



**Welfare Fund  
of Local No. One, I.A.T.S.E.**

320 West 46<sup>th</sup> Street, 6<sup>th</sup> Floor • New York, NY 10036 • Tel (212)247-5225 • Fax (212)977-9319 • [www.fundoneiatse.com](http://www.fundoneiatse.com)

**SUMMARY OF MATERIAL MODIFICATION**

**To: All Participants in the Welfare Fund of Local No. One, IATSE**  
**From: Scott Cool, Director of Fund Administration**  
**Date: July 10, 2009**  
**Re: Change to the Welfare Fund of Local No. One, IATSE**

---

This document is a Summary of Material Modifications ("SMM") intended to notify you of an important change made to the Welfare Fund of Local No. One, IATSE ("the Plan"). Please read this SMM carefully and keep it with the copy of the Summary Plan Description ("SPD") that was previously provided to you. If you need another copy of the SPD or if you have any questions regarding this change to the Plan, please contact the Fund Office during normal business hours at 320 West 46th Street, 6th Floor, New York, New York, 10036, (212) 247-5225 or visit our website at [www.fundoneiatse.com](http://www.fundoneiatse.com).

The Board of Trustees has determined to replace the New Shop Provision appearing on page 17 of the SPD with the following, effective July 6, 2009:

***"New Shop" Employees:*** *If you are a regular employee of a designated "New Shop" (i.e., if your employer is designated as a New Shop by the Board of Trustees), and you were a regular employee of that employer on the date it was so designated, you are not required to satisfy the covered earnings requirements of the Plan in order to gain eligibility for coverage. (Please contact the Fund Office to determine if your employer is a New Shop for purposes of this Plan.) Instead, on the first day of the second month after your employer has been designated as a New Shop, you will be eligible for single coverage Tier I health insurance for yourself.*

*You have the option of paying the relevant buy-up premium (see pages 14-15 of this booklet) to receive Tier III health insurance. If you elect to buy-up you must continue to pay premiums and remain in buy-up status for the remainder of the Plan Year, otherwise you will lose **all** coverage under the Plan. As a New Shop employee, your self-pay premium (or buy-up premium) must be paid on a quarterly basis on or before July 1, October 1, January 1 or April 1.*

*Your status as a New Shop employee will end on the earliest of the following dates:*

- *On the day before July 1<sup>st</sup> following the first full calendar year in which your employer was a New Shop;*
- *On the last day of the second month following the date your employment for the New Shop terminates, if your employment is terminated (for any reason other than the temporary closure of your employer) before the July 1<sup>st</sup> following the first full calendar year in which your employer was a New Shop.*

*When your status as a New Shop employee ends, you will become subject to the Plan's regular eligibility rules (e.g., you must satisfy the covered earnings requirements of the Plan and other eligibility rules in order to gain eligibility for coverage). Your coverage will end on the date your status as a New Shop employee ends unless you qualify for coverage under the Plan's regular eligibility rules.*

*Your status as a New Shop employee for one employer will not prevent you from becoming a New Shop employee for a different employer, and the Plan will not take into account your prior period of service as a New Shop employee.*

*If you are a New Shop employee and your New Shop employer closes temporarily, your eligibility will not be discontinued if you return to work for the same New Shop employer when it reopens.*

This SMM is intended to provide you with an easy-to-understand description of certain changes and/or clarifications to the Plan. While every effort has been made to make this description as complete and as accurate as possible, this SMM, of course, cannot contain a full restatement of the terms and provisions of the Plan. If any conflict should arise between this SMM and the Plan, or if any point is not discussed in this SMM or is only partially discussed, the terms of the Plan will govern in all cases.

The Board of Trustees or its duly authorized designee, reserves the right, in its sole and absolute discretion, to amend, modify or terminate the Plan, or any benefits provided under the Plan, in whole or in part, at any time and for any reason, in accordance with the applicable amendment procedures established under the Plan and the Agreement and Declaration of Trust establishing the Plan (the "Trust Agreement"). The Trust Agreement is available at the Fund Office and may be inspected by you free of charge during normal business hours.

No individual other than the Board of Trustees (or its duly authorized designee) has any authority to interpret the plan documents, make any promises to you about benefits under the Plan, or to change any provision of the Plan. Only the Board of Trustees (or its duly authorized designee) has the exclusive right and power, in its sole and absolute discretion, to interpret the terms of the Plan and decide all matters arising under the Plan.