



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

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

To: All Participants in the Pension Fund of Local No. One, IATSE

From: Holly Ubilla, Director of Fund Administration

Date: December 14, 2022

Re: Notice of Various Plan Changes and Clarifications

This document is a Summary of Material Modifications ("SMM") intended to notify you of important changes and clarifications made to the Pension 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 these changes to the Plan, 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, or visit our web site at www.FundOneIATSE.com.

1. Adjustment of Definition of Required Beginning Date

Prior to March 9, 2021, the Plan defined the "Required Beginning Date" (i.e., the date by which a Participant's benefit must commence whether or not an application has been filed) for all Participants as April 1 of the calendar year following the later of:

(a) the year in which the Participant reached age 70½ or (b) the date the Participant retired. The Required Beginning Date of a Participant who is also a 5% owner of a contributing employer was defined as April 1 of the calendar year following the year in which the Participant reached age 70½.

Effective March 9, 2021, the Plan's definition of Required Beginning Date has been adjusted as permitted by applicable law. The Required Beginning Date of Participants who reached age 70½ before January 1, 2020 (including 5% owners) remains unchanged. For all other Participants, the Required Beginning Date is now April 1 of the calendar year following the later of: (a) the year in which the Participant reaches age 72 or (b) the date the Participant retires. The Required Beginning Date of a Participant who is also a 5% owner of a contributing employer is April 1 of the calendar year following the year in which the Participant reached age 72.

This change also affects the date by which the Participant's surviving spouse must commence payment of any survivor benefit. Effective March 9, 2021, if a Participant dies at age 70 in 2022, the Plan permits the Participant's surviving spouse to delay commencement of survivor benefits to no later than April 1 of the year following the year the Participant would have reached age 72.

Accordingly, Sections VI.D and VI.E of the SPD are revised to read:

D. Retirement under the Plan

Retirement is completely voluntary. You can retire at any time you wish. However, pension benefits will begin on or before the April 1 following the year in which you reach age 72 (age 70½ if you attained that age before January 1, 2020) unless, if you are in Covered Employment at that time, you elect in writing to postpone benefits until the time you retire. If you do not begin to receive pension benefits by this time, you could be subject to income tax penalties. If you are in Covered Employment and are approaching this age, you are encouraged to speak with a qualified tax advisor for guidance.

E. Applying for Benefits

Under the Plan, you must file an application at least one month before the first day of the month on which you want your benefits to begin. For example, if you expect to retire and receive benefits starting July 1, you must have an application on file in the Fund Office by June 1 at the latest.

In no event will pension payments begin more than 60 days after the later of the end of the calendar year in which you reach Normal Retirement Age, or the date you end Covered Employment and retire. However, you may notify the Trustees in writing that you elect to receive your pension at a later date, which must be by April 1 of the year following the year you reach age 72 (age 70½ if you attained that age before January 1, 2020), or if later, your retirement.

Application forms are available at the Fund Office. The Fund Office will be pleased to help you complete the forms and answer your questions. When completing the application, be sure to attach the necessary information required to process the application; otherwise, payment of pension benefits could be delayed.

2. Clarification of Crediting During Periods of Disability

The Plan provides that a Participant may be credited with up to 26 weeks of deemed earnings in a calendar year when they are unable to work due to disability, up to a lifetime maximum of 104 weeks. Only Participants that have earned at least one Pension Credit prior to the date of such disability are eligible for such credit. The Plan is clarified to provide that the one Pension Credit must be earned in one of the two calendar years immediately preceding or in the calendar year in which the disability began.

Accordingly, Section II.B.3 of the SPD is revised to read:

3. PENSION CREDIT FOR PERIODS OF TOTAL DISABILITY

You may qualify to receive Pension Credit for periods of disability if you had at least one year of Pension Credit in any of the two (2) calendar years immediately prior to or in the calendar year in which the disability began.

For each week you are unable to work due to disability, you will be deemed to have had earnings in Covered Employment for up to 26 weeks per calendar year.

In order to qualify for this benefit, you must provide ongoing proof of disability acceptable to the Board of Trustees. In no event can you receive such earnings credits in excess of 104 weeks for your lifetime. The amount of the weekly waivers earnings is 1/26th of the

minimum earnings requirement in the calendar year, except that such waivers earnings are reduced by any actual earnings you have (or are credited for) during a week in which you would be entitled to weekly waivers earnings.

3. Vesting Credit, Pension Credit and Break in Service Rules for Calendar Year 2020

Given the significant impact of the COVID-19 Pandemic upon industry employment, the Trustees have determined to provide the following additional relief. *Please note that this relief is not available to Pensioners whose monthly benefit commenced before April 1, 2020.*

2020 Vesting Credit

The Plan provides that Participants shall earn one year of Vesting Credit in any calendar year they have at least \$35,000 in earnings from work in Covered Employment for which contributions are payable to the Plan.

For calendar year 2020, a Vesting Credit will be awarded to Participants who: (a) earned a Vesting Credit in calendar year 2019 or (b) had \$6,500 or more in earnings from work in Covered Employment for which contributions were payable to the Plan in calendar year 2020.

