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JEREMY R. FERGUSON
President

August 30, 2022

VIA EMAIL ONLY

Presidents, Secretaries, and Local Chairpersons
SMART-TD Locals and Local Committees of Adjustment Subject to National Handling

RE: National Rail Strike Instructions

Dear Brothers and Sisters:

As you are already well aware, on August 16, 2022, Presidential Emergency Board (PEB) 250 issued its final report and recommendations regarding our ongoing national rail contract dispute with the National Carriers' Conference Committee represented railroads. These non-binding recommendations are intended to serve as the basis for a voluntary agreement between the parties, which would then be subject to membership ratification.

Accordingly, our negotiating team is engaging the Carriers in an effort to reach a suitable voluntary agreement that we and our families both expect and deserve. At this time, it is too early to determine whether or not the Carriers will be accepting of such an agreement, and whether or not such an agreement will be reached prior to the expiration of the "cooling off period", which is set to expire 30 days from the date of the PEB's report and recommendations.

If the parties are unable to reach a tentative agreement prior to the expiration of the 30-day cooling off period, the Carriers and the Unions will have the option to engage in self-help under the provisions of the Railway Labor Act, as amended. In plain terms, this means that the Carriers will have the right to "lock out" our members and deny us the opportunity to work, and the Unions will have the right to legally engage in a strike.

To help prepare our members for the possibility of a strike, I am enclosing with this letter a copy of detailed strike instructions, along with several examples of strike signage that can be displayed on the picket lines. In a separate mailing, we will be distributing twenty (20) printed copies of these signs to the Secretaries of each affected Local. It should be noted that all reasonable expenses associated with displaying these signs, including the printing of additional signs, if necessary, can be paid from the Local's fund without delay. If such expenses are incurred on or after the date of a final strike authorization, they will be fully reimbursed by this office.

It is vitally important to note that this letter and its enclosures are only intended to educate and prepare our members for the possibility of a strike. This does not serve as authorization to engage in a strike on or after the expiration of the 30-day cooling off period. Final authorization will come in a separate notice from this office, if and when conditions permit.

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Page 2
August 30, 2022

I would also like to take this opportunity to recognize all of our members who have endured and resisted the railroads' relentless and unwarranted attacks on us, during some of the most uncertain and difficult times our Nation has ever faced. It is impossible to overstate the importance of your hard work, and the amount of dedication, appreciation and pride we have for our members.

With best wishes and gratitude for your continued support, I remain

Fraternally yours,

A handwritten signature in black ink, appearing to read "Jeremy R. Ferguson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Jeremy R. Ferguson
President - Transportation Division

Enclosures

cc: J. Sellers, Jr., SMART General President
G. K. Hynes, National Legislative Director
All Rail Vice Presidents - Transportation Division
All General Chairpersons of Committees Subject to National Handling
All State Legislative Directors



STRIKE INSTRUCTIONS NATIONAL WAGE/RULES DISPUTE

These instructions shall govern for a strike authorized by the International Association of Sheet Metal, Air, Rail and Transportation Workers, Transportation Division (SMART TD). The exact time for initiating any strike action will be conveyed by means other than this circular. A legal strike may be authorized only in accordance with the SMART Constitution, and only when General Committees of Adjustment involved in the movement shall have voted in favor thereof and approval is granted by the President Transportation Division SMART.

SPECIAL MEETINGS

Local union officers of the SMART Transportation Division on the property where strike action is authorized shall immediately call special meetings of their respective locals for the purpose of informing all members as to the time of strike and arranging for the establishment of picket lines at all points.

Immediately after a strike becomes effective, all members on strike will assemble at a hall secured by the local strike committee for meeting purposes and roll call. The meeting will be conducted by the chairperson of the local strike committee under the direct supervision of the officer or representative assigned by the President Transportation Division of SMART. The chairperson of the local strike committee will read the entire list of instructions in order that all members on strike will understand the facts concerning the strike along with their duties and responsibilities in connection therewith.

A secretary will be elected at this meeting. No person will be permitted to be present in the meeting halls other than members of SMART Transportation Division, except by permission of the chairperson, representative or officer in charge.

Expense of the halls will be borne by the local or locals on strike. Special meetings shall be arranged from time to time in order that all employees on strike may be kept advised with respect to developments.

DUTIES OF LOCAL STRIKE COMMITTEE

1. The Local Chairperson or Local Chairpersons on strike will supervise the prosecution of the strike in the territory over which they exercise jurisdiction.
2. The Local Chairperson is expected to keep in close touch with the situation and will report daily to the General Chairperson.
3. When deemed advisable, the Local Chairperson or Chairpersons will select assistant chairpersons to be located at outlying points on the line of road under the jurisdiction; assistant chairpersons will report daily to local chairpersons by whom they have been designated to act.

4. At points where more than one local committee of adjustment is involved, a chairperson will be elected from among the local committees of adjustment at that point. He will chair the local strike committee.

The local strike committee will be responsible for establishing picket lines, furnishing proper placards to be displayed on picket lines, and arranging for the proper number of pickets and the scheduling of their tours of duty.

The chairperson of the local strike committee shall inform other railroad labor organizations and the Central Labor Council, AFL-CIO, in the city where located, of the strike action.

