



**Brotherhood of Maintenance of Way Employees Division
of the International Brotherhood of Teamsters**

Freddie N. Simpson
President

Perry K. Geller, Sr.
Secretary-Treasurer

February 9, 2009

**ALLIED
BYLAWS**

Mr. Dennis R. Albers, General Chairman
Allied Federation
315 W. Main Street, Suite 20
Hendersonville, TN 37075-7324

RE: Allied Federation Approved Bylaws

Dear Brother Albers:

This will acknowledge receipt of your signed originals of the revised Allied Federation Bylaws.

I have approved the bylaws and enclosed an original signed bylaw for your file.

In solidarity,

Freddie N. Simpson
National Division President

RAI/ama
opeiu-42

Enclosure

cc: Mr. P. K. Geller
Mr. J. R. Cook
Mr. R. A. Inclima (w/enc.)

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Southfield, MI 48076
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CONSTITUTION AND BYLAWS

for the

**GOVERNMENT OF THE JOINT
PROTECTIVE BOARD AND MEMBERS**

of the

Allied Federation

**To Be Composed of the
Following Railroads:**

**CSX TRANSPORTATION, INC.
(Former Seaboard System Railroad,
Former Louisville & Nashville Railroad,
Former Seaboard Coast Line Railroad,
Former Atlantic Coast Line Railroad,
Former Columbia, Newberry and Laurens Railroad,
Former Atlanta and West Point-The Western Railway of Alabama -
Georgia Railroad, including Augusta and Summerville Railroad -
Atlanta Joint Terminals)**

ATLANTA & SAINT ANDREWS BAY RAILWAY

**WINSTON-SALEM SOUTHBOUND RAILWAY
HIGH POINT, THOMASVILLE AND DENTON RAILROAD**

Baltimore & Ohio Chicago Terminal

Baltimore & Ohio Railroad

Chesapeake & Ohio Railway

Chicago & Eastern Illinois Railroad

Appalachian & Ohio

Evansville Western

Meridian and Bigbee Railroad

Monon Railroad

**Richmond, Fredericksburg and Potomac Railway
(including Potomac Yard)**

The Union Belt of Detroit

Union Pacific (former Missouri Pacific Line)

Port Terminal Rail Authority

Kansas City Southern Railway Company

**Union Pacific (former Southern Pacific Eastern Line, St. Louis Southwest Railway
Company, Oklahoma, Kansas and Texas Railroad)**

Burlington, Northern and Santa Fe Railroad

New Orleans Public Belt Railroad

Louisiana and North West Railroad

Texas-Mexican Railway

of the

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES DIVISION

of the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

**Adopted at Kansas City, MO
on the 10th day of December, 2008**

PREAMBLE

The objectives of the Allied Federation are:

1. To bring within the folds of our order every person eligible to join our ranks.
2. To exalt the character and increase the ability of our members.
3. To ensure greater safety for our members and the traveling public and effect economy in the departments in which our members are employed by interchanging ideas and adopting the best methods of performing our duties.
4. To benefit the general public by raising the standard of efficiency of our membership.
5. To secure just working conditions and working hours as befit the ideal of honorable labor, and thereby obtain the opportunity for closer cooperation with the managements, recreation, intellectual development and social enjoyment, to which all humanity is justly entitled.
6. To alleviate distress and suffering caused by sickness or disability among our members.
7. To assist the immediate family of deceased members.
8. To educate ourselves in the civic affairs of our country and to encourage others to take an interest therein, in order that we may thereby vote intelligently and effectively for the common good and protection of all.
9. To inspire all members of the Allied Federation to live a sober, moral, and honest life.
10. To encourage all members to faithfully and honestly perform their duties to the best of their ability for the Brotherhood of Maintenance of Way Employes Division (hereinafter BMWED) and for their employers.
11. All of which we propose to consummate by conducting our affairs in an honorable and businesslike manner, in accordance with the provisions incorporated in this constitution, which is the law supreme of our Federation.

ORDER OF BUSINESS

Hours of daily sessions at meetings shall be from 8:00 A.M. to 12:00 Noon; from 1:00 P.M. until close.

Regular Order of Business will be suspended upon reconvening of the Convention after lunch on the first day of the Convention for nomination and election of officers.

Robert's Rules of Order shall govern on all matters not herein provided for.

ARTICLE I ORGANIZATION

Section 1. This body shall be known as the Allied Federation of the Brotherhood of Maintenance of Way Employees Division and will have jurisdiction over Maintenance of Way employees on the CSX Transportation, Inc. (former Seaboard System Railroad, Former Louisville & Nashville Railroad, Former Seaboard Coast Line Railroad, Former Atlantic Coast Line Railroad, Former Columbia, Newberry and Laurens Railroad, Former Atlanta and West Point - The Western Railway of Alabama - Georgia Railroad, including Augusta and Summerville Railroad - Atlanta Joint Terminals), Atlanta & Saint Andrews Bay Railway, Winston-Salem Southbound Railway, High Point, Thomasville and Denton Railroad, Baltimore & Ohio Chicago Terminal, The Baltimore & Ohio Railroad, Chesapeake & Ohio Railway, Chicago and Eastern Illinois Railroad, Monon Railroad, Richmond, Fredericksburg and Potomac Railroad (including Potomac Yard), The Appalachian & Ohio, Evansville Western, Meridian and Bigbee, The Union Belt of Detroit, Arkansas & Louisiana Missouri Railway Company, Arkansas Western Railway Company, Ashley, Drew & Northern Railway Company, Fort Smith & Van Buren Railway Company, Houston Belt & Terminal Railway Company, Kansas City Southern Railway Company, Louisiana & Arkansas Railway Company, Milwaukee-Kansas City Southern Joint Agency, Port Terminal Railroad Association (Houston Union Pacific System) Former - Abilene & Southern Railway Company, Fort Worth Belt Railway Company, Kansas, Oklahoma & Gulf Railway Company, Missouri - Illinois Railroad Company, Missouri Pacific Railroad Company, New Orleans & Lower Coast Railroad Company, Union Terminal Railway Company (St. Joseph, Missouri) Weatherford, Mineral Wells & Northwestern Railway Company, Union Pacific (former Southern Pacific Eastern Line, St. Louis Southwest Railway Company, Oklahoma, Kansas and Texas Railroad), Burlington Northern and Santa Fe Railroad, New Orleans Public Belt Railroad, Louisiana and North West Railroad, Texas-Mexican Railway as covered in the scope of the agreements in effect, or any other systems that may hereinafter become affiliated with the Allied Federation in accordance with Section 1 of Article II.

