



**STRIKE INSTRUCTIONS
NATIONAL WAGE/RULES DISPUTE
COMMONLY ASKED QUESTIONS AND ANSWERS
September 2, 2022**

Since the recent distribution of detailed instructions governing strikes authorized by SMART-TD, several questions have been received. In an effort to provide further clarification, we have compiled a list of Q&As below.

Prior to reading these Q&As, it is important to understand that no strike has yet been authorized by SMART-TD, nor has a date been chosen where SMART-TD intends to engage in self-help under the Railway Labor Act. Our negotiating team remains committed to reaching a tentative agreement with the Nation's Carriers, which is and always has been our preferred outcome throughout this particularly contentious and difficult round of bargaining.

With the above in mind, it should be reiterated that all of the communications, materials, and instructions that have been sent out by SMART-TD are intended to help prepare and inform our leadership, and our rank and file members, so they are prepared in case the Carriers are unwilling to agree to a contract that is worthy of ratification by our membership.

Also note that many of the answers to these questions are found in SMART Constitution Article 21B, Section 92. For ready reference, that entire section has been reproduced at the end of this document.

QUESTIONS AND ANSWERS

Q1: What expenses will be covered by SMART-TD's Strike Fund?

A1: Article 21B, Section 92, states that the SMART-TD's Strike Fund is managed by the SMART-TD President and the SMART General President. It states that the respective Presidents shall *"... appropriate from the Strike Fund such money for legal assistance and incidental expenses as may be required for a successful prosecution of the strike..."*

At this time, some of those funds have been allocated to printing and distribution of strike signs, twenty (20) of which are currently being mailed via USPS to the

Secretary of each affected Local, as well as to all involved General Chairpersons and State Legislative Directors.

As stated in President Ferguson's letter dated August 30, 2022, if SMART-TD declares a strike, all reasonable expenses associated with displaying these signs, including the cost for printing additional signs, if necessary, can be covered by the Local's fund, then reimbursement can be claimed from the Strike Fund. **It should be noted that any expense incurred prior to the declaration of a strike, or any expense incurred after the declaration of a strike that is not preapproved by the SMART-TD, will not be reimbursed from the Strike Fund.**

Q2: If a strike is authorized, can we claim benefits from the Strike Fund?

A2: Yes. Article 21B, Section 91, states that members who engage in a strike, register each day, and perform or be available to perform picket duty as required by their Local, may qualify for strike benefits of \$100 per day, not to exceed a maximum of \$1,200 per month, for a period of up to 120 days. Additional details and instructions are provided in Article 21B, Section 91.

Q3: If a strike is authorized, what will happen with crews that are either enroute or already resting at their away-from-home terminals?

A3: During an authorized and legal self-help situation, the status-quo provisions of the Railway Labor Act (RLA) are effectively suspended. Since the RLA does not address this specific issue, and since there would be no collective bargaining agreement to govern, it is impossible for anyone to predict how the Carriers will react. Historically speaking, in some cases away-from-home crews have been left to their own devices for finding lodging and/or transportation during a strike.

Q4: If a strike is authorized, and/or if the Carrier locks us out, will we remain covered under our nationally negotiated health and welfare benefits?

A4: Similar to Q&A #3 above, it is impossible to predict what the carriers would do in this situation. In the highly unlikely event of a prolonged strike, if members are cut off from their H&W coverage, they and their covered family members would have the option to continue participating in the Plan via COBRA. As a lower cost alternative, our members could also opt to join one of the union-sponsored GA-231111 Plans (Part A, B, or C) administered by United Healthcare. More information about these Plans can be found on the Your Track to Health website at www.YTTH.com.

Q5: What is expected of new-hire employees in the event of an authorized strike?

A5: As the vast majority of new-hire employees are not yet certified by the FRA to perform railroad service, we do not predict the carriers trying to force them in for this reason. In situations where new-hire employees are brought in to continue classroom education/training, SMART-TD does not take any exception.

With respect to newly marked-up train service employees who are in their probationary period, for a myriad of reasons (congestion/traffic, extreme crew shortages, other crafts on strike, etc.) we do not anticipate the carriers trying to force this narrow and specific group of employees to perform service. If such a situation presents itself we would encourage the employee to honor the strike, and SMART-TD would provide whatever disciplinary protection and/or appeal is possible.

SMART CONSTITUTION ARTICLE 21B, SECTION 92 - STRIKES

When a strike has been inaugurated by SMART Transportation Division, the President Transportation Division, shall be the recognized leader and shall have authority, in conjunction with the General President, to appropriate from the Strike Fund such money for legal assistance and incidental expenses as may be required for a successful prosecution of the strike.

