

ORIGINAL

IN THE SUPREME COURT OF THE STATE OF OHIO

THE STATE OF OHIO ex. rel. AMERICAN)
GREETINGS CORP., et al.)

Case No. 10-0582

Relators)

vs.)

Original Action in Mandamus and Prohibition

JUDGE NANCY A. FUERST, et al.,)

Respondents.)

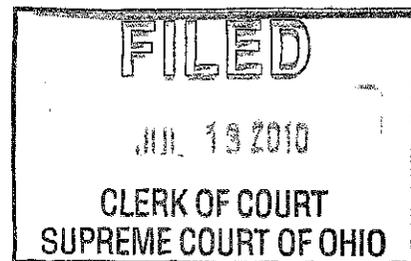
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STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

I, Drew Legando, having been duly cautioned and competent to testify, hereby state as follows from my own personal knowledge.

1. I am one of the attorneys representing respondent, Electrical Workers Pension Fund Local 103 I.B.E.W. ("Electrical Workers"), the plaintiff in the underlying action filed in the Court of Common Pleas of Cuyahoga County, Ohio, entitled *Electrical Workers Pension Fund Local 103 I.B.E.W. v. Morry Weiss, et al.*, No. 09-cv-687985.

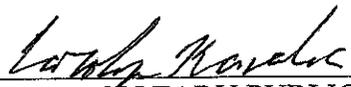
2. Appended hereto as Exhibits A through B are true and correct copies of Electrical Workers' Restated Agreement and Declaration of Trust and pertinent excerpts from a Summary Plan Description maintained by Electrical Workers in the normal course of business.

FURTHER AFFIANT SAYETH NAUGHT.



DREW LEGANDO

Sworn to, or affirmed and subscribed before me, Carolyn Kavalec, a notary public for the State of Ohio on the 12th day of July, 2010.



NOTARY PUBLIC

Carolyn Kavalec
Notary Public, State of Ohio
My Commission Expires Dec. 30, 2012
(Recorded in Cuyahoga County)

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **Affidavit of Drew Legando** has been served via
via first-class mail on this 12th day of July, 2010 upon the following counsel of record:

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EXHIBIT A

**Restated Agreement and
Declaration of Trust**

**Electrical Workers Pension
Fund, Local 103, I.B.E.W.**

As amended through June 1, 1993

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ELECTRICAL WORKERS PENSION FUND, LOCAL 103, I.B.E.W.

AMENDMENT and RESTATEMENT of the Agreement and Declaration of Trust of the Electrical Workers Pension Fund, Local 103, I.B.E.W., adopted by the signatory Trustees hereto with the consent of the Local Union No. 103, I.B.E.W. and the Electrical Contractors Association of Greater Boston, Inc. on May 26, 1993, effective as of June 1, 1993.

WITNESSETH:

WHEREAS, effective as of January 1, 1958 the Association and the Union entered into a Trust Agreement to provide for a pension fund for employees employed under certain collective bargaining agreements, as amended from time to time; and

WHEREAS, said Trust Agreement provides for amendment thereto by the Trustees, with the consent of the Union and the Association; and

WHEREAS, the Trust Agreement provides that the Association shall name three Trustees and the Union shall name three Trustees; and

WHEREAS, the Association has named John A. Penney, David R. MacKay, and Ernest Richards, and the Union has named Russell F. Sheehan, James M. Naughton and Vincent P. Crowley, who are hereby declared to be the Trustees hereunder, with full power and authority to act hereunder; and

WHEREAS, the Trustees desire to amend and restate said Trust Agreement in its entirety to incorporate in one document amendments previously adopted and to include such additional amendments as they deem prudent.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the undersigned Trustees agree to amend and restate said Trust Agreement in its entirety and declare that they will receive and hold such contributions and other money or property which may come into the Fund pursuant to the following powers and duties and for the following uses, and none other:

ARTICLE I

NAME OF TRUST

This Trust shall be known as the *Electrical Workers Pension Fund, Local 103, I.B.E.W.*

ARTICLE II

DEFINITIONS

Section 2.1

Association shall mean the Electrical Contractors Association of Greater Boston, Inc.

Section 2.2

Beneficiary shall mean any person designated pursuant to the Plan to receive benefits on or after a Participant's death in behalf of the Participant. Whenever the rights of a Participant are stated or limited herein, the Beneficiary shall be bound thereby.