ARTICLE II AFFILIATION

Section 1. Any System Division, Federation, or Maintenance of Way employees of any railroad, wishing to affiliate with this Federation, will be considered by making written application through its System Division or Federation Officers (or by petition if there is no System Division or Federation Organization on such railroads) to the General Chairman of the Allied Federation. If the General Chairman of the Allied Federation feels the affiliation to be advisable, he will immediately advise the members of the Allied Federation Executive Committee of such application for affiliation.

The Executive Committee members will immediately advise the General Chairman as to whether or not they deem it advisable to affiliate such a System Division, Federation, or Maintenance of Way employees of any railroad with the Allied Federation. If a majority of the Executive Committee members approve such affiliation, the General Chairman will proceed to effect such affiliation, providing the conditions of affiliation meets with the approval of the National Division President.

Section 2. Should the General Chairman fail to effect an affiliation and he deems such affiliation still advisable in the interest of the Allied Federation, he may call into a session the members of the Executive Committee and/or the members of the Joint Protective Board, in order to effect such affiliation.

ARTICLE III CONVENTIONS AND DELEGATES

Section 1. The Quadrennial Convention of the Allied Federation chaired by an Officer of the Allied Federation will be held in October 2012 and quadrennially thereafter, the exact date and location to be set by the General Chairman with the approval of the Executive Committee in a suitable place under the jurisdiction of the Allied Federation.

Section 2.(a) Each Local Lodge in the Allied Federation shall be entitled to one delegate chosen by such Lodge to represent them as provided in this section and in accordance with the Merger Agreement between BMW and IBT and Article XIX, Section 4 of the Bylaws of the Brotherhood of Maintenance of Way Employees Division. All delegates and alternates shall be elected by secret ballot vote of the members in good standing of the Local Lodge by which they are accredited. Each such member, according to current records at the National Division, shall be given at least fifteen (15) days prior written notice of such election mailed to their current address, according to National Division records. Each candidate for delegate and alternate, in order to be eligible to run for election, must be in continuous good standing and actively employed in the craft for a period of twenty-four (24) consecutive months prior to the month of nomination in accordance with Article II, Section 4(a)(1) of the IBT Constitution; except that in cases where newly chartered Local Lodges have been in existence for less than twenty-four (24) months, eligibility will be governed by the provisions of Article II, Section 4(b) of the IBT Constitution. Each such candidate shall be a member in good standing in his Lodge for a period of at least four (4) months and shall have at least four (4) months continuous membership in some Local Lodge or Lodges in good standing with the National Division at the time of election, and shall be a member in good standing through the month prior to the month the System Federation Convention convenes; provided, however, that the four (4) months continuous membership qualification will not apply where a new Lodge has been established less than four (4) months before the convening of the System Federation Convention. Credentials for the

delegates shall be issued by the General Chairman to the Secretary-Treasurers of the Local Lodges in the System Federation at least three (3) months in advance of the Convention. In the event a Local Lodge elects not to send one of its own members to the Convention, it may elect to be represented by a delegate or alternate who is a member in good standing of another Local Lodge in the System Federation, or the General Chairman or a Vice Chairman may represent a Local Lodge as delegate if such officer is elected delegate or alternate by secret ballot vote, provided, however, that no delegate may represent more than 250 members, unless such members are all members of one Local Lodge, and he must have Credentials from each Lodge selecting him as their delegate, signed by either the President or the Secretary-Treasurer of the Local Lodge, which must be presented to the Credentials Committee before the delegate is seated. All duplicate Credentials must be forwarded to the General Chairman's office at least fifteen (15) days prior to the Convention. The voting strength of such delegate shall be determined by the membership of the Lodge or Lodges he represents; i.e., he shall be given one vote for each member in good standing in such Lodge or Lodges. The necessary actual expenses (excluding salary) of such delegate or alternate delegate when serving as the delegate shall be borne by the System Federation.

Section 2.(b) The alternate will take the place of the delegate in the event the delegate is unable to serve.

NOTE: The incumbent Officers of the Allied Federation who have not been elected as delegates to the Convention will be eligible to cast one (1) vote on all matters submitted to the Convention for consideration, except elections. In instances where a roll-call vote is taken, if the incumbent Officers are not also delegates, the total vote of the Local Lodge in which the Officer holds membership will be reduced by one (1) vote so that the aggregate vote will represent the actual membership.

Section 3.(a) It is further provided that any local lodge that fails to hold secret ballot elections when selecting delegates to Conventions will have no representation at such Conventions. No delegate to Allied Conventions may be designated to serve as delegate at more than one Convention unless reelected as prescribed in these Bylaws.

(b) Each Officer and delegate will be authorized to cast one (1) vote on all matters submitted to the Convention for consideration where a roll-call vote is not authorized.

(c) A roll-call vote on any matter before the Convention will be granted upon the request of one-third (1/3) of the delegates present.

Section 4.(a) The Quadrennial Convention Call will be furnished each Local Lodge Secretary-Treasurer and Joint Protective Board member by the General Chairman three (3) months prior to said Convention.

(b) As provided for in Section 2 of this article, the delegates attending the Quadrennial Convention will, when properly seated, be allowed to cast one (1) vote for each member of their respective Lodge (or Lodges) in good standing as per the records of the National Division Secretary-Treasurer at the close of the quarter next preceding the Convention.