5. Clearly defined cases of disloyalty, indifference, or inefficiency on the part of any member of the Union should be reported by the chairperson of the local strike committee to the General Chairperson, who will convey the information to the President Transportation Division of SMART.

DUTIES OF MEMBERS

1. Road service employees involved in a strike will not perform service after the time set to strike, unless they have begun a trip and have actually left the terminal. If their train has left the terminal, the employees will complete the trip and deliver the engine and train at the end of the run, or tie-up point if tied up under the law, after which the employees will perform no other service until the strike is terminated unless authorized by SMART Transportation Division. With respect to turnaround runs, the following will govern: After the time set for strike, road service employees in turnaround service (passenger and freight) will not commence work on any leg of their assignment out of a turnaround point if such a point is a terminal for other crews.

Yard service employees will place their locomotive and/or train on the designated track and leave the service at the appointed time.

Road or yard service employees working shifts or tours of duty, independent of a crew assignment, will leave the service at the appointed time.

2. Where other lines of railroad operate trains over the tracks of a railroad on which a strike is in progress, employees on such railroads are not to operate trains over the railroad on which the strike is in effect.

3. General Chairpersons exercising jurisdiction on properties where a strike is commenced will immediately notify the proper management officer that the SMART Transportation Division will provide and/or authorize employees in road or yard service to handle and transport troop trains, hospital trains, milk trains, and cars loaded with priority materials or supplies essential to the National Defense, designated as such by an agency of the Federal Government, with the understanding that no other commodities are to be handled in connection therewith. There is no difference between a mail train and any other train so far as the legal right to strike is concerned.

4. Members of the SMART Transportation Division employed in Canada and operating trains in international service will disregard these instructions and remain in service subject to constitutional provisions of the SMART Transportation Division regarding picket lines.

5. All members on strike will keep away from the company's property, except for such employees who may be designated by the local strike committee to perform certain duties. Pickets should avoid trespassing on company property, at all times, while on picket duty.

6. Attention of all members of the SMART is directed to Article 21B, Section 92, Lines 8 through 12 of the SMART Constitution, reading as follows:

“Every member of SMART shall be duty bound to comply with strike orders of SMART. A member who neglects or refuses to do so and who takes the place or performs the duties of a striking member shall be expelled from the SMART upon conviction thereof under the trial procedures of Article Twenty-One B (21B).”

7. In regard to eligibility for strike benefits, Article 21B, Section 92, Lines 52 through 55, of the SMART Constitution, read as follows:

“Qualifications - In order to qualify for strike benefits, members must withdraw from service at the outset of the strike, register each day, and perform or be available to perform picket duty as required by the Local having jurisdiction.”

All strikers will be required to be in the halls, where halls are provided, at all times during the day unless excused by the chairperson in charge. The secretary will arrange a roll call (alphabetically) which will be called twice daily -- morning and afternoon -- and all strikers will be required to answer. The secretary will keep a record of such roll call and other proceedings for each day.

8. In the conduct of a strike, some irresponsible persons, not members of the SMART Transportation Division, may engage in acts of violence and disorderly conduct. Such actions are usually attributed to members of the SMART Transportation Division, and great care should be taken by every member to avoid associating with such persons. All acts of violence and disorderly conduct should be reported to the local strike committee who will in turn furnish all details to the officer or representative in charge.

9. Some railroad officials may endeavor to coerce or mislead the striking employees by asserting that those at other points are not on strike or that they have returned to work. Such information should be disregarded. No member will return to work until he or she is officially instructed to do so by the local strike committee acting on instructions of the officer or representative in charge.

DUTIES OF GENERAL CHAIRPERSONS

General Chairpersons of SMART Transportation Division on a railroad where a strike is being progressed will assist the Vice President or other representative assigned by the President Transportation Division of SMART exercising general supervision of the strike. They will make daily reports to the Vice President or representative assigned dealing with conditions of the strike. Unless specifically instructed by the Vice President or representative in charge, the General Chairpersons will select points at which they will be located during a strike and will immediately advise the Vice President or representative where they may be reached by telephone or email at any time.

DUTIES OF VICE PRESIDENTS

A Vice President or representative will be assigned by the President Transportation Division to exercise general supervision over all members of the SMART Transportation Division who are on strike.

Said officer or representative will keep the President Transportation Division advised of their location and of the exact strike situation on railroads, or portions thereof, to which he has been assigned.

GENERAL INFORMATION

Upon initiation of strike action by any labor organization, it usually becomes the purpose of press, radio, and television representatives to contact any member or employee close to the situation for comment regarding cause of the strike and degree of success expected or accomplished. Striking employees covered by agreements of SMART Transportation Division must avoid comment and interview. Contact with the news or public media as to reasons for, or progress of any, authorized strike by members of the SMART Transportation Division is expressly reserved to the officer in charge, and those requests for information received by striking employees must be directed to them.

In order that all striking employees may be authoritatively informed, this circular should be furnished to all members for their information and review.

8/2022

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TO
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**RAIL LABOR UNITED
STANDING
TOGETHER IN
SOLIDARITY FOR
WAGES, BENEFITS, &
LIVABLE WORKING
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FRUITS OF OUR LABOR! THEY
REWARD THEMSELVES & WALL ST.,**

WHILE WE GET

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ON STRIKE AGAINST GREEDY RAILROADS



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