Section 2.3

Employee shall mean (a) any workman whose earnings and working conditions are fixed by collective bargaining between the Association and the Union; (b) any officer or employee of the Union who receives wages or salary from the Union; (c) any duly elected or appointed officer of the I.B.E.W. International Office, or of the A.F.L.-C.I.O., or of the Building and Construction Trades Council, provided they are members of the Union; (d) any employee of the Joint Apprentice Committee, whether employed in an administrative or clerical capacity; (e) any employee of the Electrical Construction Trust Funds; (f) any employee of the Delta-Wye Federal Credit Union; (g) any other person who is a member of or represented by the Union, and who is employed by an Employer who has entered into a written agreement with the Trustees, or a written agreement with the Union, and which agreement has been approved and accepted by the Trustees, and which provides for the making of payments to the Electrical Workers Pension Fund, Local 103, I.B.E.W., with respect to such person.

Section 2.4

Employer shall mean any Recognized Contractor; the Union; the Joint Apprentice Committee; the Electrical Construction Trust Funds; the I.B.E.W. International Office, the A.F.L.-C.I.O., and the Building and Construction Trades Council, if any of their elected or appointed officers are members of the Union; the Delta-Wye Federal Credit Union; and any other corporation or other organization which employs members of the Union, and which has entered into a written agreement providing for contributions to the Electrical Workers Pension Fund, Local 103, I.B.E.W.

Section 2.5

ERISA shall mean Public Law 93-406, the Employee Retirement Income Security Act of 1974, as amended, also known as the Pension Reform Act of 1974.

Section 2.6

Fund or Trust shall mean the entire trust estate created pursuant to this Trust Agreement, and shall be formally called the Electrical Workers Pension Fund, Local 103, I.B.E.W. Such Fund shall include but not be limited to investments, and the income from any and all investments, employer contributions and any and all other assets, property or money received by or held by the Trustees for the uses and purposes of this Fund.

Section 2.7

Participant shall mean any Employee with respect to whom contributions are being paid as provided in Article IV, Section 4 of the collective bargaining agreement between the Association and the Union, as it may from time to time be amended, and all other Employees with respect to whom contributions are made at rates set by the Trustees which shall be fairly comparable to the amounts required to be paid by said Article IV, Section 4.

Section 2.8

Pensioner shall mean a Participant who has been determined by the Trustees to be entitled to receive benefits from the Fund under the terms of the Plan.

Section 2.9

Plan shall mean the Electrical Workers Pension Plan, Local 103, I.B.E.W. as from time to time amended, and as constituting the appendix to this Trust Agreement.

Section 2.10

Recognized Contractor shall mean a member of the Association or any independent electrical contractor signer of a collective bargaining agreement with the Union requiring contributions to the Fund.

Section 2.11

Trust Agreement shall mean this agreement, and, if the same be amended, this agreement as amended.

Section 2.12

Trustees shall mean the undersigned Trustees as designated pursuant to this Trust Agreement, together with their successors designated and appointed in accordance with the terms of this Trust Agreement. The Trustees, collectively, shall be the *Board of Trustees* and shall be the "administrator" as defined by section 3(16)(A) of ERISA. No person shall be entitled to rely upon any representations, written or otherwise, made by employees or agents of the Fund which are inconsistent with the Trust Agreement or Plan.

Section 2.13

Union shall mean the Local Union No. 103, International Brotherhood of Electrical Workers, AFL-CIO.

ARTICLE III

IMPORTANT DATES

Section 3.1

The effective date of the Fund is January 1, 1958.

Section 3.2

The funding date is December 1, 1957.

Section 3.3

The anniversary date is the anniversary of the effective date, January 1, 1958, and such day in each subsequent year.

ARTICLE IV

PURPOSE OF FUND

This Fund is created for the sole purpose of providing Participants and Beneficiaries with retirement and other similar benefits permissible in a pension plan qualified under Section 401(a) of the Internal Revenue Code of 1986 by virtue of Section 501(a) of said Code as the Trustees may determine from time to time, and for payment of the administration expenses incurred thereby. In no event shall any part of the principal or income of this Fund be paid to or vested in the Association, the Union or the Employers, or be used for any purpose whatsoever other than the exclusive benefit of Participants and Beneficiaries.