ARTICLE IV ELECTIVE OFFICERS

Section 1. The Joint Protective Board of the Allied Federation will consist of a General Chairman, three (3) First Vice Chairmen, thirteen (13) Vice Chairmen, forty-one (41) District Chairmen, five (5) from Region 1, five (5) from Region 2, five (5) from Region 3, five (5) from Region 4, two (2) from Region 5, three (3) from Region 6, three (3) from Region 7, three (3) from Region 8, one (1) from Region 9, nine (9) from Region 10 and an Executive Committee consisting of nineteen (19) members - two (2) from Region 1, two (2) from Region 2, one (1) at large from Regions 1 and Regions 2, two (2) members from Region 3, two (2) members from Region 4, and one (1) member at large from Regions 3 and Regions 4, one (1) from Region 5, one (1) from Region 6, one (1) from Region 7, one (1) from Region 8, one (1) from Region 9, one (1) member at large from Regions 5 thru 9, and three (3) members from Region 10 as provided in Article VIII of these Bylaws. The duties of Secretary-Treasurer for the Allied Federation will be assigned to one of the Vice Chairmen by the General Chairman. This assignment must have the approval of a majority of the Executive Committee.

Section 2. The supreme body of the Allied Federation will be the Joint Protective Board members and the delegates assembled at the Quadrennial Convention. Said Convention will be the true and legitimate source of all authority pertaining to all matters under the jurisdiction of the Allied Federation and, except as provided for in Section 3 of this article, or when the Joint Protective Board is acting in accordance with Article XXII of these Bylaws, there is no power vested in any Officers, committee or body of members under its jurisdiction to repeal, alter, or change its laws and decisions. It will enact legislation which is not contrary to or conflicting with any of the provisions of the Bylaws of the Brotherhood of Maintenance of Way Employees Division, or with any rule, law, or decision of the National Division.

Section 3. During the interval between Conventions, the Joint Protective Board members will be the governing body and may be assembled pursuant to the provisions of Article XIII, Section 1 and Section 4; Article XIV, Section 2 and Section 3 of these Bylaws. They will be empowered to enact legislation for the best interest of the members of the Allied Federation as prescribed in these Bylaws. All enactments must be approved by the National Division President before becoming operative.

Section 4. A majority of Joint Protective Board members and delegates will constitute a quorum at the Quadrennial Convention.

Section 5. A majority of the members of the Joint Protective Board will constitute a quorum, and a majority vote of the members assembled will be final on all subjects that may be handled before the Board.

Section 6. Any member who leaves the service of the railroad, or who transfers to or becomes employed in a department not under the jurisdiction of this System Federation, or who is employed in an official capacity by the railroad, will not be eligible to hold office or to participate in the transaction of any business of this System Federation.

Section 7. The salaries of all members of the Joint Protective Board and delegates to the Quadrennial Conventions will be determined by a majority vote of the delegates assembled in Quadrennial Convention

ARTICLE V REGIONS

Section 1. The Allied Federation will be divided into ten (10) regions with five (5) districts in Region 1, five (5) districts in Region 2, three (3) districts in Region 3, and three (3) districts in Region 4, two (2) districts in Region 5, three (3) districts in Region 6, three (3) districts in Region 7, three (3) districts in Region 8, one (1) district in Region 9 and nine (9) in Region 10. The ten (10) regions and the districts within each region shall be as follows:

REGION 1:

Former Louisville and Nashville Railroad, Atlanta & Saint Andrews Bay Railway, Baltimore & Ohio Chicago Terminal, Chicago & Eastern Illinois Railroad and Monon Railroad will be divided into the following districts:

District 1 - Running from Cincinnati to Louisville and from Cincinnati to, but not including Corbin, Kentucky, and all branches thereon including Lebanon Branch and branch to Flemingsburg, Kentucky, including Baltimore & Ohio Chicago Terminal and Monon Railroad.

District 2 - Running from Louisville to Brentwood, including Nashville Terminals, Evansville & Western and all lines adjoining thereon including lines to Evansville, Indiana, St. Louis, Missouri, Bruceton, Tennessee and Chicago & Eastern Illinois Railroad.

District 3 - Running from Brentwood to New Orleans and all lines adjoining thereto, including Atlanta & Saint Andrews Bay Railway and including former N.C. & St. L. Railway lines between Gadsden, Alabama, and the Tennessee River.

District 4 - Running from Memphis, Tennessee to Nashville, Tennessee, and to Atlanta, Georgia and all branch lines thereon (not including Nashville Terminals).

District 5 - Running from Corbin, Kentucky to Cartersville, Georgia, including the CV Division running to Corbin, Kentucky, to Norton, Virginia, and including all branches and including the old line from Etowah, Tennessee to Marietta, Georgia.

REGION 2:

Former Seaboard Coast Line Railroad, former Atlantic Coast Line Railroad, former Columbia, Newberry and Laurens Railroad, former Atlanta and West Point - The Western Railroad of Alabama - Georgia Railroad, (including Augusta and Summerville Railroad) - Atlanta Joint Terminals, and Winston-Salem Southbound Railway and High Point, Thomasville and Denton Railroad will be divided into the following districts:

District 1 - Rocky Mount and Raleigh Districts (former Seaboard Coast Line Railroad).

District 2 - Florence and Savannah Districts (former Seaboard Coast Line Railroad [including Columbia, Newberry and Laurens Railroad]).

District 3 - Atlanta and Waycross Districts (former Seaboard Coast Line Railroad).

District 4 - Jacksonville and Tampa Districts (former Seaboard Coast Line Railroad).

District 5 - System Seniority District (former Seaboard Coast Line Railroad), Atlanta and West Point - The Western Railway of Alabama - Georgia Railroad (including Augusta and Summerville Railroad) - Atlanta Joint Terminals, Winston-Salem Southbound Railroad, High Point, Thomasville and Denton Railroad and Meridian and Bigbee Railroad.

REGION 3:

District 1 - Baltimore and Ohio Railroad, Eastern consisting of Baltimore, Cumberland, and Monongah, Ohio North Division, Appalachian & Ohio.

