

\$6.00	\$10.00	\$20.00	\$30.00	\$40.00	\$50.00	\$60.00
\$70.00	\$80.00	\$90.00	\$100.00	\$110.00	\$120.00	\$130.00
\$140.00	\$150.00	\$200.00				

But the amount selected may not be greater than your average daily wage. You will be eligible for benefits when you have completed any probationary period required by your employer. If you elect an increase in your premium amount, the change will not be effective until the first month beginning 90 days after the date that your application is received.

Regardless of the maximum amount of Daily Benefits that you selected on your application, the Plan Administrator may limit the amount of benefits payable to you at any time during your participation in the Plan based upon your claims and/or disciplinary history. (See below under “Reduction of Benefits” under “Receiving Your Benefits.”)

Each month, you must pay a premium, known as the Monthly Assessment, for the benefit amount that you selected. Currently, your Monthly Assessment is equal to 81 cents for each dollar of benefits selected. The Trustees may increase or decrease the Monthly Assessment at any time.

You may apply for temporary relief from the Monthly Assessment during any period in which you are *not* required to pay dues under Article 21B, Section 49, of the SMART Constitution. However, any month for which you are temporarily relieved of the Monthly Assessment will not count as a month of continuous participation in the Plan. But the relief period will not be a break in continuous participation. The length of time you will receive Daily Benefits is based upon the circumstances of your suspension or discharge. Your benefits will end on the earliest applicable day listed below.

- (a) 180 days after the first day for which you received benefits, if you have accepted discipline and waived your right to a formal investigation;
- (b) the day on which you are reinstated by, or resume work for, your employer;
- (c) the date on which you begin employment with a rail, bus, airline or other transportation employer, other than the one that suspended or discharged you;
- (d) your date of death or retirement; or
- (e) as provided in the following charts:

For members who commenced participation in DIPP before February 1, 2015:

Period of Continuous Participation (months)	Duration of Coverage Period (days)
less than 24	250
24 or more but less than 60	300
60 or more	365

For members who commence (or terminate and then recommence ) participation in DIPP on or after February 1, 2015:

Period of Continuous Participation (months)	Duration of Coverage Period (days)
less than 24	200
24 or more but less than 60	250
60 or more	365

**WHAT SUSPENSIONS AND DISCHARGES ARE NOT COVERED?**

**3.5(b)** You will receive benefits under the Plan when you are suspended or discharged from your permanent, non-probationary employment for disciplinary reasons. You will also receive benefits under the Plan if your employer requires you to take remedial training with only “basic day” compensation, which results in a reduction in your earnings. However, the following reasons for discharge, suspension or remedial training are excluded from coverage, and if you are suspended or discharged for one or more of these reasons you will NOT be entitled to benefits under the Plan:

- (1) conduct endangering the life or livelihood of a fellow employee;
- (2) unavailability for duty; sleeping on duty; missing calls;
- (3) insubordination;
- (4) misuse, theft or destruction of property of the your employer;
- (5) falsification of reports;
- (6) failure to take or pass a required examination;
- (7) failure to qualify for mandatory promotion;
- (8) use, possession or evidence of intoxicants or illegal drugs while on duty or subject to duty;
- (9) discipline due to criminal or civil court action;
- (10) an act or acts, or failure to act, which constitutes a violation of public policy;
- (11) involvement in altercations, verbal or physical; or
- (12) if decertified, the failure to exercise seniority to its fullest that does not require a change in residence.

If you are serving a probationary period under the terms of the applicable collective bargaining agreement, you will *not* be eligible for any benefit for any discipline based on a violation or act that occurred during that probationary period.

**CHANGE OF EMPLOYER**

If you change employment to another employer in the rail, bus, airline or other transportation industry and continue your membership in SMART and continue to participate in the DIPP

without a break, your participation in the DIPP will be considered continuous. You will not be considered to have a break in participation if you do not participate when you commence employment with your new employer because you are on probation, as long as you submit an application to participate in the Plan as soon as you complete your probationary period.

