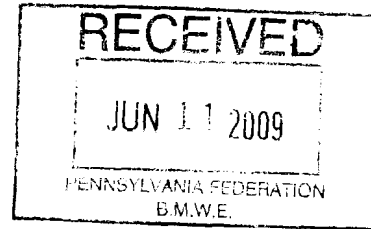




May 21, 2009

Mr. Stuart A. Hurlburt, Jr.  
General Chairman – BMWED  
135 Mick Lane  
Oneonta, NY 13820-4316



Re: New England TLM

Dear Mr. Hurlburt:

This is in reference to our various discussions, most recently on May 13, 2009, regarding Amtrak's desire to lease an additional Track Laying Machine (TLM) in order to facilitate concrete tie replacement work on the New England Division during certain periods in 2009, 2010 and 2011.

Amtrak was unable to lease a TLM without the owner of the machine providing certain supervisory personnel, repair forces and key machine operators. However, Amtrak recognized that it could not contract out concrete tie replacement work without your concurrence as provided for in the Scope Rule of the Amtrak/BMWE Northeast Corridor Agreement and, therefore, we sought that concurrence. In light of the particular facts associated with this case, we agreed that for the periods July through December 2009, April through December 2010 and April through December 2011, the following would apply:

- During these specified periods, Amtrak may lease a TLM operated by the lessor's own supervision, repair forces and certain key operators, as outlined below:
  - 1 Main Panel Operator
  - 2 Gantry Operators
  - 1 Rail Liner Operator
  - 2 Accumulator Operators
  - 1 Pick-up Wheel Operator
  - 1 Car Mover Operator
  - 1 Plow Operator
  - 2 Tie Flipper Operators

It is understood that the operation of the TLM shall be under the direction and control of Amtrak.

- Amtrak may also utilize the Shoulder Cleaner and VacTrain, which is leased equipment (currently in use on Southern District) for this project. This equipment cannot be leased without operators, but support positions (2 Foremen) are included in the TLM staffing below. Without prejudice to either party's position concerning the application of the Equipment Rental Agreement, we agreed that the appropriate number of Northern District BMWED employees shall be upgraded under the provisions of the Equipment Rental Agreement in connection with these two pieces of equipment.
- The following Amtrak forces will be advertised and assigned to the project during all periods that the leased TLM is in operation:
  - Head End Gang
    - 1 Foremen (Rail Vac)
    - 3 Engineer Work Equipment
    - 3 Machine Operators
    - 9 Trackmen
    - 2 Truck Drivers
    - 18 employees
  - Shoulder Cleaner
    - 1 Foremen
    - 3 Machine Operators
    - 3 Trackmen
    - 1 Truck Driver
    - 8 employees
  - Advance Tie Removal
    - 2 Foremen
    - 4 Engineer Work Equipment
    - 5 Trackmen
    - 1 Truck Driver
    - 12 employees
  - TLM
    - 1 Foreman
    - 2 Machine Operators
    - 10 Trackmen
    - 1 Truck Driver
    - 14 employees
  - Clipping
    - 2 Foremen
    - 9 Engineer Work Equipment
    - 3 Machine Operators
    - 7 Trackmen
    - 1 Truck Drivers
    - 2 Holland Welders
    - 2 Boutet Welders
    - 26 employees

Mr. Stuart A. Hurlburt, Jr.  
May 21, 2009  
Page 3

New England TLM

- Surfacing
    - 3 Foremen
    - 12 Engineer Work Equipment
    - 10 Trackmen
    - 3 Truck Drivers28 employees
  - Material Handling
    - 1 Foreman
    - 5 Engineer Work Equipment
    - 2 Machine Operators
    - 3 Trackmen
    - 1 Truck Driver12 employees
- TOTAL** **118 employees**

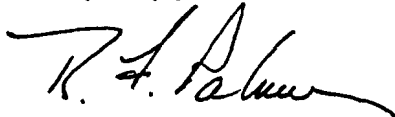
During operations under this agreement, the incumbents of the above identified positions shall receive an incentive allowance of \$1.50 per hour for all hours worked on these positions. This allowance will be in addition to any and all other allowances provided for in the agreement.

- Without prejudice to the position of either party relative to the type of equipment operated or the nature of the work, these gangs shall be operated under the provisions of Rule 90-B.
- During the operation of the TLM on the Northern District under the terms of this Agreement, Amtrak shall establish an additional Safety Liaison position dedicated to this operation. The selection and functions of this position shall be as defined in the System Safety Agreement.

Consistent with the anticipated program duration, this agreement shall remain in effect through calendar year 2011, upon conclusion of which the contractors shall perform no other work on the property except as otherwise may be agreed to by the parties.

If the above properly reflects our understanding, please sign below and return one copy of this agreement to my office.

Very truly yours,

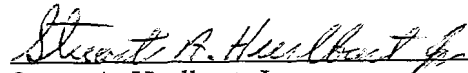


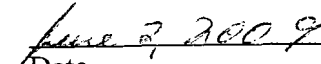
R. F. Palmer  
Director-Labor Relations

Mr. Stuart A. Hurlburt, Jr.  
May 21, 2009  
Page 4

New England TLM

I concur:

  
\_\_\_\_\_  
Stuart A. Hurlburt, Jr.  
General Chairman - BMWED

  
\_\_\_\_\_  
Date