District 2 - Baltimore and Ohio Railroad, Central consisting of the Pittsburgh, Akron/Chicago East, and Toledo East Ohio, South Division.

District 3 - Baltimore and Ohio Railroad, Western consisting of the Akron/Chicago West, Toledo West, St. Louis and New Rock Divisions.

REGION 4:

District 1 - Chesapeake and Ohio Railway, beginning at Newport News, Virginia, west to including Hinton Division.

District 2 - Chesapeake and Ohio Railway, beginning with Huntington Division, to and including Cincinnati/Chicago Division and Barboursville Bridge Shop, Chesapeake and Ohio Railway - Northern - Hocking Division.

District 3 - Chesapeake and Ohio Railway, (northern region) in the United States, excluding the Hocking Division, including Canada and Union Belt of Detroit.

REGION 5:

Eastern - Missouri Division, Arkansas & Louisiana Division.

REGION 6:

Western - Eastern Oklahoma & Kansas City Divisions.

REGION 7:

Texas - Rio Grand C Division, Red River B Division and New Orleans A Division.

REGION 8:

Southern - Palestine Division, Kingsville Division and DeQuincy Division.

REGION 9:

KCS - Kansas City Southern Division.

REGION 10:

District 1 - Lafayette District, New Orleans Terminal to Sabine River and all branch lines. Beaumont District. Sabine River to milepost 353.0 east of Greens Bayou, including all branch lines and Port Arthur to milepost 132 at Dunagan. New Orleans Public Belt District. All of the New Orleans Public Belt Railroad.

District 2 - Dallas District. Milepost 10.0 west of Eureka to Denison and all branch lines. Dallas to Nacogdoches and all branch lines. Cotton Belt District South. From Milepost 417.63 Texarkana south to Fort Worth, including the Louisiana and Northwest Railroad; Mt. Pleasant to Lufkin; Tyler to Gatesville, including the Dallas Terminal Railway and Union Depot Company, Lufkin District; Humble to Shreveport and all branch lines.

District 3 - El Paso District. El Paso Terminal, from mile post 1291.54 on the Lordsburg Subdivision and mile post 962.20 on the Carrizo Subdivision to El Paso, including El Paso Yard and Chinaze Yard to the east end of Alpine, Texas at mile post 607.20.

District 4 - Oklahoma, Kansas and Texas Railroad. Mile Post 339.5 (Enid, Oklahoma) North, Mile Post 339.5 (Enid, Oklahoma) South. All branch lines and yard tracks.

District 5 - Del Rio District. West switch of Uvalde, Texas to Alpine, Texas mile post 607.20 from Spofford to Eagle Pass, Texas and all branch lines.

District 6 - Cotton Belt District North. From milepost 417.63 Texarkana north to East St. Louis; the Mid Louisiana Railroad, and all branch lines.

District 7 - Cotton Belt District West. East St. Louis, Illinois (including East St. Louis Yards) to Kansas City, to Tucumcari, New Mexico, including all branch lines and yards.

District 8 - Flatonia District. Glidden to West switch of Uvalde, Texas; San Antonio to Corpus Christi and all branch lines; Skidmore to Brownsville and all branch lines. Texas Mexican District. All of the Texas Mexican Railway. Austin District. Brenham to Austin; Llano Branch, Cameron to Waco; Giddings to Hearne; Giddings to Yoakum.

District 9 - Houston District. Houston Terminal and Galveston Branch. Victoria District. Main line from West Junction to Glidden including the Glidden Yards; the SA&AP Bellaire to Eagle Lake, Rosenberg to milepost 145.0 Beeville City Limits and all branch lines; Eagle Lake to Kennedy and all branch lines.

ARTICLE VI COMMITTEES

Section 1. A Bylaws Committee, consisting of sixteen (16) members, two (2) from regions 1 thru 4, one from regions 5 thru 9 and three (3) from region 10; a Resolution Committee, consisting of ten (10) members, one from each region; from among the Joint Protective Board members and delegates, will be appointed by the General Chairman and convened at least one (1) day preceding the Convention for the purpose of making such proposed changes in the Bylaws as deemed necessary and preparing any appropriate resolutions. Proposed changes in the Bylaws, as well as resolutions to be considered, must be submitted in writing and must reach the Allied Federation Secretary-Treasurer or the General Chairman no later than ten (10) days preceding the Quadrennial Convention. The members of such committees will be given ten (10) days' advance notice by the General Chairman.

Section 2. All other committees deemed necessary by the General Chairman will consist of ten (10) members, one (1) from each region.

ARTICLE VII RETIRED MEMBERS

Members who upon retirement, or upon the receipt of an annuity, continue without interruption to pay full dues and assessments or who have received life memberships shall be entitled to attend Local Lodge meetings. Such members serving as BMWED Officers or representatives at the time of retirement, or at the time annuity is granted, may serve out the balance of the term for which elected, subject to the terms of the Agreement between the BMWED and IBT. They shall not be eligible for election or reelection or to participate in the transaction of Brotherhood business except to the extent herein provided and in the case of Local Lodge Secretary-Treasurers who may be eligible for reelection as Local Lodge Secretary-Treasurers, subject to the terms of the Agreement between the BMWED and the IBT.

ARTICLE VIII QUALIFICATIONS FOR SYSTEM OFFICERS

Section 1. Officers of the Joint Protective Board will consist of a General Chairman, three (3) first Vice Chairmen, thirteen (13) Vice Chairmen, an Executive Committee consisting of nineteen (19) members, and forty one (41) District Chairmen.

Section 2. The General Chairman, the three (3) First Vice Chairmen, the thirteen (13) Vice Chairmen, and Joint Protective Board members will be elected for a

term of four (4) years, beginning with the first day of January following each Quadrennial Convention.

Section 3. The Joint Protective Board Officers and members will be elected by a majority of votes cast by the delegates assembled in Quadrennial Convention according to Article III, Section 3 of these Bylaws, and will serve for four (4) years unless removed by death, retirement, resignation or for cause.