**RECEIVING YOUR BENEFITS**

To receive your benefits under the Plan you must first file a claim with the Plan Administrator on the appropriate application form. All portions of the application must be completed and a copy of the letter of discharge and/or suspension you received from your employer must be attached. You must submit your claim form to your local SMART Transportation Division chairperson for verification before sending it to the Plan. Benefits are payable only to you. They may not be transferred or assigned. The time limit for submitting initial claims is no later than 90 days after the date of the letter of discipline.

A participant is not eligible for benefits for any time lost during a period that he or she is dismissed for a non-covered event. All discipline and dismissal events that occur or are assessed during a period for which benefits are being claimed must be reported.

**Disqualification:** Your claim will be denied and you will not be eligible to receive benefits under the DIPP if your suspension or discharge occurred due to one or more of the excluded reasons listed above.

**Reduction of Benefits:** Regardless of the maximum amount of Daily Benefits that you selected on your application, the Plan Administrator may limit the amount of benefits payable to you at any time during your participation in the Plan if the Plan Administrator determines that you have been involved repeatedly in activities for which benefits are not payable. (See “What Suspensions and Discharges Are Not Covered” above.) If your benefits have been reduced, and you have not made a claim under the Plan for at least two years or more, you may file an application with the Plan Administrator requesting an increase in your benefit level of \$40 per day for each two-year period since you filed your last claim.

**PLAN FUNDING AND ADMINISTRATION**

The Plan is funded through the Monthly Assessments paid by Participants. Monthly Assessments are held in trust and invested at the direction of the Trustees. The current Trustees are identified on page 8 below. The Trustees may change from time to time.

In carrying out their respective responsibilities under the Plan, the Plan Administrator and the Trustees shall have discretionary authority to interpret the terms of the Plan and to determine eligibility for and entitlement to Plan benefits in accordance with those terms. Any interpretation or determination made under that discretionary authority shall be given full force

and effect, unless the interpretation or determination was arbitrary and capricious.

**CLAIMS DECISIONS**

If your claim for benefits is denied, you will be notified within 90 days after the claim is submitted. The notice will be written in clear language and will include: the specific reasons for the action; references to the specific Plan document provisions on which the action is based; a description of any additional material or information necessary for you to complete the claim with an explanation of why that information is necessary; an explanation of the appeal procedure; and a statement of your right to bring a civil action under Section 502(a) of ERISA if your claim is denied on appeal. If special circumstances require an extension of time for processing an initial claim, the Plan Administrator will provide written notice of the extension of time and the reason the extension is necessary before the initial 90-day period expires. The maximum length of an extension is 90 days.

**APPEAL PROCEDURE**

If your claim is denied, your benefits are reduced, or you receive no response within 90 days of the submission of your claim, you or your representative may request review by the Review Committee. To file an appeal, you must submit a written request for reconsideration of your claim within 60 days after receipt of the initial decision, or within 150 days after you filed your claim if no decision is rendered.

The Review Committee will provide you with the opportunity to submit written comments, documents, records and other information relating to the claim; provide you, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim; and review the denial of your claim by taking into account all comments, documents, records and other information that you submit relating to the claim. Whether a document, record or other information is relevant for this purpose shall be determined by the Review Committee in its sole discretion, in accordance with Department of Labor regulations. The Fund will notify you of the date and location of the Review Committee meeting at which your appeal will be heard. If you wish to appear in person before the Review Committee, you must notify in writing the Fund office no later than 14 calendar days prior to the date of the meeting that you intend to appear. Your failure to respond will constitute waiver of your opportunity to appear at that meeting.

The Review Committee will make a decision within 60 days after receipt of your request for review, unless special circumstances require an extension of time for processing, in which case a decision will be made as soon as possible, but not later than 120 days after receipt of the request for review. If the Review Committee requires an extension, it will notify you within the initial 60-day period.

