



June 21, 2004

Mr. Jed Dodd, General Chairman
Pennsylvania Federation - BMWWE
121 North Broad Street - Suite 503
Philadelphia, PA 19107

Mr. Stuart Hurlburt, Jr., General Chairman
Northeast Federation - BMWWE
135 Mick Lane
Oneonta, NY 13820-4316

Re: Rental of Holland Welder

Dear Gentlemen:

This is in reference to our June 10, 2004, meeting and subsequent discussions regarding the above subject and implementation of Award No. 2 of Public Law Board No. 6671.

The parties agreed to permit the utilization of the Holland Flash Butt Welding Units currently working on the property under the following conditions:

1. Amtrak will obtain the Holland Flash Butt Welding Units (the Holland Welder) to be operated by employees coming under the scope of the Amtrak - BMWWE Northeast Corridor Agreement, to perform field welds on the Keystone Corridor Improvement Project, support the work of the TLS Unit and, to perform field welds on the New England Division.
2. The Holland Company will supply supervision to direct the operation of the Holland Welder and to perform maintenance and repair of the equipment.
3. The Holland Company will train BMWWE employees to operate the Holland Welder. Holland Company may supply those employees necessary to train BMWWE members, but such employees will not operate the Holland Welder except incidentally when necessary for the instruction of BMWWE employees. All operation of the Holland Welder will be performed either by a BMWWE member being trained under the direction of a Holland employee or, by a qualified BMWWE employee.

4. Amtrak will bulletin three (3) training positions under the 1977 MW Training Agreement for each Holland Welding Unit on the Northeast Corridor. Upon becoming qualified to operate the Holland Welder, awards will be made to such positions in seniority order. The award date will be the date the original training award became effective. It is understood that each Holland Welder requires two operators. When the third employee becomes qualified to operate the Holland Welder, that employee will be permitted to exercise seniority to another position, or if senior, an award will be posted changing the original award to that senior employee.
5. Should a position become vacant on the Holland Welder, an employee trained under this agreement may be assigned to the vacancy (force assigned). If more than one employee is subject to assignment under this paragraph, the assignment will be made in reverse seniority order. Such employees may be assigned outside their work zones, but Southern District employees may not be forced to the Northern District, nor may Northern District employees be forced to the Southern District.

If an employee is force assigned to operate the Holland Welder, such position will be advertised as provided in Rule 3 of the Agreement. If no bids are received from qualified applicants, the position will immediately change to a Training Position under the 1977 Training Agreement and will be awarded to the senior applicant. The employee force assigned will be permitted to exercise seniority when such successful applicant has been trained and qualified to operate the Holland Welder and such successful applicant will be awarded the position. The award date will be the date of the original award of the training position.

6. Following thirty (30) days of training on the Holland Welder, the parties will meet to review the progress of the trainees and further discuss the duration of training.
7. All positions referred to in this agreement will be governed by Rules 90-A or B of the Agreement. Seniority for these positions will be based on the applicable Northern or Southern District Thermite Welding Rosters. New seniority earned as a result of being awarded a position with the Holland Welder will be reflected on the applicable Thermite Welding Roster.

8. Following the FY 04 production season, Amtrak will again post three (3) training positions, under the 1977 MW Training Agreement, for each Holland Welder anticipated to be used in the next production season. Employees who commenced training or were awarded positions under paragraph 4 above shall have first rights in seniority order to these training opportunities on their respective districts. Successful applicants for these positions will attend formal training at Holland Facilities in Chicago, Illinois. Upon successful completion of that training, the employees will be assigned to the Holland Welder for the FY 05 production season, with preference in seniority order to available positions. Employees who are not assigned under this paragraph will be subject to assignment under paragraphs 4 and 5 above.
9. Liability under Award No. 2 of Public Law Board No. 6671 will cease upon award of the training positions referred to above. The parties thereafter shall review necessary records to arrange for settlement under this Award.
10. This agreement will terminate with the end of the FY05 production season unless extended by mutual agreement.


If the above properly reflects our understanding, please sign below and return one copy of this letter to my office. Upon receipt of the signed agreement, the necessary advertisement will be posted. A copy of this agreement shall be included with the postings.

Very truly yours,

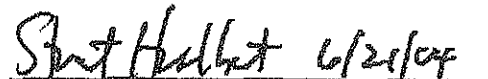


R. F. Palmer
Director-Labor Relations

I Concur:



Jed Dodd (date)
General Chairman
Pennsylvania Federation - BMWE



Stuart A. Hurlburt, Jr. (date)
General Chairman
Northeast Federation - BMWE