Section 4. Any member of the Brotherhood of Maintenance of Way Employees Division in the Allied Federation, employed in and having at least twenty-four (24) months' seniority in the Maintenance of Way Department of some railroad affiliated with the Allied Federation and who has been in continuous good standing in the BMWED for at least twenty-four (24) months, is eligible for election as General Chairman, three (3) First Vice Chairmen, or as one of the thirteen (13) Vice Chairmen, or other member of the Joint Protective Board.

Section 5. The General Chairman will be elected first from any region.

Section 6. The three (3) First Vice Chairmen will be elected second. If the General Chairman elected is from a railroad or former railroad in Regions 1 thru 4, then one (1) First Vice Chairman will be elected from the membership of Regions 5 thru 9, one (1) from Region 10, and one (1) from Regions 1 thru 4. If the General Chairman elected is from a railroad or former railroad in Regions 5 thru 9, then one (1) First Vice Chairman will be elected from the membership of Regions 1 thru 4, one (1) from Region 10, and one (1) from Regions 5 thru 9. If the General Chairman elected is from a railroad or former railroad in Region 10, then one (1) First Vice Chairman will be elected from the membership of Regions 1 thru 4, one (1) will be elected from the membership of Regions 5 thru 9, and one (1) from Region 10.

Section 7. The thirteen (13) Vice Chairmen will be elected next, seven (7) from Regions 1 thru 4, four (4) from Regions 5 thru 9 and two (2) from Region 10.

Section 8. The District Chairmen for each region will be elected as follows:

(a) One (1) District Chairman will be elected from each of the five (5) Districts in Region 1.

(b) One (1) District Chairman will be elected from each of the five (5) Districts in Region 2.

(c) One (1) District Chairman will be elected from each of the three (3) Districts and two (2) District Chairmen at large from Region 3.

(d) One (1) District Chairman will be elected from each of the three (3) Districts and two (2) District Chairmen at large from Region 4.

(e) One (1) District Chairman will be elected from each of the two (2) Districts in Region 5.

(f) One (1) District Chairman will be elected from each of the three (3) Districts in Region 6.

(g) One (1) District Chairman will be elected from each of the three (3) Districts in Region 7.

(h) One (1) District Chairman will be elected from each of the three (3) Districts in Region 8.

(i) One (1) District Chairman will be elected from the one (1) District in Region 9.

(j) One District Chairman will be elected from each of the nine (9) districts in Region 10.

Section 9. The Executive Committee will then be elected as follows: Two (2) Executive Committee members will be elected from among the newly elected District Chairmen in Region 1. Two (2) Executive Committee members will be elected from among the newly elected District Chairmen in Region 2.

One (1) Executive Committee member will be elected at large from the membership of Regions 1 & 2.

Two (2) Executive Committee members will be elected from among the newly elected District Chairmen in Region 3.

Two (2) Executive Committee members will be elected from among the newly elected District Chairmen in Region 4.

One (1) Executive Committee member will be elected at large from the membership in Regions 3 & 4.

One (1) Executive Committee member will be elected from the newly elected District Chairmen in Region 5.

One (1) Executive Committee member will be elected from the newly elected District Chairmen in Region 6.

One (1) Executive Committee member will be elected from the newly elected District Chairmen in Region 7.

One (1) Executive Committee member will be elected from the newly elected District Chairmen in Region 8.

One (1) Executive Committee member will be elected from the newly elected District Chairman in Region 9.

One (1) Executive Committee member will be elected at large from the membership in Regions 5 thru 9.

One (1) Executive Committee member will be elected from the newly elected District Chairman from members of Region 10 - Districts 1, 2, 3.

One (1) Executive Committee member will be elected from the newly elected District Chairman from members of Region 10 - Districts 4, 5, 6.

One (1) Executive Committee member will be elected from the newly elected District Chairman from members of Region 10 - Districts 7, 8, 9.

Section 10. The newly-elected Executive Committee will meet prior to the closing of the convention and elect a Chairman of the Executive Committee and a Vice Chairman/Secretary of the Executive Committee. One Executive Committee member shall not hold both the Chairman and the Vice Chairman/Secretary position. Whatever Region the Executive Chairman is elected from (either Regions 1 thru 4, Regions 5 thru 9, or Region 10) then the Vice Chairman/Secretary will come from the remaining Regions. The newly-elected Chairman and Vice Chairman/Secretary will be presented to the convention prior to the closing of the convention.

ARTICLE IX GENERAL CHAIRMAN

Section 1. The General Chairman will discharge on behalf of the System Federation such duties as may be imposed upon him by applicable law, including the execution and filing of any reports to Federal or State authorities, and he will cause to be maintained by the System Federation such records as the law requires to be kept for a period of not less than five (5) years in support of such reports.

Section 2. The General Chairman shall be in charge of the System Federation office, and shall have charge of System Federation automobiles which are used by System officers. He shall work out budgets from time to time on the operation of the system, and at all times try to hold expenses to a minimum. He will have charge of expense accounts and allowances, and it will be necessary for any expenses incurred by any system officer to be approved by him before payment is made. No officer or member of the Joint Protective Board has authority to incur or create any expense whatsoever, personal or otherwise without the approval of the General Chairman.

Section 3. The General Chairman will devote his full time as may be required to promote the best interests of the BMWED in accordance with the provisions

incorporated in these Bylaws. He will devote as much time as administrative duties will permit in going over the lines of the System Federation, visiting Lodges and instructing the Officers thereof in their duties. When grievances are referred to him, he will exert every honorable means in conformity with the provisions of the agreements in effect under the laws of the BMWED toward obtaining satisfactory adjustments and in a general way work for the up building of the BMWED. He will have the authority to request the assistance of a District Chairman or Board member in handling grievances or conferences on a Division, or other Officer if deemed necessary. All salaries and personal expense bills and other legitimate expenditures of the System Federation must be approved by the General Chairman before payment is made. He will make annual reports of his activities for the preceding year, furnishing copies of same to the members of the Joint Protective Board, the National Division President and the National Division Vice Presidents of the BMWED Southeastern and Southwestern Regions. He will make a comprehensive report to the Quadrennial Convention covering his stewardship during the preceding term of office.

