

SMART DESIGNATED LEGAL COUNSEL RULES OF CONDUCT

1. All Designated Legal Counsel (DLC) shall agree as a condition of becoming or remaining a DLC that they will be subject to and fully comply with the Rules of Conduct. Each DLC shall, as a condition of becoming or remaining a DLC, specifically in writing waive any and all recourse to any court of law or any tribunal to challenge any action of the officers and agents of SMART which in any way relates to the DLC program. All notices to SMART required by these rules shall be given to the office of the General President via email to aalexander@smart-union.org. The General President's office will distribute the notice to the General President, the President Transportation Division, and the members of the Board of Ethics. A chart of required notices appears at the end of these rules.
2. The DLC designation is only for the attorney and not for the firm. However, any other attorneys or staff in the firm that do work for SMART members on FELA, Railroad Retirement Board and Federal Railroad Safety Act claims will be held bound to these rules. DLC may not transfer their designation to another attorney. Designations may only be made, continued or revoked by the General President and the President Transportation Division.
3. All DLC shall agree as a condition of becoming or remaining SMART Designated Legal Counsel that they will comply with and be subject to the ABA Model Rules of Professional Conduct, as well as the applicable state-law professional responsibility rules and canons for the jurisdictions in which they practice.
4. The agents of the Union, its officers, staff and representatives, have a duty to exercise their authority solely on behalf of and for the benefit of SMART and its members. These individuals must set aside their personal interests and act in the best interests of the Union and its members. No prospective or current DLC shall aid or abet anyone in the violation of their fiduciary duty.
5. Because any agent of SMART must make each decision based solely on the best interests of the union, it is necessary that the agent be free of improper outside influences that would interfere with an ordinary person's objectivity in making the decision. No prospective or current DLC shall offer to or attempt to improperly influence any decision of an agent of SMART.
6. SMART officers are prohibited from asking any DLC for money for any purpose, and DLC are barred from giving SMART officers money for any purpose. Any DLC solicited for a payment or contribution by any SMART officer, staff member, employee or member must immediately report in writing the details of such, including the date, time and amount of the solicitation, to SMART. This is in addition to and not a substitute for any other legal or ethical requirement that may attach. One minor exception exists that allows a DLC to cover the cost of inexpensive refreshments (e.g., pizza, etc.) when attending a union meeting to educate members about their legal rights. DLC should be available and willing to attend local meetings to answer questions concerning FELA and related laws.
7. No DLC, under any circumstances or at any time, shall become involved in union politics. DLC shall not in any manner or fashion participate or engage in, including by supporting or opposing any candidate, any SMART elections, including International, General Committee, State Legislative Board, and Local Union Elections. Any request by

a SMART member to a DLC for a political contribution for a union election is strictly prohibited. Similarly, any DLC providing any political contribution for a union election of any kind, including, without limitation, anything of value, such as money, goods, services or entertainment to or on behalf of a candidate for union office, is absolutely prohibited. Any such solicitation must be immediately reported to SMART.

8. The employment of or provision of office space, equipment or supplies to full-time SMART elected officers, staff or employees is prohibited.
9. Under no circumstances is a referral fee to be paid to any SMART member or union officer who recommends the DLC to an injured employee. DLC shall notify SMART immediately if such a fee is requested. As provided in ABA Model Rule 5.4: "A lawyer or law firm shall not share legal fees with a non-lawyer."
10. DLC and members of their firm must be willing to give advice concerning the rights and liabilities of SMART members for on-the-job injuries under FELA and related laws. DLC and members of their firm must be willing to give such advice either by telephone or by interview and at no cost to the SMART member, and should return all members' calls relating to such issues.
11. A DLC may charge a contingency fee of not more than 25 percent of the recovery, exclusive of costs, for cases involving a SMART member concerning an on-the-job injury under FELA and related laws. In the event that it is necessary to file suit regarding that matter, the DLC may charge a contingency fee of not more than 33 percent, exclusive of costs.
12. Academy of Rail Labor Attorneys (ARLA) membership is required of all DLC.
13. DLC and members of their firm must be willing to handle all actionable injury cases, not only those of high potential recovery. They must also be willing to handle related matters on an injured member's behalf at the Railroad Retirement Board and actionable claims under the Rail Safety Improvement Act.
14. Any civil, criminal, administrative or bar complaint, investigation or proceeding commenced against a DLC shall be immediately reported to SMART.
15. If a state bar association or other body recommends a finding that a DLC or a member of their firm violated ethical or bar disciplinary obligations or committed legal malpractice, or if such violations are found by any court or other adjudicatory body, the DLC shall immediately notify SMART.
16. DLC should immediately advise SMART prior to any significant change in the membership of their firms (e.g., in the case of mergers, consolidations, departures, etc.). Furthermore, DLC shall provide SMART with prompt written notice if they retire; if they leave their current law firm under any other circumstances; or if they stop handling FELA cases.
17. The failure to comply with any of these rules shall be cause for sanctions up to and including immediate revocation of the DLC designation by the General President and President Transportation Division and, in the case of SMART members, referral to the General President and President Transportation Division for corrective action consistent with the SMART Constitution.
18. Any complaint concerning alleged violation of the Rules of Conduct shall be forwarded in writing to SMART.

DLC shall report the following events to the office of the General President via email to aalexander@smart-union.org. Please see the cited rules for additional detail.

Event	Rule
Change in firm membership	16
Retirement or ceasing FELA practice	16
Civil, criminal, administrative or bar complaint, investigation or proceeding	14
Finding of violation of ethical rules or malpractice	15
Request from officer or member for referral fee	9
Request for political contribution or support	7
Request by SMART officers, staff or members for money	6
Any complaint concerning alleged violation of the Rules of Conduct	18