

Mac A. Fleming
President



Freddie N. Simpson
Secretary-Treasurer

Brotherhood of Maintenance of Way Employes
Affiliated with the A.F.L.-C.I.O. and C.L.C.

June 2, 2003

Policy
Dues Alloc.

To All General Chairmen

Dear Sirs and Brothers:

Re: Dues Allocation Policy

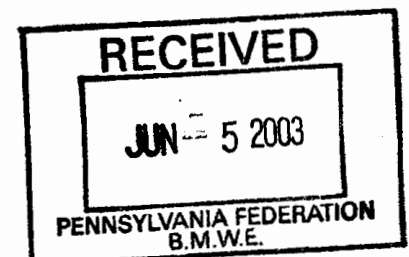
Attached is a copy of the BMWE policy for the allocation of dues as set forth by the Grand Lodge Officers, effective May 15, 2003. Please be governed accordingly.

Fraternally,

Freddie N. Simpson
Secretary-Treasurer

Enclosure

cc: Mr. M. A. Fleming
Grand Lodge Officers



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**BMW POLICY FOR THE ALLOCATION OF DUES
AS SET FORTH BY
THE GRAND LODGE OFFICERS
EFFECTIVE 5-15-03**

Absent an agreement between the System Divisions/Federations involved, which is not in conflict with the Grand Lodge Constitution and Bylaws, the following policy regarding the allocation of dues will be applied as written.

Section 1. - NEW HIRES

(A) An individual hired to fill a Maintenance of Way Department position, which does not have a common seniority territory,¹ will be assigned to the BMW local lodge nearest his residence² coming under the jurisdiction of the system division/federation responsible for the collective bargaining agreement applicable to the position for which the individual was hired pursuant to Article XXI Section 2 of the Grand Lodge Constitution and Bylaws. If such members subsequently accept an assignment and/or establish seniority to work on a common seniority territory associated with the same carrier, they will not be transferred to another local lodge or system division/federation.

(B) Except as provided in (C) of this section, an individual hired to fill a Maintenance of Way Department position, which has a common seniority territory, will be assigned to the BMW local lodge nearest his residence that is associated with that common seniority territory pursuant to Article XXI Section 2 of the Grand Lodge Constitution and Bylaws. If two (2) or more local lodges meet this criteria, the individual will have a choice as to which of those local lodges he will be assigned. The individual will become a member of the system division/federation to which the assigned local lodge belongs. If such members subsequently accept an assignment and/or establish seniority for a position which has a seniority territory coming under the sole jurisdiction of another system division/federation, such members must immediately apply for and will be transferred to that other system division/federation and its appropriate local lodge, pursuant to Article XXI Section 3. of the Grand Lodge Constitution and Bylaws.

(C) If an individual is hired to fill a Maintenance of Way Department position, which has a common seniority territory requiring a seniority date to be established for him on a non-common seniority territory, that individual will be assigned to the BMW local lodge nearest his residence pursuant to Article XXI Section 2 of the Grand Lodge Constitution and Bylaws that belongs to the system division/federation having sole jurisdiction over the non-common seniority territory where the individual's seniority date is established.

¹A "common seniority territory," as referred to herein, is where two (2) or more system division/federations of the Brotherhood of Maintenance of Way Employes (BMW) represent members who have a like seniority right to work on the same seniority territory. Gangs that work on such territories are commonly referred to as Region/System Gangs, Consolidated System Gangs, System Production Gangs, Service Lane Gangs, Designated Production Gangs (DPGs), or by some other like title.

²The location of a local lodge will be the city for which the local lodge charter has been issued. See Section 5 for procedures regarding how a Local Lodge may petition Grand Lodge to have the local lodge charter issued for a different city.

Section 2. - MEMBERS ASSIGNED TO COMMON SENIORITY TERRITORY POSITIONS

A member shall not have his membership or any portion of his dues payments transferred from his system division/federation simply because he accepts assignment to a common seniority territory position involving the same system division/federation.

Section 3. - ACTIVELY EMPLOYED OR FURLOUGHED MEMBERS

(A) An actively employed member of one system division/federation, who is hired to fill a Maintenance of Way Department position on a railroad seniority territory outside the jurisdiction of that system division/federation, will be assigned to a BMW local lodge and system division/federation as specified in Section 1. Such member must immediately apply for and will be transferred to the newly assigned local lodge and system division/federation pursuant to Article XXI Section 3. of the Grand Lodge Constitution and Bylaws. Pursuant to Article XXI Section 6., this member will have the immediate and identical responsibilities for paying dues, assessments and fines to the newly assigned local lodge and system division/federation as would any existing member thereof, except he will not be obligated to pay another initiation fee. Representation responsibility for this member will be that of the newly assigned local lodge and system division/federation for all time the member comes under their jurisdiction.