Section 4. In case of general application when expenses might be saved by the General Chairman adjusting a grievance, he may do so, but as a rule he will insist on the method being followed as per rules covering the Protective Department of the Bylaws of the Brotherhood of Maintenance of Way Employes Division.

Section 5. When the General Chairman is engaged in other duties and his salary and expenses paid from other sources, the Officer assuming the powers vested in the General Chairman will receive the General Chairman's rate of pay. If any full-time elected System Federation Officer is appointed or instructed by the National Division President to serve on National Division Committees, he will receive, in addition to any per diem or expenses allowed by the National Division, the salary which is afforded him under Article XV, Section 1, of these Constitution and Bylaws.

ARTICLE X FIRST VICE CHAIRMAN

Section 1. It will be the duty of the three (3) First Vice Chairmen to assist the General Chairman in the discharge of his duties when called upon by that Officer, and they will be subject to his instructions. In the event of the death, retirement, resignation, or removal from office of the General Chairman, it will become the duty of the First Vice Chairman from the same region as the General Chairman (either Regions 1 thru 4, Regions 5 thru 9, or Region 10) to take charge of the affairs of the office and perform the duties of the General Chairman for the unexpired term, or until an election may be held at the next regular or special meeting of the Joint Protective Board, and in such case, the First Vice Chairman will receive the salary specified for the General Chairman.

Section 2. The First Vice Chairman will devote his entire time to the interest of the Allied Federation, except such times as may be devoted to other things pertaining to the Brotherhood.

Section 3. He will make an annual report of his tenure of office at the annual meeting to the Executive Committee.

ARTICLE XI VICE CHAIRMEN

Section 1. It will be the duty of the Vice Chairmen to assist the General Chairman in the discharge of his duties when called upon by that Officer, and they will be subject to his instructions.

Section 2. The Vice Chairmen will devote their entire time to the interest of the Allied Federation, except such times as may be devoted to other things pertaining to the Brotherhood.

Section 3. They will make an annual report of their tenure of office at the annual meeting to the Executive Committee.

Section 4. In case of vacancy in the office of a Vice Chairmen by reason of death, resignation, removal, or any other cause whatsoever, the General Chairman will appoint another member from the appropriate region to perform the duties of such office for the unexpired term, or until an election may be held at a regular or special meeting of the Joint Protective Board.

ARTICLE XII SECRETARY-TREASURER

Section 1. It will be the duty of the Secretary-Treasurer to record the proceedings of the Executive Committee, the Joint Protective Board meetings, as well as the Quadrennial Convention, and to furnish each member thereof a copy of such minutes. It will also be his duty to preserve all books, records, and important documents pertaining to the business or history of the System Federation, give reports on all transactions of the meeting of Board when called upon by the General Chairman, Executive Committee, or Joint Protective Board when in session. It will be his duty to keep an accurate record of all monies received and disbursed.

Section 2. He will keep a record of Joint Protective Board Officers and members, Local Lodge Officers, grievance committees and all members of the System Federation, together with their addresses and will furnish the name and addresses of all

Joint Protective Board and Executive Committee members to Local Lodge Secretary-Treasurers.

Section 3. He will insist upon all Local Lodges making quarterly audit of their Local Lodges, instruct and assist financial secretaries in the discharge of their duties, and work in conjunction with the financial secretaries in any manner necessary to promote the best interest of the organization on the System Federation.

Section 4. He will keep a record of the membership of each Local Lodge in the Allied Federation, in order that it may be determined at all times what the membership of the entire Allied Federation may be during each month.

Section 5. He will assist the General Chairman in making all necessary arrangements for meetings of the Joint Protective Board, and will attend in person with all books and papers necessary to show the financial standing of the Allied Federation, the past business of the Board, and any other matters that may come under his jurisdiction.

Section 6. The Secretary-Treasurer of the Allied Federation will preserve for one (1) year the credentials of all delegates elected by Local Lodges of the Allied Federation, and all minutes and other records of the Convention and/or meetings pertaining to the election of Allied Federation Officers.

Section 7. He will discharge on behalf of the System Federation such duties as may be imposed upon him by applicable law, including the execution and filing of any reports to Federal or State authorities, and he will maintain such records as the law requires to be kept for a period of not less than five (5) years in support of such reports.

Section 8. He will deliver to his successor (when elected, installed, and after his bond has been executed and accepted by the Executive Committee), all monies belonging to the Brotherhood, together with all books, documents, and other property of the Allied Federation (or Brotherhood) that may be in his possession.

ARTICLE XIII EXECUTIVE COMMITTEE

Section 1. The duties of the Executive Committee will be to examine all bills, accounts, vouchers, books and other documents in connection with the matters of the Allied Federation. The Executive Committee will meet on the written notice of the General Chairman at such time and place specified in such notice. He will give all members of the Executive Committee at least fifteen (15) days' notice of such meeting. They will meet annually, the General Chairman giving notice of such meetings as above described. When necessary, the General Chairman will call a meeting of the Executive Committee, giving due notice as stated above.

Section 2. It being understood that the Executive Committee may, if they so desire, employ the services of a legal certified accountant when auditing the books of the Allied Federation.

Section 3. The Executive Committee will provide for the payment of necessary expenses of the Allied Federation not otherwise provided for. Approval for such expenditures may be obtained by certified mail or electronically recorded telephone call.

Section 4. The approval of a majority of the Executive Committee, which approval will be either by certified mail or by an electronically recorded telephone call, the Chairman of the Executive Committee will call a meeting of the Executive Committee. The Executive Committee may call any Officer of the Joint Protective Board to any meeting of the Executive Committee when in the interest of the membership. The results of the meeting call will be recorded into the minutes of the next meeting of the Allied Federation.

