You may elect to increase your $10.00. You will receive benefits under the Plan when you 
$80.00–$120.00; and $20.00–$110.00.

Regardless of the maximum amount of Daily Benefits that 
were relieved of the Monthly Assessment will not count as a 
pay dues under Article 21B, Section 49, of the SMART 
decrease the Monthly Assessment at any time.

Currently, your Monthly Assessment is equal to 81 cents for 
Monthly Assessment, for the benefit amount that you selected.

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-proba-
tionary employment for disciplinary reasons. You will also 
receive benefits under the Plan if your employer requires you to 
take remedial training with only "basic" daily compensation, 
which results in a reduction in your earnings. However, the fol-
lowing reasons for discharge, suspension or remedial training 
are excluded from coverage, and if you are suspended or dis-
charged for one or more of these reasons you will not be enti-
tled 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 
employer; or
(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.


dose for the action; references to the specific Plan document provi-
sions on which the action is based; a description of any addi-
tional 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 rights to bring an action for the extension of the appeal period 
if you are 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 ini-
tial 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 180 days after you filed 
your claim if no decision is rendered.

The Review Committee will provide you with the opportu-
nity to submit written comments, documents, records and 
other information relevant to the claim; provide you, upon 
request, with 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 informa-
tion that you submit relating to the claim. Whether a document,
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 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, D.C. 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: 34-1031103
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

INTRODUCTION

This document is the Plan Booklet & 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 Plan Booklet & 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 terms of the Plan described herein and their interpretation is final and binding.

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: