st for the following year.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve Day
- Christmas Day

- New Year's Eve Day

30.2 In addition to the designated Holidays listed above, Employees covered by this agreement will receive three (3) Floating Holidays per calendar year. A request for a Floating Holiday must be submitted in writing to the Employee's Manager not less than seventy- two (72) hours' notice of the time off needed. The Manager will approve or deny the request in writing within forty-eight (48) hours of receiving such request. If more than one request is received for the same day off, the granting of the request will be first come, first served. If more than one (1) request is submitted on the same day for the same day off, it will be awarded based on seniority. All floating holidays must be observed before December 15th of the current year.

Note: Employees hired on, or after, October 1st of the calendar year will not be eligible for floating holidays, until the following calendar year.

30.3 If a holiday identified in paragraph 30.1 above falls on a regular assigned day off then the Employee shall receive a basic day's pay at the straight time rate of pay.

30.4 If a holiday identified in paragraph 30.1 above falls during a vacation week, the holiday pay shall be paid in addition to the vacation pay.

30.5 Worked performed on any holiday identified in paragraph 30.1 above shall be compensated at one and one-half times the straight time rate.

30.6 To be eligible for holiday pay, an Employee must be available and perform service the entire assigned work day before the holiday, and be available and perform service the entire assigned work day after each holiday identified in paragraph 30.1 above.

Article 31 - Vacation

31.1 Vacation will be earned throughout the year on a pro-rata basis ("earn-as-you-go") based on years of service as of January 1st of the year of hire, as follows:

Less than 1 year of service	8.00 hours per month (see note below)
1 to 5 years of service	8.67 hours per month (13 days)
After 5 years of service	10.67 hours per month (16 days)
After 10 years of service	12.67 hours per month (19 days)
After 15 years of service	14.00 hours per month (21 days)
After 25 years of service	16.67 hours per month (25 days)

Note: Individuals joining the company during a calendar year will begin earning vacation the month following their date of hire. (For example, an Employee hired August 15th will start earning vacation time on September 1st.)

31.2 Employees may use vacation time in the current calendar year before it is actually earned in that year, up to the projected vacation limit for the given year.

31.3 An Employee who severs their employment relationship will be paid for any unused and earned vacation through that date. New hires must work a minimum of six (6) months to receive unused/earned payout of vacation. Employees will continue to earn vacation time during approved leaves of absence.

31.4 Vacation earned during a calendar year must be taken during the calendar year in which it is earned ("use-it or lose-it"). If the Carrier cancels a vacation the Employee will have the option to reschedule their vacation for later in the year or receive payment for canceled vacation. The Employee must inform the Carrier within fourteen (14) days of notification of canceled vacation, in writing, of their decision to either reschedule their vacation for a later date or receive payment. If said Employee does not make an election, the default will be to receive payment.

31.5 Weekly Vacation Scheduling: Employees will be required to submit vacation requests before December 1st for the following year to their General Manager. Vacation weeks will consist of five (5) paid days plus two (2) non-paid days. Vacation request will be granted and assigned in seniority order. All vacation weeks will be assigned to commence on the first day of the Employee's designated workweek and continue as a consecutive week.

- a) If an Employee does not submit their vacation request by December 1st. Their vacation will not be assigned until after the Employees who submitted a request on time have their vacations assigned.
- b) On or before December 5th all vacation requests that have been received by the Carrier, along with the number of Employees that can be off for vacation at any one time, will be forwarded to the Local Chairman for the purpose of preparing the vacation schedule. The Local Chairman, on or before December 20th, will submit to the Carrier the vacation schedule for the upcoming year. Upon approval thereof by the Carrier, the vacation schedule will be posted.
- c) Employees earning vacation time after the annual assignment of vacation time must submit their request in writing to their Manager not less than twenty-one (21) days in advance of the date(s) being requested on which to observe a vacation day(s). The Carrier will grant or deny the request not less than ten (10) days in advance of the date so requested.

