pleated any probationary period required by your employer.

Decrease in Benefit Level: You may elect to decrease your benefit level at any time and your new election will be effective on the first day of the month following the month in which the DIPP office receives the corresponding lower premium amount.

Increase in Benefit Level: You may elect to increase your benefit level no earlier than one year after the effective date of your last election and your new election will take effect 90 days after it is received by the DIPP office. For example, if you began participation in the Plan on October 1, 2021, you would first be eligible to increase your benefit level on October 1, 2022, and your increased benefit would apply only to an eligible disciplinary action that occurred 90 days after the DIPP office received your new election. If you waited until December 1, 2022 (instead of October 1, 2022) to increase your benefit level, that increase would be effective with respect to an eligible disciplinary action that occurred at least 90 days after the date that the DIPP office receives your new election.

Regardless of the maximum amount of Daily Benefits that you selected on your application, the Trustees 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 75 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 218, 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 month of temporary relief will not count as an additional month 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) 60 days after the date 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:

<table>
<thead>
<tr>
<th>Period of Continuous Participation (months)</th>
<th>Duration of Coverage Period (days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>less than 24</td>
<td>250</td>
</tr>
<tr>
<td>24 or more but less than 60</td>
<td>300</td>
</tr>
<tr>
<td>60 or more</td>
<td>365</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Period of Continuous Participation (months)</th>
<th>Duration of Coverage Period (days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>less than 24</td>
<td>200</td>
</tr>
<tr>
<td>24 or more but less than 60</td>
<td>250</td>
</tr>
<tr>
<td>60 or more</td>
<td>365</td>
</tr>
</tbody>
</table>

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) subordination;
(4) misuse, theft or destruction of property of the 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 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, you will be treated as though you had not left the Plan.

You will receive benefits under the Plan when you are suspended or discharged from your permanent, non-probationary employment due to criminal or civil court action; drugs while on duty or subject to duty; failure to take or pass a required examination; unavailability for duty; sleeping on duty; missing calls; employee; conduct endangering the life or livelihood of a fellow employee; and discipline due to criminal or civil action.

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 Trustees may limit the amount of benefits payable to you at any time during your participation in the Plan if the Trustees determine 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 Trustees 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 discretion of the Trustees. The Trustees are identified on page 8. The Trustees may change from time to time.

In carrying out their respective responsibilities under the Plan, 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 deter-
was obtained on behalf of the Plan in connection with a
class action or similar proceeding.

In the event a claim is denied due to failure to establish proof of
disability, the Trustees, or a committee appointed by them, will:

- Prior to issuing an adverse benefit determination on
appeal, provide to you, free of charge, any new or additional evidence considered, relied upon, or generated by the Plan in connection with the claim. The evidence will be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on appeal is required to be provided to
give you reasonable opportunity to respond prior to that date, and

- Prior to issuing an adverse benefit determination based on
a new or additional evidentiary record, provide to you, free of
charge, the rationale. The rationale will be provided as soon as possible and sufficiently in advance of the date
on which the notice of adverse benefit determination on appeal is required to be provided to
give you reasonable opportunity to respond prior to that date.

Notice of Appeals Committee’s Decision: A decision on your
appeal will be made by the Trustees or their committee and
communicated in writing to you within five days of the decision. The
appeal will be reviewed at the meeting of the Trustees or the comm-
mittee that immediately follows the meeting at which the appeal is
filed, unless the appeal is filed within 30 days preceding the date of such
meeting. In such case, a benefit determination will be made no later
than the date of the second meeting following the Plan’s receipt of
the appeal, but in no instance more than 120 days following receipt
of the appeal.

The 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 whether the advice was relied upon in making the
claimant’s adverse benefit determination, without regard
to whether the advice was obtained on behalf of the Plan in connection with a
class action or similar proceeding. In your application to participate in the DIPP, you will need to
designate whether or not an authorized representative to act on
your behalf in pursuing your claim or appeal. The Trustees 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 Appeals Committee’s decision on appeal more than 90 days after the decision is rendered by the Appeals
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 may terminate and 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 distributed as determined by the
Trustees in their sole discretion, but no assets of the Plan may revert
to the Sponsor.

**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 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 Trustees may make a reasonable charge for the copies.
- Receive a summary of the Plan’s annual financial
 report. The Trustees are 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 opera-
tion of the Plan. The people who operate the Plan, called “fiducia-
ries” 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 other-
wise 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 fed-
eral court. In such a case, the court may require the Trustees to pro-
vide 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 fidu-
ciaries misuse the Plan’s money, or if you are discriminated against for
asserting your rights, you may seek assistance from the U.S.

**GENERAL INFORMATION**

1. Name of Plan:
   SMART Discipline Income Protection Program

2. Name and Address of Plan Sponsor:
   SMART
   6060 Rockside Woods Blvd.
   Ste. 325
   Independence, Ohio 44131

3. Plan Sponsor’s Employer Identification Number:
   34-1013303

4. Name and Address of the Trustees:
   Joseph Sellers Jr.
   1750 New York Ave., N.W.
   Washington, DC 20006

5. Plan Number:
   502

6. Type of Plan:
   Welfare benefit plan

7. Type of Administration:
   The Plan is administered by a board of trustees, the mem-
   bership of which is listed in this SPD

8. Agent for service of Legal Process:
   Legal Process may be served on the Trustees at the above
   address

9. Plan Year:
   Calendar

**SUMMARY**

The DIPP provides benefits to SMART Transportation Division and SMART Mechanical Division members who are Participants in
the Plan and who suffer loss of wages as result of certain discipli-

ary actions. Participation in the DIPP is voluntary.

**WHO IS ELIGIBLE?**

Any SMART Transportation Division or Mechanical Division
member who is in good standing may submit an application for par-
ticipation 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
elect the maximum level of Daily Benefits that would be payable to
you during a period of eligible suspension or discharge. You may
elect a Daily Benefit in any of the following amounts:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6.00</td>
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<tr>
<td>$150.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>$200.00</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

But the amount selected may not be greater than your average
daily wage. You will be eligible for benefits when you have com-

**DISCIPLINE INCOME PROTECTION PROGRAM**

Summary Plan Description

October 1, 2022

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
Trustees of the Plan retain the exclusive authority and discretion to interpret the term of the Plan described herein and their interpreta-
tion 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.