

***united transportation union***  
*Burlington Northern & Santa Fe Railway General Committee of Adjustment GO-245*



K.E. Trauernicht, 1st Vice Chairman  
J.A. Scott, 2nd Vice Chairman  
B.M. Drummond, 3rd Vice Chairman

8250 West 80th Avenue  
The Meadows Centre, Units 7&8  
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Phone: (303) 420-1848  
December 11, 2007

S.M. Waller, 4th Vice Chairman  
S.M. Waller, Secretary

**To: Local Chairmen, GO-245 (former CB&Q)**

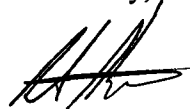
**Re: New Hire Placement**

Ever since the signing of the formal conductor/hostler/foreman training agreement in 1997, there has existed a dispute between the parties regarding the length of time an employee has to mark up in active service upon successful completion. While some locations have always allowed 48 hours, many have required the employees to mark up within 8 hours and sometimes even forced them to other terminals. The dispute was borne from the fact that these employees had never been "displaced" and the Carrier contended that the contractual displacement time period therefore did not apply.

Fortunately, a consensus has been reached in the matter that includes all former BN properties. Attached please find a letter of understanding affording these employees 48 hours in which to place in active service once released from the formal program. The understanding also provides that during the fifteenth week (only), if an employee voluntarily places before the end of the week, they will be compensated both training pay and actual compensation through the end of that week.

Please feel free to contact this office if you have any questions regarding this matter.

Fraternally,



R.S. Knutson  
General Chairman



**Milton H. Siegele**  
*Assistant Vice President*  
*Labor Relations*

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December 7, 2007

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1551 Indian Hills Dr., Suite 104  
Sioux City, IA 51104

R.D. Kerley  
General Chairman, UTU  
3856 W. Chestnut Expressway  
Springfield, MO 65802

Dear Sirs,

This is in reference to our discussions regarding the placement of new employees in active service once they have successfully completed the formal conductor/foreman/hostler training program. Due to the inconsistency in which this process has been handled at the local level, it was determined that there exists a need to standardize the procedure.

The present agreement provides that new employees must undergo a minimum of fifteen (15) weeks of training; the exceptions being if the employee has had previous experience (Side Letter No. 15) or additional training is required (up to four weeks). Within this period, it was further contemplated that employees are required to be available six (6) days of each calendar week (Monday through Sunday).

Therefore, once the employee has successfully completed the requisite amount of training and is released from the program, it is agreed:

1. The employee will be afforded 48 hours from the time they are released from the program in which to place in active service within the subdistrict they were trained. An employee not subject to Side Letter No. 15 may be released from the program prior the end of the requisite training period but no later than Friday of the fifteenth week.

In any event, the employee may mark up prior to the expiration of the 48 hours, but will be compensated for all service performed in addition to their training pay through the end of the fifteenth week.

2. An employee who is required to complete additional training, or one who qualifies for reduced on-the-job training under Side Letter No. 15, will be afforded 48 hours from the time they are released in which to place in active service within the subdistrict trained. In this event, the employee will be compensated under the training agreement through and including the day in which released.
3. Should an employee be unable to hold a position in active service within the subdistrict training, they will be subject to that property's existing rules for placement but will be granted no less time to mark up than provided in Items 1 and 2, above.

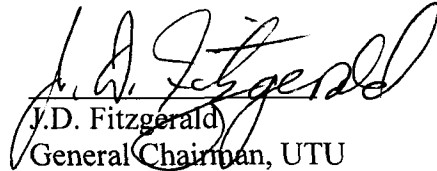
Sincerely,



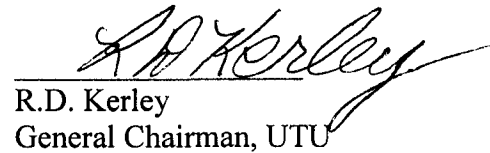
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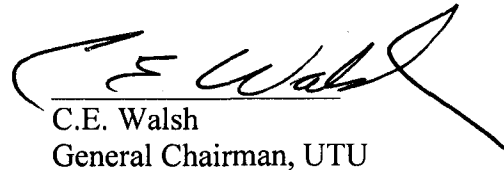
R. S. Knutson  
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