ARTICLE XIV JOINT PROTECTIVE BOARD

Section 1. Should any other vacancy occur on the Joint Protective Board, the General Chairman will appoint pro tem a member of the order in the district in which such vacancy occurred, within 6 month of vacancy occurring.

Section 2. Upon request in writing by a majority of the members of the Joint Protective Board to the General Chairman, Executive Committee, or the National Division President, a special meeting may be called at any time or place that is so noted in the request. The General Chairman, Executive Committee, or National Division President may call a meeting at any time or place in accordance with these Constitution and Bylaws, provided that not less than seven (7) or more than twenty (20) days' notice is given in writing announcing the date and place. The call letter of the meeting must include the specific reason for the meeting. Provided, that nothing in this Section will be construed as changing the provisions for an annual audit and examination of all bills, accounts, vouchers, books, and other documents by the Executive Committee, as provided for in Section 1 of Article XIII of these Bylaws.

Section 3. The Joint Protective Board, in the year of the Quadrennial Convention will be present at the Convention on the day before the Convention for a meeting of the Joint Protective Board.

Section 4. Each System Federation Officer as is required by applicable law to execute and file reports as aforesaid, will be personally responsible for the filing of such reports and for any statement contained therein which he knows to be false.

ARTICLE XV SALARIES

Section 1. The salaries and expenses of the General Chairman, Vice Chairmen, Executive Committee members and other Joint Protective Board members will be payable in accordance with the general practice of the Brotherhood. It is understood that the General Chairman, Vice Chairmen, Executive Committee members, other Joint Protective Board members, and full-time office staff shall receive the same percentage increases, COLA increases and lump sum payments as are afforded Maintenance of Way employees employed by KCS, UP, Port Terminal, Texas Mexican Railway, New Orleans Public Belt Railroad, Burlington Northern and Santa Fe Railroad and CSX Transportation, Inc.

Section 2. In addition to the salaries as referred to in paragraph above, these Officers will also receive necessary expenses in the performance of their duties in the interest of the Allied Federation.

Section 3. Any Officer, or member of the Joint Protective Board, or any other member, when using his automobile in connection with the performance of his duties, under the instructions of the General Chairman, will be allowed the maximum allowed by the Internal Revenue Service per mile, which will cover the total cost of operation of the car, effective with the acceptance of these Constitution and Bylaws.

Section 4. Liability and property damage insurance in a proper amount will be carried by the Officer or employee on the automobile he may use in the performance of BMWED work, without additional expense to the Allied Federation.

Section 5. System Officers and employees of the Allied Federation will be allowed vacation days in accordance with the National Vacation Agreement and supplements thereto; railroad and Brotherhood service will be counted in accumulating days. However, when the Allied Federation Officers (namely, General Chairman, First Vice Chairman, Vice Chairmen) are assigned to committee work by the National Division President, they may draw vacation pay, for vacation due in that year, while so serving.

This rule will not be applicable to incoming Officers or employees who have earned vacation from the railroad or other sources prior to becoming full-time System Officers or employees.

Section 6. The Officers and employees of the Allied Federation will be bonded as prescribed in the Bylaws of the Brotherhood of Maintenance of Way Employees Division. The premiums of said bonds will be paid from the Allied Federation funds, and the bonds will be held in custody by the National Division Secretary-Treasurer.

Section 7. The Allied Federation will not contract, agree to, or be obligated in any way to pay salaries and expenses to Joint Protective Board members or Officers or

to incur any expense of any kind with members or others, beyond the extent of the Allied Federation funds and current income of the Allied Federation, without the approval of the National Division President. Any expense incurred contrary to the foregoing provision will not create a claim or lien against the Allied Federation or the National Division beyond the extent of available funds in the Allied Federation treasury.

Section 8. The funds of the Allied Federation will be handled through the office of the National Division Secretary-Treasurer and the disbursements thereof will be made upon all bills, salaries, etc., when such is approved by the General Chairman.

Section 9. The General Chairman is hereby empowered to maintain an adequate office and to employ, upon the approval of the Executive Committee, such clerical assistance as may be necessary to properly perform the work in such office. The clerical assistance salary must be approved by the Executive Committee.

Section 10. The General Chairman, with the written approval of the three (3) First Vice Chairmen, is hereby empowered to ask the Joint Protective Board to concur or non-concur with the question put forth by the General Chairman, either by certified mail or an electronically recorded telephone call as a means to expedite the business of the Allied Federation and/or to minimize expense to the Allied Federation.

Section 11. System Officers may be given a leave of absence from their BMWED position for a period not to exceed their current term of office, with the approval of a majority of the Joint Protective Board by a vote which may be taken in accordance with Article XV, Section 9 of the Allied Federation Constitution and Bylaws.

ARTICLE XVI CHARGES AND TRIAL PROCEDURE OF OFFICERS

Section 1. Charges against any System Officer or Joint Protective Board member shall be filed in writing in accordance with Article XIX of the IBT Constitution. Trials shall be conducted in accordance with Article XIX of the IBT Constitution and Paragraph 4.12 of the Merger Agreement between BMWWE and IBT.

Appeals from the decision of the Trial Board shall be in accordance with Paragraph 4.12 of the Merger Agreement.

Section 2. Any expense incurred in connection with the hearing of charges against an Officer or member of the Joint Protective Board, conducted as prescribed in the Article, will be paid from Allied Federation funds.

Section 3. Vacancies created by sustained charges will be filled as provided for in the Bylaws.

**ARTICLE XVII
CHARGES AND TRIAL PROCEDURE OF MEMBERS**

Section 1. Charges against any Member shall be filed in writing in accordance with Article XIX of the IBT Constitution. Trials shall be conducted in accordance with Article XIX of the IBT Constitution and Paragraph 4.12 of the Merger Agreement between BMWWE and IBT.

Appeals from the decision of the Trial Board shall be in accordance with Paragraph 4.12 of the Merger Agreement.

