

**SUMMARY OF MATERIAL MODIFICATIONS TO  
THE PARTICIPANTS IN THE SICKNESS AND ACCIDENT FUND OF LOCAL ONE**  
*This notice contains important information concerning your health benefits.*

**DATE: June 14, 2011**

**To: All active participants and their covered dependents**

**From: Board of Trustees of the Sickness and Accident Fund of Local One**

The continuing rise in health care costs has forced the Trustees of the Sickness and Accident Fund of Local One to make changes in the plan of benefits, as described below.

*This Summary of Material Modifications (SMM) describes changes to your benefits under the Sickness and Accident Fund of Local One ("the Fund" or "the Plan") recently adopted by the Fund's Board of Trustees. This SMM only describes recent changes to your benefits under the Fund. You must read this SMM together with your Summary Plan Description (SPD) booklet for a full description of the terms and conditions governing your eligibility for benefits under the Fund. Please retain this SMM with your SPD. You may want to mark your SPD on the pages where this SMM has modified the SPD. If you have any questions regarding this SMM or the Fund, or if you need another copy of the SPD, please call the Fund Office at (212) 460-0800 or write to: the Sickness and Accident Fund of Local One, 113 University Place, 2d floor, New York, NY 10003.*

The following changes have been approved by the Trustees, effective September 1, 2011:

1. The period of extended coverage for participants after a termination of their active employment shall be limited to the remainder of the calendar month in which the termination from active employment occurs and the subsequent month after the month of termination. The period of one month extended coverage can only be utilized on one occasion in any calendar year. If a participant is terminated from active coverage after receiving extended benefits for a subsequent month after the month of termination in the same calendar year, benefits shall cease upon the end of the month of termination for any subsequent terminations during that calendar year.
2. Benefits under the Plan will commence as of the first day of the month following the commencement of (or reinstatement of) employment.
3. The Plan will cease providing temporary disability coverage for participants. For disabilities occurring on and after September 1, 2011, participating employers will need to provide alternate temporary disability coverage in compliance with state laws.

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**Receipt of this SMM does not automatically entitle you or your dependents to the health care benefits provided by the Fund. In order to be eligible for these benefits, you must be otherwise eligible for coverage under the Plan.**

This notice 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 notice, of course, cannot contain a full restatement of the terms and provisions of the Plan. If any conflict should arise between this notice and the Plan, or if any point is not discussed in this notice 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.