



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

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**SUMMARY OF MATERIAL MODIFICATIONS TO THE
WELFARE FUND OF LOCAL NO. ONE, I.A.T.S.E.**

To: All Participants in the Welfare Fund of Local No. One, I.A.T.S.E.
From: Scott Cool, Director of Fund Administration
Date: May 23, 2008
Re: Clarification to the Welfare Fund Summary Plan Description

This document is a Summary of Material Modifications (“SMM”) intended to notify you of an important clarification to the Welfare Fund of Local No. One, I.A.T.S.E. (“the Plan”). You should take the time to 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 clarification, please contact the Fund Office during normal business hours at 320 West 46th Street, 6th Floor, New York, New York, 10036, telephone number (212) 247-5225.

Effective as of the date of this SMM, the Board of Trustees of the Plan has adopted the following clarification of the SPD issued May 2006 regarding termination of benefits for actives, retirees and their spouses and dependents:

With respect to **actives**, Page 18 of the May 2006 SPD is clarified to read as follows:

Termination of Coverage

- If you fail to meet the covered earnings requirement of the Fund in a calendar year, your coverage and your dependent(s)' coverage, if applicable, will terminate the following June 30th.
- If you fail to make timely payment of the applicable self-pay premium or buy-up premium, your coverage and your dependent(s)' coverage, if applicable, shall terminate as of the end of the last quarter for which you have paid the self-pay premium or buy-up premium.
- If you and your spouse are divorced or legally separated, your spouse's coverage will terminate as of the end of the month in which your divorce or legal separation is final.
- If your dependent ceases to be a dependent as defined by the Plan, your dependent's coverage will terminate as described on page 15.

Please remember that you are required to provide prompt notice to the Fund Office if you and your spouse divorce or legally separate. If you fail to inform the Fund Office of such divorce or legal separation, the Fund may hold you responsible for the costs associated with extending coverage to your spouse after your divorce/legal separation. The Trustees reserve the right to terminate your Fund coverage and your remaining dependent(s)' Fund coverage for failure to notify the Fund of such divorce or legal separation.

If you (or your dependent) are totally disabled (as defined below) or hospitalized on the date the coverage is scheduled to terminate, coverage will be extended solely for treatment of such disability (provided you supply the Fund Office with the required proof of disability) until you (or your dependent) are no longer disabled or up to twelve (12) months, whichever occurs first.

“Total disability” means a non-work related disability that prevents you from engaging in your regular or customary occupation or employment. For your dependent(s), it means an illness or injury that keeps the dependent from engaging in the normal activities of a person of like age and gender who is in good health.

With respect to employees of the Fund Office, your coverage and your dependent(s)’ coverage, if applicable, will terminate on the last day of the month in which termination of employment occurs, unless you are otherwise eligible for coverage. With respect to employees of the Union, your coverage and your dependent(s)’ coverage, if applicable, will terminate on the date of your termination of employment as an employee of the Union, unless you are otherwise eligible for coverage.

Coverage for you and dependent(s) will also terminate when and if the Fund terminates coverage or its group policies terminate.

Coverage of employees who enter the armed forces will terminate on the day they enter the service except as required by law (see page 30).

If your coverage is terminated, you may have the right to continue coverage pursuant to COBRA (see page 23).

No benefits are paid for treatment or services that would not otherwise be covered by this Plan or are covered by any other group plan from which benefits are payable.

With respect to **retirees**, Page 21 of the May 2006 SPD is clarified to read as follows:

Termination of Coverage

- If a retiree revokes his or her election or fails to pay the applicable monthly self-pay premium, the retiree’s coverage and that of the retiree’s dependent(s), if applicable, shall terminate as of the end of the month in which the last monthly self-pay premium was paid. The retiree and his or her covered dependent(s) shall not thereafter be permitted to resume Plan coverage.
- If the retiree and his or her spouse are divorced or legally separated, the spouse’s coverage will terminate as of the end of the month in which the divorce or legal separation is final.

Please remember that you are required to provide prompt notice to the Fund Office if you and your spouse divorce or legally separate. If you fail to inform the Fund Office of such divorce or legal separation, the Fund may hold you responsible for the costs associated with extending coverage to your spouse after your divorce/legal separation. The Trustees reserve the right to terminate your Fund coverage and your remaining dependent(s)’ Fund coverage for failure to notify the Fund of such divorce or legal separation.

If a retiree’s dependent ceases to be a dependent as defined by the Plan, the dependent’s coverage will terminate as described on page 15.

Coverage for a retiree and his or her dependent(s) will also terminate when and if the Fund terminates coverage or its group policies terminate.

If your coverage is terminated, you may have the right to continue coverage pursuant to COBRA (see page 23).

No benefits are paid for treatment or services that would not otherwise be covered by this Plan or are covered by any other group plan from which benefits are payable.

This SMM is intended to provide you with an easy-to-understand description of certain changes 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.