ARTICLE V

BOARD OF TRUSTEES

Section 5.1: Number, Appointment

The Fund shall be administered by six Trustees, three of whom shall be appointed by the Union and shall act as Union Trustees, and three of whom shall be appointed by the Association and shall act as Employer Trustees.

Section 5.2: Meetings, Quorum

Any two Trustees may call a meeting of the Trustees at any time by giving at least five (5) days written notice of the time and place thereof to each Trustee. Meetings of the Trustees may also be held at any time without notice if all the Trustees consent thereto. A quorum for the transaction of business shall consist of at least four Trustees, two of whom must represent the Association and two of whom must represent the Union.

Section 5.3: Decisions of the Trustees

Decisions of the Trustees shall be made by the concurring vote of a majority of Trustees, provided, however, that no decision shall be made unless a minimum of two Trustees from each group cast a vote thereon, or are present to cast a vote thereon. In voting on any question, neither group of Trustees shall cast more votes in the aggregate than the other. If all of the Trustees, designated by the Association or by the Union as the case may be, are not present at such meeting, each side shall be entitled to cast as many votes or the same number of votes as the Trustees designated by the other side present at the meeting shall be entitled to cast, it being the intention hereof that at

any meeting of the Trustees, regardless of the number present, the Trustees representing the Union and the Employer shall have equal voting power. All questions that may arise or come before the Trustees shall be determined by the affirmative vote in person or by proxy of a majority of the Trustees. Such vote may be given in a meeting assembled or by a writing signed by the Trustees, or by a majority of them, provided such writing is signed by two or more Trustees designated by the Union, and two or more Trustees designated by the Association, and such decision or act of a majority of the Trustees shall be binding and conclusive upon the parties hereto, the Board of Trustees, the Participant, and all Beneficiaries or persons.

Section 5.4: Resolution In Event of Deadlock

In the event of a deadlock among the Trustees, the question shall be decided by an impartial umpire agreed upon by the Trustees or appointed by the United States District Court for the District of Massachusetts.

Section 5.5: Selection of Chairman, Secretary

The Trustees may select from among the Trustees a Chairman of the Trustees to serve for a specified term. The Trustees may from time to time designate one of their number to act as Secretary of the Trustees and of the Fund.

Section 5.6: Vacancies

In case of death, resignation, or inability to act of any Trustee, the vacancy thereby created shall be filled by the group whose representation on the Board of Trustees has been affected. As soon as any Trustee, named to fill a vacancy, has accepted this Trust, the Trust estate shall vest in the new Trustee or Trustees, together with the continuing Trustees without any further act or conveyance. A vacancy on the Board of Trustees shall be filled within fifteen (15) days from the date of its occurrence. Any Trustee vacating such office shall forthwith turn over to the remaining Trustees at the office of the Fund any and all records, books, documents, monies or other property in his possession owned by the Fund or incident to the fulfillment of this Trust Agreement and/or administration of the Fund.

Section 5.7: Removal

The Association may terminate the designation of an Employer Trustee by filing with the remaining Trustees a true copy of a resolution adopted by it terminating said designation. The Union may terminate the designation of a Union Trustee by filing with the remaining Trustees a true copy of a resolution adopted by the Union terminating said designation.

Section 5.8: Resignation

Any Trustee may resign by instrument in writing executed for that purpose and delivered to the remaining Trustees and to the Union or Association who appointed him.

Section 5.9: Limitation of Liability of Trustees

No Trustee shall be liable or responsible for his own acts or omissions or for any acts of default of any other person or party in interest, or be liable for the acts or omissions of any other Trustee, or of any officer, agent, or servant elected or appointed by or acting for them, except as required by federal law. Each of the Trustees shall be protected in acting upon any paper or document believed by him to be genuine and to have been made, executed or delivered by the proper party purporting to have made, executed or delivered the same, and shall be protected in relying and acting upon the opinion of legal counsel in connection with any matter pertaining to the administration or execution of this Fund.