Accordingly, Section II.C of the SPD is revised to add the following paragraph:

Pandemic Rule: *Due to the impact of the COVID-19 Pandemic on industry employment opportunities, a Vesting Credit for Calendar Year 2020 will be awarded to those participants who: (a) earned a Vesting Credit in 2019 or (b) had \$6,500 or more in earnings from work in Covered Employment on which contributions were payable to the Plan in 2020. You cannot earn more than one Vesting Credit in any Calendar Year and this relief is not available to a pensioner whose monthly benefit commenced before April 1, 2020.*

2020 Pension Credit

The Plan provides that Participants shall earn one year of Pension Credit in any year they have at least \$35,000 in earnings from work in Covered Employment for which contributions are payable to the Plan.

For calendar year 2020, a Pension Credit will be awarded to Participants who had \$6,500 or more in earnings from work in Covered Employment for which contributions were payable to the Plan in 2020.

Accordingly, Sections II.B.1 and II.E.3 of the SPD are revised to add the following paragraph:

Pandemic Rule: *Due to the impact of the COVID-19 Pandemic on industry employment opportunities, a Pension Credit for Calendar Year 2020 will be awarded to those participants who had \$6,500 or more in earnings from work in Covered Employment for which contributions were payable to the Plan in 2020. You cannot earn more than one Pension Credit in any Calendar Year and this relief is not available to a pensioner whose monthly benefit commenced before April 1, 2020.*

2020 Break in Service

The Plan provides that Participants experience a One-Year Break in Service in any calendar year in which they have less than \$17,500 in earnings from work in Covered Employment for which contributions are payable to the Plan.

For calendar year 2020, Participants will experience a One-Year Break in Service only if they had less than \$6,500 in earnings from work in Covered Employment for which contributions were payable to the Plan.

Accordingly, Section II.D of the SPD is revised to add the following paragraph:

Pandemic Rule: *Due to the impact of the COVID-19 Pandemic on industry employment opportunities, participants will only experience a One-Year Break in Service for 2020 if they had less than \$6,500 in earnings from work in Covered Employment on which contributions were payable to the Plan in 2020. This relief is not available to a pensioner whose monthly benefit commenced before April 1, 2020.*

4. Vesting Credit, Pension Credit and Break in Service Rules for Calendar Year 2021

Given the significant impact of the COVID-19 Pandemic upon industry employment, the Trustees have determined to provide the following additional relief. *Please note that this relief is not available to Pensioners whose monthly benefit commenced before January 1, 2021.*

2021 Vesting Credit

The Plan provides that Participants shall earn one year of Vesting Credit in any calendar year they have at least \$35,000 in earnings from work in Covered Employment for which contributions are payable to the Plan.

For calendar year 2021, a Vesting Credit will be awarded to Participants who: (a) earned a Vesting Credit in calendar year 2020 or (b) had \$8,750 or more in earnings from work in Covered Employment for which contributions were payable to the Plan in calendar year 2021.

Accordingly, Section II.C of the SPD is revised to add the following paragraph:

Pandemic Rule: *Due to the impact of the COVID-19 Pandemic on industry employment opportunities, a Vesting Credit for Calendar Year 2021 will be awarded to those participants who: (a) earned a Vesting Credit in 2020 or (b) had \$8,750 or more in earnings from work in Covered Employment on which contributions were payable to the Plan in 2021. You cannot earn more than one Vesting Credit in any Calendar Year and this relief is not available to a pensioner whose monthly benefit commenced before January 1, 2021.*

2021 Pension Credit

The Plan provides that Participants shall earn shall earn one year of Pension Credit in any year they have at least \$35,000 in earnings from work in Covered Employment for which contributions are payable to the Plan.

For calendar year 2021, a Pension Credit will be awarded to Participants who had \$8,750 or more in earnings from work in Covered Employment for which contributions were payable to the Plan in 2021.

Accordingly, Sections II.B.1 and II.E.3 of the SPD are revised to add the following paragraph:

Pandemic Rule: *Due to the impact of the COVID-19 Pandemic on industry employment opportunities, a Pension Credit for Calendar Year 2021 will be awarded to those participants who had \$8,750 or more in earnings from work in Covered Employment for which contributions were payable to the Plan in 2021. You cannot earn more than one Pension Credit in any Calendar Year and this relief is not available to a pensioner whose monthly benefit commenced before January 1, 2021.*

2021 Break in Service

The Plan provides that Participants experience a One-Year Break in Service in any calendar year in which they have less than \$17,500 in earnings from work in Covered Employment for which contributions are payable to the Plan.

For calendar year 2021, Participants will experience a One-Year Break in Service only if they had less than \$8,750 in earnings from work in Covered Employment for which contributions were payable to the Plan.

Accordingly, Section II.D of the SPD is revised to add the following paragraph:

Pandemic Rule: *Due to the impact of the COVID-19 Pandemic on industry employment opportunities, participants will only experience a One-Year Break in Service for 2021 if they had less than \$8,750 in earnings from work in Covered Employment on which contributions were payable to the Plan in 2021. This relief is not available to a pensioner whose monthly benefit commenced before January 1, 2021.*

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