Section 2. Any expenses incurred with the hearing of charges against a member, conducted as prescribed in this Article will be paid from Allied Federation Funds.

**ARTICLE XVIII
FISCAL YEAR**

The fiscal year of the Allied Federation will end on March 31 of each year.

**ARTICLE XIX
MEMBERSHIP**

Section 1. Any Maintenance of Way employee covered by agreements on the railroads in the Allied Federation who is sober, moral, and otherwise of good character, is entitled to membership in the BMWED.

Section 2. Anyone who has gained admission to the BMWED under false pretenses will be subject to expulsion from membership after written charges and a trial, as provided in the Bylaws of the Brotherhood of Maintenance of Way Employes Division.

Section 3. Initiation fees for new members will be \$100.00 as provided for in Article XV, Section 2, of the Bylaws of the Brotherhood of Maintenance of Way Employes Division.

ARTICLE XX REVENUE, FEES, DUES AND ASSESSMENTS

Section 1. Revenue will be derived from initiation fees, dues, and assessments, as are levied by properly constituted authority in accordance with these Bylaws, plus amounts earned through investment and other miscellaneous receipts. Aside from such sums as these Bylaws provide will be allocated to and placed in other funds, all revenue of the Allied Federation will be placed in a fund known as the "General Fund" and will be in the possession of the National Division Secretary-Treasurer for the purpose of defraying expenses of the Allied Federation when approved by the duly constituted Officer as herein provided. Surplus funds will be invested by the National Division Secretary-Treasurer as directed by the General Chairman.

Section 2. The Local Lodge financial secretaries and other representatives in the Allied Federation will make remittances to the National Division Secretary-Treasurer as provided for in the Bylaws of the Brotherhood of Maintenance of Way Employes Division.

Section 3. In addition to National Division dues and Local Lodge dues, each and every member of the Brotherhood of Maintenance of Way Employes Division, employed upon Systems affiliated with the Allied Federation will pay monthly dues on or before the first day of each month the sum of \$ 46.75 for Regions 1, 2, 3 and 4, and the sum of \$34.75 for Regions 5, 6, 7, 8, 9 and 10 together with any and all assessments levied in accordance with the Bylaws of the Brotherhood of Maintenance of Way Employes Division to be used only in defraying the expenses of the Allied Federation.

Therefore effective with the month of January, 2009, System dues shall be adjusted to reflect one and seventy six hundreds (1.76) of the average straight time hourly rate of pay for each of the three rate classifications listed in Paragraph 3.8 of the Merger Agreement. The average straight time hourly rate of pay for standard contracts will be based on the information reflected in the annual statement published by the National Railway Labor Conference which shall be used as an equivalent formula. In the event that the National Railway Labor Conference ceases to publish the annual statement or alters it materially, and for non-standard and non-rail contracts listed in Paragraph 3.8 of the Merger Agreement, an alternative equivalent formula shall be adopted so as to accurately reflect increases in rate-of-pay provided for under Agreements during the appropriate measurement period. Said amounts shall be rounded to the nearest 25 cents, which additional sum shall be taken into consideration when calculating any dues increase for the following year.

Section 4. Effective with the payment of monthly dues for the month of January, 2009 and thereafter, Local Lodge dues will be \$2.50, and payable on or before the first day of each month.

Section 5. Effective with the payment of monthly dues for the month of January 2009 and thereafter, National Division dues will be payable as prescribed in the Bylaws of the Brotherhood of Maintenance of Way Employes Division.

Section 6. The Joint Protective Board has authority to levy special assessments upon the members of the Allied Federation in accordance with the laws governing the Protective Department of the Bylaws of the Brotherhood of Maintenance of Way Employes Division.

Section 7. The Joint Protective Board will have the authority to increase dues between Conventions when found to be necessary, subject to ratification at the following convention.

ARTICLE XXI GRIEVANCE PROCEDURE

Section 1. The Grievance Procedure of the Allied Federation shall be that provided for in the Protective Department of the Bylaws of the Brotherhood of Maintenance of Way Employes Division.

Section 2. The District Chairman will be assigned to the seniority district on which he is elected to represent the employees, and will handle such grievances as are referred to him.

Section 3. If and when a District Chairman fails to settle or adjust a dispute, he will write up the facts in the case, giving all the information that he has at hand and refer it to the General Chairman for further handling. He may call upon the General Chairman to assist or represent him when, in his opinion, it is necessary to do so.

ARTICLE XXII NEGOTIATIONS

Section 1. Any general revision covering rates of pay and working conditions will be approved by the majority of the Joint Protective Board. This approval will be according to Article XIV, Section 2 of these Bylaws. The results of this vote will be recorded into the official minutes of the next regular or special Joint Protective Board meeting or Executive Committee meeting of the Allied Federation.

Section 2. No schedule for general revision will be presented to management until such has received the approval of the National Division President or his authorized representative.


**ARTICLE XXIII
HEADQUARTERS**

The Headquarters of the Allied Federation will be located at the discretion of the General Chairman, with the approval of the Executive Board.

**ARTICLE XXIV
BYLAWS**

These Bylaws may be repealed, suspended, altered, or amended by a two-thirds (2/3) majority vote of the Joint Protective Board members and the delegates assembled at Quadrennial Convention; provided, however, that in emergency cases the Joint Protective Board assembled or by referendum mail ballot, may alter, amend, or suspend any part of these Bylaws that may be necessary to protect the best interests of the Allied Federation. These Bylaws, when approved by the National Division President, will supersede all other Bylaws governing systems federated with the Allied Federation.

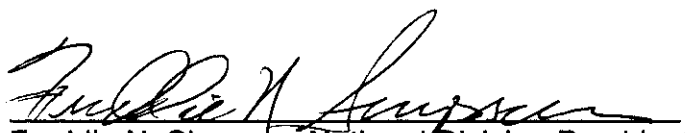
Signed:



Dennis R. Albers, General Chairman

Date: January 26, 2009

APPROVED:



Freddie N. Simpson, National Division President

Date: 2/9/09