File: 890-180-30-30

OPS __-03

TRACKAGE RIGHTS IMPLEMENTING AGREEMENT 3A

between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY CO.

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

1. The purpose of this agreement is to amend UP-SP Trackage Rights Implementing Agreement 3 in order to update the original agreement to conform to present operational circumstances and to provide for additional manpower sources for the expanded trackage rights operation.

IT IS AGREED:

Article 1 - Changes to UP-SP Trackage Rights Implementing Agreement 3

Section 1

Article 1, Section 1A is changed to read as follows:

"1. The San Antonio prior rights seniority district covers the territory from San Antonio to Eagle Pass, including the yards at San Antonio and Eagle Pass. San Antonio based-crews will be allowed 162 miles for handling trains between San Antonio and Ryan's Ruin near Eagle Pass.

2. If a San Antonio-based crew gets or leaves their train west (or south) of Ryan's Ruin, up to and including the International Bridge, they will receive an additional payment of 14 miles, or actual miles run if greater. This payment is for additional service and so will be made over and above all other earnings, and will not to be considered a duplicate time payment."

Section 2

Article 1, Section 1B is changed to read as follows:

"B. The Temple seniority district is expanded to encompass the trackage from Temple to San Antonio via either the Taylor or the Caldwell route. Temple-based crews will be allowed 193 miles for handling trains between Temple and San Antonio via Taylor and 221 miles for handling trains between Temple and San Antonio via Caldwell."

Section 3

A new, Article 1, Section 1C is added, reading as follows:

"1. For the payments specified in Section 1A and 1B, a crew may get or leave their train anywhere within the following limits:

MP 218.8 on the Del Rio Sub

MP 201.4 on the Del Rio Sub

MP 250 on Austin Sub Track 1

MP 251 on Austin Sub Track 2

2. The points specified just above are also the points where computation of final terminal delay shall begin at San Antonio. On the route to Eagle Pass, computation of final terminal delay shall begin at MP 21.

Section 4

Article 1, Section 2C is changed to read as follows:

" 1. The Temple extra board will be used to provide sufficient manpower based on minor fluctuations in business at San Antonio. When so used, the first-out Temple extra board employee(s) will be assigned to the San Antonio vacancy and will, if he so desires, be relieved at the end of the 7th calendar day calculated from date of his performance of first service at the outlying point, provided he files written request therefor with the proper supervisor by not later than the end of the 5th day of service at such outlying point. In the event there is no extra engineer available to relieve him at the end of the 7th day, he will remain on the assignment until an extra engineer does become available. If it is known no service will be required of such engineer on the 7th calendar day, he will be permitted to return to his home terminal upon completion of service on the 6th calendar day. When used in this manner, the Temple extra board employee(s) will be paid a daily meal allowance of $40.00 for each day so used and will be provided lodging (or $80 per day if the employee elects to provide his own lodging).

In the event that a longer-term manpower need arises of sixty days or less (like a grain rush), the junior engineer from Temple can be force assigned if there are no bids for the advertised vacancies. When force assigned under the terms of this agreement provision, Temple engineers will be provided lodging and paid a daily meal allowance of $40 (or $80 per day if the employee elects to provide his own lodging).

These measures are not intended to allow the company to avoid the need to promote additional people to become engineers when genuine long-term needs exist at San Antonio. However, if the company hires additional engineers at San Antonio, these newly hired employees cannot be displaced during their first year of employment, unless the senior employee would otherwise be furloughed.

2. Subsequent vacancies at Eagle Pass will be filled as follows:

a. Temporary vacancies: Filled from the San Antonio extra board first, then the Temple extra board. When an employee is used to fill a temporary vacancy at Eagle Pass, he or she will be provided lodging and paid a daily meal allowance of $40 (or $80 per day if the employee elects to provide his own lodging). A Temple extra board employee filling a temporary vacancy at Eagle

Pass may request to be released after seven days, and the employee will be released if any other extra board employee is available.

b. Permanent vacancies: If no bidders, force assign a junior employee from the Temple seniority district. If there is no employee at San Antonio to assign, force the junior employee at Temple. When force assigned under the terms of this agreement provision, Temple or San Antonio engineers will, for the first 60 days of such assignment, be provided lodging and paid a daily meal allowance of $40 (or $80 per day if the employee elects to provide his own lodging). In the event that there is no employee to force assign, the vacancy can be filled as a temporary vacancy."

