

Memorandum of Agreement

Between

The Brotherhood of Maintenance of Way Employees Division IBT (BMWED)

And

The Massachusetts Bay Commuter Railroad (MBCR)

It is agreed:

B&B Structural Welders

1. A B&B Structural Welding Roster will be established effective August 1, 2010 which will consist of the following classes: B&B Structural Welder Foreman, B&B Structural Welder and B&B Structural Welder Helper. The Carrier will advertise B&B Structural Welder positions to work within the B&B Sub-Department. An employee entering service as a new hire, or an employee establishing B&B Structural Welder Foreman, B&B Structural Welder or B&B Structural Welder Helper seniority will acquire seniority in that class from the date awarded an advertised position (or date hired into that position) and will establish seniority as of the same date in lower classes on the same seniority roster. In order for the Carrier to hire anyone into any of these classes the positions must first be advertised and go un-awarded as no bids received at least twice. Positions will be awarded in accordance with the current provisions of Rule 8 of the current agreement; specifically, qualifications being sufficient seniority will prevail. The initial rates of pay and minimum qualifications for these positions will be as follows:

Structural Welder Foreman - \$26.29

Qualifications: NORAC, RWP, Valid Driver's License, State and/or Federal certification as deemed necessary by the Carrier. Trade and/or Vocational training as deemed necessary.

Structural Welder – \$23.71

Qualifications: RWP, Valid Driver's License, Trade and/or Vocational Training as deemed necessary, able to complete AWS Specification Plate Test.

Structural Welder Helper – \$22.21

Qualifications: RWP, Valid Driver's License, able to complete AWS Specification Plate Test.


2. Employees who establish new seniority in the B&B Structural Welder Foreman, Structural Welder or Structural Welder Helper classifications by: (1) application and assignment to a bulletined position; or (2) being hired into a B&B Structural Welder or Welder Helper position pursuant to Paragraph A above, shall not be permitted to bid off such positions for a period of six (6) months from the date they physically assumed the duties of the position.
3. An employee who exercises seniority pursuant to Rule 8 of the current agreement to displace a B&B Structural Welder Foreman, Welder or Welder Helper with less seniority during the six (6) month restricted period established in Paragraph B above, shall not be permitted to bid off that position for a new six (6) month period beginning from the date that he physically assumes the duties of the position.
4. Employees who desire to become certified Structural Welders will be permitted to obtain the necessary training in seniority order. The Carrier will initially solicit requests for training from employees holding seniority in Classes coming under the current Agreement between the BMW and MBCR. The three (3) senior applicants (seniority determined by the earliest starting date) will be afforded basic training for four (4) hours in welding and then will be given the opportunity to take the AWS Specification Plate Test. The test plates will be sent out for inspection by an outside source. Employees who successfully pass the test will be required, for a period of six (6) months following the test, to bid for and be assigned to Structural Welder Helper positions and will then be required to stay on that position as indicated in Section 3 above.
5. Compensation and expenses associated with future training shall be handled as specified below:
 - (a) When the Carrier requests employees to attend training for the above referenced positions to which they are currently assigned, they may be assigned to classroom or on-the-job training at such times and places as necessary.

- (b) Training under this Rule will be offered in seniority order as they appear on the seniority rosters. When employees of the applicable class are exhausted, then the employees in lower classes of the rosters involved will be offered the training in the order of their seniority.
- (c) Employees will be paid at the pro rata rate, not to exceed eight (8) hours per day, for classroom or on-the-job training, including necessary travel. Employees will be given reasonable advance notice concerning training assignments and scheduling of training sessions.
- (d) When transportation to the training location is not provided, employees may, when authorized, use their private automobiles and will be reimbursed for expenses including mileage, meals and lodging.
- (e) All reasonable efforts will be made to prevent situations from arising where an employee commences training without sufficient rest, or the training and travel exceeds eight (8) hours per day.
- (f) During work weeks which include training, employees will be compensated in accordance with Rule 11 for any hours trained or worked over forty (40) hours in that work week.

For the Organization,


Bradley A. Winter
General Chairman

For the Carrier


Patricia Lucek
Manager Labor Relations

DATED: 07/23/2010