Section 5.10: Trustee's Compensation

A Trustee may receive reasonable compensation for services rendered including attendance of Fund meetings, or for the reimbursement of expenses properly and actually incurred, in the performance of his duties with the plan; except that no person so serving who already receives full time pay from any employer or an association of employers, whose employees are Participants in the Plan, or from an employee organization whose members are Participants in the Plan, shall receive compensation from the Plan except for reimbursement of expenses properly and actually incurred. The Trustees may authorize the Trustees and Administrators to attend appropriate seminars concerning employee benefit plans, and conferences of the International Foundation of Employee Benefit Plans, as a function of their duties for the Plan. To the extent permitted by law, the costs and expenses of any suit or proceeding brought against the Trustees (including legal fees) shall be paid from the Fund.

ARTICLE VI

POWERS OF DUTIES OF TRUSTEES

Section 6.1: Fund Administration

The Trustees shall be charged with the responsibility of administering the Fund, of maintaining the proper records, of receiving payment in behalf of the Fund and depositing same, for the payments of the pensions and death benefits provided for in

the Plan, and for expenses incurred by the Trustees and the Administrator and Co-Administrator.

Section 6.2: Discretionary Authority

The Trustees shall have complete and exclusive discretionary authority to:

1. establish a Plan and any other instruments, forms, policies or other matters;
2. determine eligibility for benefits and any and all other rules and regulations of such Plan and any other instruments, forms, policies or other matters; and
3. construe and interpret the terms of the Plan (including ambiguous or disputed terms) and any other instruments, forms, policies or other matters of the Trust or relating to such Trust including but not limited to the terms of this Trust Agreement.

Such decision, construction or interpretation by the Trustees shall be binding upon each Participant, Employee or any other person.

Section 6.3: Employer Contributions

The Trustees, or such committee of the Trustees as the Board of Trustees shall appoint, or the Fund Administrator or Co-Administrator if one has been appointed and when directed by the Trustees, shall have the power to demand, collect and receive Employer contributions and all other money and property to which the Trustees may be entitled, and shall hold the same until applied to the purposes provided in this Trust Agreement. The Trustees shall be empowered to take such steps, including the institution and prosecution of, or the intervention in, such legal or administrative proceedings as the Trustees in their sole discretion determine to be in the best interest of the Fund for the purpose of collecting such payments, money and property. The Trustees shall not be bound by any grievance or arbitration procedures in any collective bargaining agreement between the Association and/or any Employer and the Union.

Section 6.4: Employer and Union's Obligations To Furnish Records

The Trustees shall have the power to require any Employer and/or the Union to furnish to the Trustees such information and reports as they may require in the performance of their duties under this Trust Agreement, and the Employer and/or the Union shall furnish the same when so required. The Trustees, or any authorized agent or representative of the Trustees, shall have the right at all reasonable times during business hours to enter

upon the premises of the Employer and to examine and copy from the books and records of said Employers such information regarding hours worked by Employees as may be necessary to permit the Trustees to determine whether said Employers are making full payment to the Trustees of their Employer contribution.

Section 6.5: Rules and Regulations

The Trustees shall have the power to promulgate and adopt such rules and regulations as they may deem necessary to carry out the provisions of this Trust Agreement, provided that no such rules and regulations shall be inconsistent with any of the specific provisions contained herein. All rules and regulations promulgated and adopted by the Trustees may be added to, amended or modified from time to time whenever necessary to carry out more effectively the purposes of this Trust, and all rules and regulations when adopted, and all additions, amendments or modifications thereof shall be deemed incorporated herein and shall become part hereof with the same force and effect as if herein set forth in full.

Section 6.6: Appointment of Administrator and Co-Administrator

The Trustees shall appoint an Administrator of this Trust, who shall serve as such under the direction and supervision of the Trustees. It shall be the duty of the said Administrator to keep and maintain the books and records of the Trust in good order and condition at all times; to collect, receive, and deposit the income of the Trust; to pay all the necessary expenses in connection with the proper administration of the Trust and to sign checks in payment thereof; to scrutinize all applications for benefits hereunder and to see that all just claims are promptly paid, and said Administrator is hereby authorized to sign checks or drafts in payment thereof; and with the approval of the Trustees, to invest and re-invest any surplus assets; to employ such assistance and obtain such office space as may be required for the efficient handling of all Trust business; and to perform such other duties as the Trustees may from time to time require. The said Administrator shall receive reasonable compensation for such services, payable in such manner as agreed to by the Trustees and Administrator during the said term, and he shall also be reimbursed for all proper expenses which he may incur in the performance of his duties.