(B) A furloughed member of one system division/federation, who is hired to fill a Maintenance of Way Department position on a railroad seniority territory outside the jurisdiction of (1) that system division/federation and (2) the Carrier associated with his existing seniority, will be assigned to a BMW local lodge and system division/federation as specified in Section 1. Such member must immediately apply for and will be transferred to the newly assigned local lodge and system division/federation pursuant to Article XXI Section 3. of the Grand Lodge Constitution and Bylaws. Pursuant to Article XXI Section 6., this member will have the immediate and identical responsibilities for paying dues, assessments and fines to the newly assigned local lodge and system division/federation as would any existing member thereof, except he will not be obligated to pay another initiation fee. Representation responsibility for this member will be that of the newly assigned local lodge and system division/federation for all time the member comes under their jurisdiction.

(C) Except as provided in (D), a furloughed member of one system division/federation, who is hired to fill a Maintenance of Way Department position on a railroad seniority territory outside the jurisdiction of that system division/federation but for the same carrier associated with his existing seniority,³ will not have his membership transferred. In connection with the allocation of dues in these type of situations, the system division/federation under whose jurisdiction the member is working on his first day of service in any month will be entitled to the system portion of his dues payment for that entire month, and where applicable, the dues payment will be transferred accordingly. Representation responsibility for the member will be that of the system division/federation responsible for the applicable seniority territory and collective bargaining agreement for all time the member comes under their jurisdiction. Dues payments transferred as specified herein, will satisfy all membership dues and assessment obligations of the system division/federation under whose jurisdiction these members are assigned.

³Includes temporary transfers identified under Article II Section 3. of the February 7, 1965 Job Stabilization Agreement, as amended. Also includes furloughed UP North Territory Members hired to fill UP South Territory positions, and vice versa.

(D) If the member identified in (C) above continues working on the other seniority territory and does not respond to or accept recall to his former seniority territory, he must immediately apply for and will be transferred to a BMW local lodge and system division/federation pursuant to Article XXI Section 3. of the Grand Lodge Constitution and Bylaws. Pursuant to Article XXI Section 6., this member will have the immediate and identical responsibilities for paying dues, assessments and fines to the newly assigned local lodge and system division/federation as would any existing member thereof, except he will not be obligated to pay another initiation fee.

Section 4. - ACTIVELY EMPLOYED MEMBERS TEMPORARILY ASSIGNED TO WORK OUTSIDE THEIR SENIORITY TERRITORY BY AGREEMENT

While actively employed members of one system division/federation are temporarily assigned to perform Maintenance of Way Department work on a seniority territory coming under the jurisdiction of another system division/federation by agreement between the carrier(s) and system divisions/federations involved, no transfer of membership will occur. In connection with the allocation of dues in these type of situations, the system division/federation responsible for the collective bargaining agreement under which these members are working on the first day of their service in any month will be entitled to the system portion of their dues payment for that entire month, and where applicable, the dues payment will be transferred accordingly. Representation responsibility for these members will be that of the system division/federation responsible for the collective bargaining agreement under which the members are working during such temporary assignment. Dues payments transferred as specified herein, will satisfy all membership dues and assessment obligations of the system division/federation under whose jurisdiction these members may be temporarily assigned.

Section 5. - PROCEDURES FOR DESIGNATING ANOTHER CHARTER CITY

A local Lodge may, with the concurrence in writing from the majority of its members and the General Chairman involved, petition the Grand Lodge Vice Presidents through the Grand Lodge Secretary Treasurer to have the local lodge charter issued for a different city. Valid reasons for such changes are limited to those specifically designed to enhance local lodge meeting attendance by the respective local lodge members and to facilitate the operation of local lodge business. Petitions must explain how these goals will be attained by the requested change.

Section 6. - DISPUTE RESOLUTION/OTHER

(A) To ensure proper application of this policy, before any transfer of a member occurs, the Grand Lodge Secretary Treasurer (or his designated representative) and the General Chairmen involved will agree the transfer is appropriate under the guidelines set forth in this policy. If a situation or dispute arises that is not specifically addressed herein, the matter will be handled or resolved, respectively, in line with the principles of this Policy and the Grand Lodge Constitution and Bylaws that relate to similar such matters.

(B) Should a dispute arise concerning any provision of this policy, such dispute shall be resolved by the Grand Lodge Secretary Treasurer's interpretation of the policy. Such interpretation may be appealed to the Dues Oversight Committee consisting of the Grand Lodge Officers not directly involved in the dispute. Decisions of the Dues Oversight Committee will be final and not subject to further appeal.