31.6 Daily Vacation: One week of vacation (five (5) days) plus the number of days over week increments to which an Employee is entitled may be observed in daily increments. If the Employee requests a day of vacation and there are sufficient Employees available to protect the service, the single day of vacation will be granted. An Employee submitting a request to observe a single day of vacation must do so not less than twenty-one (21) days in advance of the day being requested. The Carrier will grant or deny request not less than ten (10) days in advance of date so requested. All requests for single days of vacation must be submitted to the Carrier no later than October 1st. If more than one request is received for the same day off, the granting of the request will be first come, first served. If more than one (1) request is submitted on the same day for the same day off then it will be awarded based on seniority. Single day vacations must be observed before December 15th of the current year.

Article 32 – Health & Welfare Benefits

32.1 Employees covered by this Agreement will continue to enjoy the same level of benefits (Medical, Dental, Vision, Life Insurance, Short Term Disability Insurance and Long Term Disability Insurance) and contributing monthly premium amounts toward the cost thereof as the non-represented employees of the New England Central Railroad.

Article 33 - 401(k) Savings Plan

33.1 Eligibility for participation in the Genesee & Wyoming Inc. 401(k) Savings Plan is on the first day of the month after the Employee's date of hire. (Example: An Employee hired January 15th would be eligible February 1st).

33.2 The Carrier will make matching contributions to the plan for the represented Employees who elect to defer compensation and have savings and investment contributions to the Genesee & Wyoming Inc. 401(k) Savings Plan for a given year. These matching contributions will be equal to one-hundred percent (100%) of the amount of such deferrals for each plan year, provided that the matching contributions will not exceed 4% of the Employee's compensation for the year. Eligibility for the matching contribution of the Plan is on the first quarter following one year of service (January 1, April 1, July 1 and October 1) and 1,000 hours of service.

33.3 The Plan is intended to be a 'qualified' plan within the meaning of the Section 401 of the Internal Revenue Code. The administrative aspects of the plan are the same as provided to corporate employees generally. The administrative aspects can be updated/changed by the Carrier provided such changes apply to corporate employees generally and Employees are notified of the changes before they are implemented.

33.4 Nothing contained in the Agreement is intended to limit the right of the Carrier to alter, modify, change or amend the plan, or plan design, at any time, so long as the change(s) also applies to all other Carrier employees who are enrolled in the same Plans.

Article 34 – Personal Protected Equipment

34.1 The Carrier will continue to provide required personal protective equipment. Please refer to the Northeast Supplemental Handbook for details regarding the Safety Eye Glass and Safety Boot programs.

Article 35 - Moratoriums, Term of Agreement

The purpose of this Agreement is to establish the working rules and fix the general level of compensation during the period of the Agreement between the parties signatory hereto.

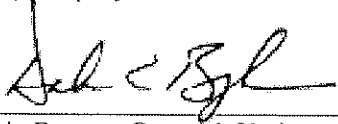
This Agreement shall become effective December 15, 2017, and shall remain in effect through December 31, 2022, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

The parties of this Agreement shall not serve nor progress prior to January 1, 2022 (not to become effective before January 1, 2023), any notice or proposal for changing any matter contained in this Agreement.

This article will not bar the Carrier and the Organization from agreeing upon any subject of mutual interest. The 35 Articles comprises the complete Agreement between the parties signatory hereto.

Signed this 18th day of December 2017, in Rochester, NY.

Brotherhood of Maintenance of
Way Employees Division



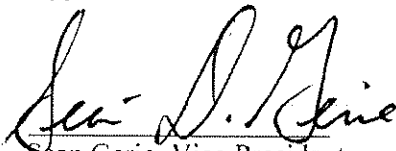
Dale Bogart, General Chairman
BMWED

New England Central Railroad



Leonard Wagner
President, NECR

Approved:



Sean Gerie, Vice President
BMWED

Appendix A – Wage Deduction Authorization

Wage deduction authorization between New England Central Railroad and the Brotherhood of Maintenance of Way Employees Division.

I hereby assign to the Brotherhood of Maintenance of Way Employees Division that part of my wages necessary to pay initiation fees, periodic dues and assessments (not including fines and penalties) as certified to the Carrier by the System Federation General Chairman of the Brotherhood as provided in the Dues Check-Off Agreement; and I authorize the Carrier to deduct such sum from my wages and pay it over to the designated officer of the Brotherhood in accordance with the Dues Check-off Agreement

Type or Print in ink:

Name _____
Last First Middle Initial

Home Address

Street and Number

City or Town State Zip Code

Date _____

Employee ID _____

Location _____

Signature _____

Local Union No. _____

Dues amount _____

Start date for dues deduction _____

Appendix B – Revocation of Wage Deduction Authorization

Wage deduction authorization between New England Central Railroad and the Brotherhood of Maintenance of Way Employees.