The Review Committee's decision will be in writing (or in electronic form, if in compliance with Department of Labor regulations), will include the specific reason or reasons for the decision; will contain references to the specific Plan provisions upon which the decision is based; will inform you that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim; and state that you may have a right to bring a civil action under Section 502(a) of ERISA. Whether a document, record or other information is deemed relevant for this purpose shall be determined by the Review Committee in its sole discretion, in accordance with Department of Labor regulations.

You may designate an authorized representative to act on your behalf in pursuing your claim or appeal. The Plan Administrator may establish reasonable procedures for determining whether an individual who purports to be your authorized representative has, in fact, been authorized to act on your behalf.

No person may bring an action in any court challenging, or seeking review of, the Review Committee's decision on appeal more than 90 days after the decision is rendered by the Review Committee. Additionally, if any person wishes to file suit against the Plan or the Trustees, they must file suit in the United States District Court for the District of Columbia.

**TERMINATION OR AMENDMENT OF PLAN**

The Trustees reserve the right to amend the Plan at any time, to any extent, and in any manner that they may deem advisable. However, a termination of the Plan shall require a resolution of the General Executive Council of SMART. Upon termination of the Plan, after paying benefit for events that occurred prior to the Plan's termination, all assets of the Plan will be disposed of as determined by the Trustees in their sole discretion, but no assets of the Plan may revert to SMART.

**STATEMENT OF ERISA RIGHTS**

As a participant in the DIPP, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA). ERISA provides that all Plan Participants shall be entitled to:

- Examine without charge, at the Plan Administrator's office, all Plan documents, and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
- Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary

annual report.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for benefits is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator

If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in the telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210.

**GENERAL INFORMATION**

- 1. Name of Plan: SMART Discipline Income Protection Program
- 2. Name and Address of Plan Sponsor: SMART  
24950 Country Club Blvd.  
Ste. 340  
North Olmsted, Ohio 44070
- 3. Plan Sponsor's Employer Identification Number: 34-1031303
- 4. Name and Address of the Trustees: Joseph Sellers Jr.  
Richard L. McClees  
1750 New York Ave., N.W.  
Washington, DC 20006  
  
John Previsich  
SMART Transportation Division  
24950 Country Club Blvd.  
Ste. 340  
North Olmsted, Ohio 44070
- 5. Plan Number: 502
- 6. Type of Plan: Welfare benefit plan
- 7. Type of Administration: The Plan is administered by the International Association of Sheet Metal, Air, Rail and Transportation Workers, also known as SMART
- 8. Agent for service of Legal Process: Legal Process may be served on the Trustees at the above address
- 9. Plan Year: Calendar year



**DISCIPLINE INCOME PROTECTION PROGRAM**

**SUMMARY PLAN DESCRIPTION**

**January 2016**

**INTRODUCTION**

This document is the Summary Plan Description for the SMART Discipline Income Protection Program ("DIPP" or "Plan"). Complete details of the DIPP are in the Plan Document. In the event of a conflict between the Plan Document and this Summary Plan Description, the Plan Document shall govern in all cases. The Plan Administrator and the Trustees retain the exclusive authority and discretion to interpret the term of the Plan described herein and their interpretation is final and binding.

SMART reserves the right, at its sole discretion, to amend or terminate the DIPP at any time or for any reason. Nothing contained in this Summary Plan Description shall be construed to create an express or implied obligation on the part of SMART to maintain the DIPP, and your benefits under the DIPP may be different from those described here because of changes made to, or termination of, the Plan.

**SUMMARY**

The DIPP provides benefits to SMART Transportation Division members who are Participants in the Plan and who suffer loss of wages as result of certain disciplinary actions. Participation in the DIPP is voluntary.

**WHO IS ELIGIBLE?**

Any SMART Transportation Division member who is in good standing may submit an application for participation in the Plan. An individual who has submitted a false claim to the DIPP is not eligible to participate in the Plan.

**BENEFITS AND PREMIUMS**

In your application to participate in the DIPP, you will need to select the maximum level of Daily Benefits payable to you during a period of eligible suspension or discharge. You may elect a Daily Benefit in any of the following amounts: