



October 15, 2005

File: 210-33

Mr. Louis R. Below
General Chairman, BMWWE
510 8th Street
Sacramento, California 95814-1206

Dear Sir:

Reference is made to our previous conversations concerning the establishment of a position of "Bridge Maintainer" in the Bridge and Building and Utilities Sub-Department to perform work in conjunction with the maintenance of the moveable bridges on the Sacramento Division - Western Seniority District and the Western Division Seniority District. In our discussion it was agreed to add the following position to Rule 26(d) in the Class and Wage Schedule for the Bridge Building and Utilities Sub Department of the collective bargaining agreement:

	<u>Hourly Rate</u>	<u>Overtime Rate</u>
5 (a) Bridge Maintainer (Sacramento Division-West & Western Division only)	\$20.77	\$31.16

This position is subject to overtime rules, all subsequent general wage increases and COLA allowances.

Employees assigned to this position must be competent to perform the work of greasing of the bridges, repairs to the engine houses, adjustments to the haul ropes, all other related work concerning the maintenance of moveable bridges.

There will be two (2) positions established under this agreement. The positions will be headquartered together or individually at or near the locations of the moveable bridges on the Sacramento Division - Western Seniority District and/or the Western Division Seniority District pursuant to Rule 23. Employees assigned to these positions will be allowed actual reasonable necessary expenses for meals and lodging when held away from headquarters overnight. When held away from their headquarters overnight the employees will have the option of utilizing the Carrier's designated corporate lodging location on a single occupancy basis.

In addition to the regular information listed on the advertisement and assignment notices the Carrier will also announce on the bid line that this is a position which will be able to work on the bridges on either the Sacramento Western or the Western Seniority Districts. In establishing the positions the Carrier will initially designate one position for each of the seniority divisions and all resulting vacancies will be announced with that seniority division designation for purposes of first right of assignment.

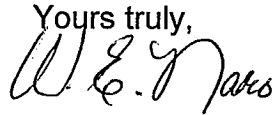
First preference for assignment on these positions will be to assign one position to an employee from the Sacramento Division - Western Seniority District and the other position to an employee from the Western Division Seniority District. In the event there are no applications from employees from one seniority district and multiple applications from the other seniority district the Carrier may assign the positions to two employees from the same seniority district. Such assignment will not change the assignment preference for the position of assigning one employee from each of the seniority districts. Where no bids are received from Sacramento Division - Western Seniority District or Western Division Seniority District employees retaining seniority in the classification, assignments will be made to applicants in accordance with Rule 7 of the collective bargaining agreement. However, such assignment also will not change the assignment preference for the positions of assigning one employee from each of the seniority districts.

There will be no joint district seniority rights established as a result of this agreement. Employees assigned to the position where seniority is not already held, will establish a new seniority date for the classification on the seniority district where current seniority rights are held. In the event the employees assigned have no other district seniority or are hired for the position(s), they will establish a new seniority date for the classification on either the Sacramento Western or the Western seniority district but not both.

Displacement to a position assigned pursuant to this agreement will be made in conformity with Rule 13 of the Collective Bargaining Agreement and, except as provided herein, employees will only be permitted to exercise displacement rights over employees from their home seniority district. If a position which was to be assigned to a specific seniority district was not filled because of a lack of bidders and was filled by an employee from the other seniority district, an employee with seniority in the classification from the seniority district which was to have been assigned to the position may displace the employee from the other seniority district without regard to the other employee's seniority date as a Bridge Maintainer.

Where the provisions of this agreement conflict with the rules of the Collective Bargaining Agreement, this agreement will apply. In all other cases the terms of the

Collective Bargaining Agreement effective October 1, 1973 (Last Revised December 31, 2003) will apply. If the foregoing correctly sets forth the understanding reached in conference, please sign in the space provided below.

Yours truly,

W. E. Naro
General Director Labor Relations

AGREED:



L. R. Below, General Chairman

APPROVED:



R. B. Wehrli, Vice President