The Trustees may also appoint a Co-Administrator of this Trust, who shall serve as such under the direction and supervision of the Trustees. It shall be the duty of the said Co-Administrator to work in cooperation with the Administrator in the performance of the duties hereinabove set forth. The said Co-Administrator shall receive reasonable compensation for his said services, and he shall also be reimbursed for all proper expenses which he may incur in the performance of his duties.

The Trustees shall enter into such contracts with the Administrator and Co-Administrator as in their judgment shall be for the best interest of the Trust.

Section 6.7: Sharing Expenses, Reciprocal Agreements

The Trustees shall have the power to associate and make agreements with the trustees of other funds established by the Association and the Union for the purpose of establishing joint administration of the several funds and the sharing of joint expenses. The Trustees shall have the power to make agreements with such other entities to share expenses of collection of Employer contributions to the extent not prohibited by law. The Trustees shall have the power, in their sole discretion, to enter into reciprocal agreements with the trustees of other pension plans qualified under section 401(a) of the Internal Revenue Code of 1986 by virtue of Section 501(a) of said Code which provides for the transfer of contributions of employers to or from either fund, and to promulgate such other rules, regulations and forms incident to such transfers or reciprocal agreements as are deemed advisable in their sole discretion.

Section 6.8: Investments

The Trustees shall have the power and authority, in their sole discretion, to invest and reinvest such funds as they may from time to time determine in such investments under applicable state and federal law related to the investment of employee pension trust funds. The Trustees may sell, exchange or otherwise dispose of such investments at any time and from time to time. The Trustees shall also have the power and authority (in addition to, and not in limitation of, common law and statutory authority) to invest in any stocks, bonds, or other property, real or personal, including improved or unimproved real estate and equity interests in real estate, where such an investment appears to the Trustees, in their discretion and consistent with their fiduciary obligations, to be in the best interest of the Fund. The Trustees shall have the authority, in respect to any stocks, bonds, or other property, real or personal, held by them as Trustees, to exercise all such rights, powers and privileges that may be lawfully exercised by any other person owning similar stocks, bonds or other property in his own right.

In furtherance and not in limitation of the aforementioned powers, the Trustees shall have the power, in their sole, absolute and complete discretion, to invest and reinvest all or any part of the principal and income of the Fund, without distinction between principal and income, in such securities, or in such property, real or personal, wherever situated, as the Trustees shall deem advisable, including but not limited to common and preferred stock, whether or not listed on any

securities exchange, options, financial futures and options on such financial futures (including futures contracts on U.S. Treasury securities, mortgage-backed securities, and certificates of deposits, and options on U.S. Treasury and agency securities, financial futures contracts and mortgage-backed securities), bonds, mortgages, notes and other evidences of indebtedness or ownership, alone or with others, including participation in any common or pooled trust fund established and maintained by any corporate trustee for the collective investment of fiduciary funds (and to the extent permitted by applicable law and not otherwise in conflict with this Trust Agreement, the terms of such collective funds are hereby incorporated by reference into this Trust Agreement), or other property and may sell or otherwise dispose of such securities or property at anytime and from time to time on such terms as they see fit. The Trustees shall also have the power, in their sole, absolute and complete discretion, to retain or terminate the services of one or more investment advisors or managers to manage the investment of all or any portion of the Fund, to retain or terminate the services of an investment consultant or monitor, to retain or terminate the services of a person, corporation or other organization to vote all or a portion of the Fund's proxies, to lend or borrow securities and to participate in securities lending programs. Notwithstanding any other provisions of this Trust Agreement, assets of this trust may be invested in any collective investment fund maintained exclusively for the investment of assets of exempt, qualified employee benefit trusts, to the extent and as provided by ERISA or other applicable law.

Section 6.9: Delegation of Investment Functions

The Trustees shall have the power to appoint an investment manager or managers (as defined in Section 3(38) of ERISA) to manage (including the power to acquire or dispose of) any assets of the Trust as are entrusted to its or their management (or to vote proxies). No Trustee shall be liable for the acts or omissions of such investment manager or managers, or be under an obligation to invest or otherwise manage any asset of the Plan which is subject to the management of such investment manager. The Trustees shall, in connection with any allocation or delegation of investment functions, adopt appropriate investment policies or guidelines.

Section 6.10: Delegation of Ministerial Powers or Duties

The Trustees may delegate any of their ministerial powers or duties to any one or more of the remaining Trustees, or to any neutral agent or employee engaged by the Trustees collectively.

