



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

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### SUMMARY OF MATERIAL MODIFICATION

To: All Participants in the Welfare Fund of Local No. One, IATSE  
From: Scott Cool, Director of Fund Administration  
Date: March 6, 2020  
Re: Family and Medical Leave and Coverage of Gene Therapies

*This document is a Summary of Material Modifications ("SMM") intended to notify you of important changes 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 2016 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 the changes to the Plan, please contact the Fund Office during normal business hours at 320 West 46th Street, 6th Floor, New York, NY, 10036, (212) 247-5225. A copy of the SPD can also be accessed on the Fund's website: [www.fundoneiatse.com](http://www.fundoneiatse.com).*

#### **Family and Medical Leave**

Effective December 1, 2019, the Board of Trustees has made changes to the plan of benefits to address crediting of covered earnings during a period of family or medical leave. Consistent with those changes, the following language replaces language appearing on page 34 of the 2016 SPD:

#### **A. Family and Medical Leave**

*The Family and Medical Leave Act (FMLA) allows you to take up to twelve (12) weeks of unpaid leave from your employer during any 12-month period for:*

- *the birth, adoption, or placement with you for adoption of a child,*
- *providing care for a spouse, child, or parent who is seriously ill, or*
- *your own serious illness.*

*You are generally eligible for a leave under the FMLA if you:*

- *have worked for a covered employer for at least twelve (12) months,*
- *have worked at least 1,250 hours for that covered employer over the previous twelve (12) months, and*
- *work at a location where at least fifty (50) employees are employed by the employer within seventy-five (75) miles.*

*If you satisfy these conditions and take an approved FMLA leave from a contributing employer, you will be credited with covered earnings as though you had been continuously employed during such leave period. This includes any covered earnings attributed to you during the leave period (for example, paid leave that runs concurrent with your FMLA leave) but, for each week of approved leave, you will be credited with no less than 1/52 of the covered earnings attributed to you during the 52-week period immediately preceding the week in which your leave commenced. Your employer must provide the Fund with written confirmation that it has approved your FMLA leave. Your employer will be required to contribute to the Fund if its collective bargaining agreement requires the contributions, but if it doesn't, your coverage will be provided through the Fund's general reserve pool.*

*Note: Leave under the New York Paid Family Leave Benefits law will run concurrently with FMLA leave whenever legally permitted. Where you qualify for New York Paid Family Leave, but not FMLA leave (for example, you take leave to care for a domestic partner), as long as your employer provides the Fund Office with written confirmation that such leave has been approved, you will be credited with earnings as described in the foregoing paragraph during such approved leave period.*

*Any changes in the Fund's terms, rules or practices that go into effect while you are on leave apply to you and your covered family members, the same as to active employees and their covered family members. If you do not return to covered employment after your leave ends and you lose coverage as a result, you are entitled to COBRA coverage when your leave ends. See Section VI for more information regarding COBRA coverage.*

*Call your employer to determine whether you are eligible for FMLA benefits. Call the Fund Office regarding coverage during FMLA leave.*

## **Gene Therapies**

The Board of Trustees recently reviewed the Plan's coverage of expensive new treatments known as "gene therapies." Gene therapies typically involve replacing a gene that causes a medical problem with one that does not, adding genes to help the body fight or treat disease, or inactivating genes that cause medical problems. The Fund's plan of benefits currently covers charges for, or related to, gene therapy treatments, if those therapies have received approval from the U.S. Food and Drug Administration (FDA) and the therapies are not considered experimental or investigational. These treatments are covered under the Fund's medical benefits through Aetna, and not through the prescription drug benefits provided through Express Scripts, Inc. However, effective December 1, 2019, and after careful consideration, the Board of Trustees has determined to include the following paragraph under Section IV.A on page 20 of the 2016 SPD:

***Coverage of Gene Therapies:*** *Effective December 1, 2019, the Trustees have determined that Zolgensma will be covered by the Fund's medical benefits for the treatment of spinal muscular atrophy (SMA) Type 1. All new FDA-approved gene therapies that become available after December 1, 2019 will be excluded under the Plan. The Trustees will consult with their medical and prescription drug administrators regarding the expected cost and efficacy of those new therapies prior to making a decision regarding whether they will be covered by the Plan in the future.*

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.