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 SMART upon conviction thereof under the trial procedures of Article Twenty-One B (21B).

Any member of SMART who crosses the picket lines of SMART, or the picket lines of any other railroad union(s) that SMART has recognized as on legal authorized strike, for the purpose of assisting the struck carrier(s) by rendering service, consultation, or advice for wages, profit, gain, or gratis, will pay a fine of One Thousand Dollars (\$1,000.00), and in addition to such fine if such member received any wages, compensation, or remuneration for time, expense, consultation, for service rendered to such carrier(s) during the strike that member will also be fined Two Dollars (\$2.00) for every One Dollar (\$1.00) received upon conviction thereof under the trial procedures of Article Twenty-One B (21B).

The cost and expense of such trials will be borne solely by the Locals conducting the trials and all fines collected by such Locals will be retained by the Local conducting the trial.

Any member of SMART who participates in a strike which has not been legally authorized shall be expelled from SMART upon conviction thereof under the trial procedures of Article Twenty-One B (21B).

The President Transportation Division and the General Committee of Adjustment, may terminate a strike. In the event of a difference of opinion between the President Transportation Division and the General Committee of Adjustment as to the advisability of terminating a strike, the matter shall be referred to the General President for a final decision. The discontinuance of strike benefits shall be decided by the General President.

Strikes inaugurated by the SMART Transportation Division – Members of crafts represented by the SMART Transportation Division who engage in a strike inaugurated by the SMART Transportation Division, including striking members who were employed under the jurisdiction of another organization, will be paid strike benefits as provided herein beginning with the third day following the day on which the strike was inaugurated.

Strikes inaugurated by other recognized Unions - Members of the SMART Transportation Division, who are unemployed due to any recognized union representing employees of the railroads or other transportation companies being on legal strike, shall be allowed strike benefits for a period not to exceed sixty (60) days, as though they were active participants in the strike. However, the sixty (60) day limit may be extended in unusual circumstances determined by the President Transportation Division and General President.

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. A member must verify their correct address and Social Security number with the Local Treasurer for the purpose of mailing benefit checks.

Strike benefits will be One Hundred Dollars (\$100.00) per day and will not exceed a maximum of Twelve Hundred Dollars (\$1,200.00) per month. Strike benefits shall be allowed for a period not to exceed one hundred twenty (120) days as the result of one strike. However, the one hundred twenty (120) day limit may be extended in unusual circumstances determined by the President Transportation Division and General President, except as specified in lines 44-51.

Procedures for claiming benefits – Upon inauguration of a strike by the SMART Transportation Division or upon authorization of strike benefits to SMART Transportation Division members in the case of a recognized Union representing employees of railroads or other transportation companies being on legal strike, the President Transportation Division shall notify the General Secretary-Treasurer accordingly.

Upon receipt of such notification, the General Secretary-Treasurer shall prepare a list, in duplicate, and furnish each local involved, showing all members of each local having jurisdiction over striking members or members who may be affected by a legal strike or a recognized union as they appear on monthly billing including home addresses, space for Social Security number or social insurance number, occupation and length of service which shall be identified as Form #1. The President and Treasurer of each Local shall complete Form #1 by filling in the required blanks and return one (1) copy to the

General Secretary-Treasurer within ten (10) days. Form #1 must be signed by the President and Treasurer of the Local and notarized by a notary public.

Upon receipt of Form #1, the General Secretary-Treasurer shall prepare a strike payroll, in duplicate, from the information contained therein. The strike payroll shall be known as Form #2 and shall list striking members in alphabetical order with space provided for number of days for which payment is claimed and amount of payment due. The Local Treasurer will fill in the spaces as indicated noting any changes from Form #1, i.e., additions, deletions, E-49, sick or injured, vacation, death, retired, or members who, for any reason, are not available for picketing or other duties required by the Local. The Treasurer shall return the completed Form #2 on the 15th and the last day of the month. The Local seal must be affixed to all payrolls.

Upon receipt of strike payrolls, the General Secretary-Treasurer, when directed by the President Transportation Division, shall issue checks drawn upon the strike fund for payment. The General Secretary-Treasurer will mail strike benefits to all members entitled to receive benefits, whose proper address appears on Form #1. A copy of Form #2 will be mailed to the Local Treasurer.

In the event of a general strike by the SMART Transportation Division or by other unions representing employees of railroads or other transportation companies, the General President may suspend all strike benefits if such action becomes necessary for the protection of SMART funds.

When a strike of any other nationally recognized labor organization is in effect and danger to the safety of our members exists in or about the area affected by the strike, and/or if there exists any substantial present or potential threat of danger to the members en route to or from their work, and/or to the members' families, it is the policy of SMART to support its members in declining to enter the territory directly affected.