I hereby revoke the Brotherhood of Maintenance of Way Employees Division that part of my wages necessary to pay initiation fees, periodic dues and assessments (not including fines and penalties) as certified to the Carrier by the System Federation General Chairman of the Brotherhood as provided in the Dues Check-Off Agreement; and I hereby revoke and seek discontinuance of my authorization to the Carrier to deduct such sum from my wages and pay it over to the designated officer of the Brotherhood in accordance with the Dues Check-off Agreement.

Type or print in ink:

Name _____
Last First Middle Initial

Home Address

Street and Number

City or Town State Zip Code

Date _____

Employee ID _____

Location _____

Signature _____

Local Union No. _____

Dues amount _____

Start date for dues revocation _____

Appendix C – Teamsters D.R.I.V.E (Formerly the MOW Political League)

D.R.I.V.E deduction authorization between New England Central Railroad and the Brotherhood of Maintenance of Way Employees.

I hereby authorize you to deduct from my wages the sum of \$_____ for each month in which compensation is due. This authorization is voluntarily made, with the understanding that the monies deducted will be deposited in the account of the Teamsters D.R.I.V.E. Fund and will be used solely for the purpose of making political contributions in connection with Federal, State and Local Elections.

I understand that contributions or gifts to the Teamsters D.R.I.V.E. Fund are not deductible as charitable contributions for federal income tax purposes.

It is understood that this authorization will remain in effect for a minimum of twelve (12) months and may thereafter be revoked by giving the Company and the Organization thirty (30) days advance notice in writing of my desire to do so.

Type or print in ink:

Name _____
Last First Middle Initial

Home Address

Street and Number

City or Town State Zip Code

Date _____

Employee ID _____

Signature _____

Local Union No. _____

Appendix D – Revocation of contributions for Teamsters D.R.I.V.E
(Formerly the MOW Political League)

D.R.I.V.E deduction authorization REVOCATION between New England Central Railroad and the Brotherhood of Maintenance of Way Employees.

Effective with the receipt of this notice, I am hereby revoking my authorization for the Company to deduct from my wages the sum of \$ _____ for each month in which compensation is due.

It is understood that this revocation form is recognized that I no longer wish to make such contributions and will become effective within thirty (30) days of the Company's and Organization's receipt of this Notice.

Type or print in ink:

Name _____
Last First Middle Initial

Home Address

Street and Number

City or Town State Zip Code

Date _____

Employee ID _____

Signature _____

Local Union No. _____

Appendix E – Seniority Roster

2017 New England Central Railroad
Engineering Roster

Full Name	DOH-SED	Foreman	Inspector	Operator	Trackman	Additional Info.
Daniel A Bovat	7/12/1979	1	1	1	1	Welder
Ronald W Boucher	07/23/1981	2	2	2	2	
Matthew J Page	10/18/1993	3	3	3	3	CDL
John R Sullivan	2/27/1995	4	4		4	
Daren W Woodward	3/13/1995	5	5		5	
Andre M Poutre	9/29/2003			4	6	
Michael Bean	3/5/2006	6	6		7	
Jeffrey A Maurice	9/6/2006	7	7	5	8	Welder
Joseph P Cameron	12/18/2006	8	8		9	
Jason S Vinton	3/24/2008	9	9	6	10	Welder
Jonathan D Allbee	7/5/2010	10	10	7	11	Welder
John P Mayo*	06/06/2011	11	11	8	12	*Management
Benjamin Montagne	11/28/2011	12	12	9	13	CDL
Jesse W Richards	2/10/2013	13	13	10	14	
Adam R Hicks	10/20/2014	14	14	11	15	
Gregory A Miller	1/12/2015	15	15	12	16	
Fraser W Bordeleau	3/9/2015			13	17	
Dylan R Fontaine	10/12/2015	16	16	14	18	
Kyle J Ragno	11/16/2015			15	19	

Note: It is understood that the above roster reflects the current seniority of all NECR Engineering Employees upon the effective date of this Agreement. It is further understood that subsequent and updated Rosters will be posted pursuant to Article 11 of this Agreement.