Section 5

Article 1, Section 2D2 is changed to read as follows:

" Road Switcher assignments, yard assignments or local assignments deemed necessary by management may be established at Eagle Pass. Any assignment headquartered at Eagle Pass can be used to provide hours of service law relief within the boundaries of their assignment.; however, a road switcher may also be used to provide hours of service law relief for up to 50 miles from Eagle Pass. When a road switcher provides hours of service law relief, the crew will be paid time or miles, whichever is greater, with a minimum of twenty-five (25) miles at the pro rata rate which will not be considered a duplicate time payment."

Section 6

Article 1, Section 4 is changed to read as follows:

"A. When Temple crews, destined to San Antonio, tie up under the Hours of Service Law at or south of the north switch at Goodwin, the first out San Antonio crew may be used to provide relief. When so used, the San Antonio crew will be transported to the train and handle it through San Antonio, without release, and on towards Eagle Pass. San Antonio crews used in this manner will be paid actual miles transported and run north of San Antonio with a minimum of 30 miles. This payment is for additional service and so, like the other payments specified in this sub-section, will be made over and above all other earnings, and will not to be considered a duplicate time payment.

B. When Temple crews, destined to San Antonio, tie up under the Hours of Service Law at or west of Cibolo, the first out San Antonio crew may be used to provide relief. When so used, the San Antonio crew will be transported to the train and handle it through San Antonio, without release, and on towards Eagle Pass. San Antonio crews used in this manner will be paid actual miles transported and run north of San Antonio with a minimum of 25 miles. This payment is for additional service and so, like the other payments specified in this sub-section, will be made over and above all other earnings, and will not to be considered a duplicate time payment.

C. For the relieving of trains between Temple and San Antonio, Smithville will be the break point: if a train needs to be relieved at or north of Smithville, a

San Antonio pool crew at Temple will be used; if the train is south (west) of Smithville, a San Antonio crew at San Antonio will be used. Similarly, if a train needs to be relieved at or north of Flatonia, a San Antonio crew at Temple will be used; if the train is south (west) of Flatonia, a San Antonio crew at San Antonio will be used. (Thus, the trackage from San Antonio to Smithville is not exclusively that of either seniority district.)

D. When a San Antonio crew, destined to San Antonio, must tie up under the Hours of Service Law at or east of Lacoste, the first out Temple crew at San Antonio may be used to provide relief. When so used, the Temple crew will be transported to the train and handle it through San Antonio, without release, and on to Temple. Temple crews used in this manner will be paid actual miles transported and run south of San Antonio with a minimum of 25 miles. This payment is for additional service and so, like the other payments specified in this sub-section, will be made over and above all other earnings, and will not to be considered a duplicate time payment.

E. Hours of service law relief may be provided by the destination extra board if an extra board exists at the destination terminal. This will not preclude the company from using a yard engineer to provide hours of service relief as provided by current schedule rules."

Section 7

Article 2, Section 2 is changed to read as follows:

"Engineers appearing on the Temple Seniority District Roster will have preference to assignments operating on the Temple district. Assignments (including extra board) on the San Antonio District will be bulletined on the San Antonio Seniority District in accordance with existing rules. The senior San Antonio engineer making application will be assigned; if none, the senior Temple engineer making application will be assigned; if none, force assignment will occur under the provisions of the amended Article 1, Section 2C."

Section 8

Article 2, Section 4 is changed to read as follows:

"Except as specifically provided in this amended agreement, employees with prior rights may, but will not be required to protect service off their prior rights territory."

Article 2 - General

Section 1

A. The parties have negotiated this Agreement mindful of the fact that their futures are linked and that we must work together to succeed over the long term. Therefore, the parties mutually pledge and commit themselves to act reasonably in the application of this agreement.

B. The parties will meet within 90 days of the implementation of this Agreement to

review its operation.

Section 2

A. All provisions of pre-existing agreements, including particularly UP-SP Trackage Rights Implementing Agreement 3, that conflict with the terms of this agreement are superseded to the extent of the conflict. All provisions of preexisting agreements that do not conflict with the terms of this agreement remain in full force and effect.

B. This implementing agreement is made pursuant to the Norfolk & Western Conditions (354 I.C.C. 605, 610-615) which, by this reference, are incorporated here.

C. Except as specifically provided, nothing in this implementing agreement shall be interpreted to expand or contract protective benefits provided in the Norfolk & Western Conditions imposed by the Interstate Commerce Commission and incorporated here by paragraph B of this section.

Section 3

This agreement will become effective upon 5 days' written notice from the company, after execution by the parties. It may later be changed by mutual agreement or in accord with applicable law.

Signed and accepted at Ft Worth TX this 3rd day of November, 2003

for BROTHERHOOD OF LOCOMOTIVE ENGINEERS

General Chairman

for THE BURLINGTON NORTHERN AND SANTA FE RAILWAY CO.

General Director - Labor Relations