Section 6.11: Delegation and Allocation of Fiduciary Duties

The Trustees may, by resolution or by provisions of this Trust Agreement, allocate or delegate fiduciary responsibilities to other individuals as they may deem appropriate or necessary in their sole discretion and consistent with ERISA.

Section 6.12: Insurance

The Trustees may in their discretion obtain and maintain policies of insurance, to the extent permitted by law, to insure themselves, the Fund, as well as employees or agents of the Trustees and of the Fund, while engaged in business and related activities for and on behalf of the Fund (1) with respect to liability to others as a result of acts, errors, or omissions of such Trustee or Trustees, employees or agents, respectively, and (2) with respect to injuries received or property damage suffered by them. The cost of the premiums for such policies of insurance shall be paid out of the Fund, to the extent permitted by law.

Section 6.13: Bonds

The Trustees shall obtain from an authorized surety company such bonds as may be required by law, covering such persons and in such amounts as the Trustees, in their discretion, may determine. The cost of premiums for such bonds shall be paid out of the Fund.

Section 6.14: Merger

The Trustees may merge this Fund and the assets of this Fund with another multiemployer defined benefit pension plan in which this Fund is the surviving trust fund, provided the other plan is qualified under §401(a) of the Internal Revenue Code and exempt from taxation under §501(a) of the Internal Revenue Code. The Trustees are also authorized to enter into such other written agreements as may be necessary or prudent in the administration of the Fund, including agreements for the transfer of assets.

Section 6.15: Settlement of Claims and Controversies

The Trustees may in their sole discretion compromise or settle any claim or controversy in such manner as they shall determine, and any decision rendered by the Trustees to compromise or settle a claim or controversy, or any compromise or settlement agreement entered into by the Trustees, shall be conclusive and binding on all persons interested in this Fund.

Section 6.16: Additional Powers

The Trustees are hereby empowered, in addition to such other powers as are set forth herein or conferred by law,

(a) to enter into any and all contracts and agreements for carrying out the terms of this Trust Agreement and for the administration of the Fund, and to do all acts as they, in their discretion, may deem necessary or advisable, and such contracts and agreements and acts shall be binding and conclusive on the parties hereto and on the Participants, Beneficiaries and Pensioners;

(b) to keep property and securities registered in the names of the Trustees or of the Fund or in the name of any other individual or entity duly designated by the Trustees;

(c) to pay out of the Fund all real and personal property taxes, income taxes, and other taxes of any and all kinds levied or assessed under existing or future laws upon or in respect to the Fund, or any money, property, or securities forming a part thereof; and

(d) to do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper for the protection of the property held hereunder.

Section 6.17: Annual Audit

The Trustees shall have the Fund audited annually by a certified public accountant.

ARTICLE VII

RECORDS

The Trustees shall keep accurate records of its proceedings and actions. They shall also maintain, or cause to be maintained, accounts showing the operation and condition of the Fund and shall keep, or cause to be kept, in convenient form such data as may be necessary for the determination of a Participant's vested interest at the beginning of the fiscal year, and shall file such records or report of their proceedings to the extent required by applicable laws.

ARTICLE VIII

COMPLIANCE WITH THE INTERNAL REVENUE CODE

The Trustees, in the performance of their duties hereunder, shall comply with all the requirements of the Internal Revenue Code of 1986, as from time to time enacted or amended, and with the regulations thereunder, to insure that the payments made into the Fund, either by monies due under the collective bargaining

agreements or other written agreements by the Employers or income derived from the investments of the corpus of the Fund, shall be entitled to received all the benefits of said Code as provided for therein.

ARTICLE IX

TRUSTEES MAY BE A PARTICIPANT OR BENEFICIARY

A Trustee who qualifies as an Employee may acquire any interest in the benefits of this Fund to the same extent as if he were not a Trustee.

ARTICLE X

EMPLOYERS TO PRESENT CERTAIN INFORMATION

The Trustees may require of all Employers to furnish the Trustees, together with each payment made to the Fund, a written statement setting forth the names of the employees covered by the payment, the period for which such payment is made, and other similar information to accurately apply such payment in accordance with Plan provisions.

ARTICLE XI

AMENDMENT TO TRUST AGREEMENT

This Trust Agreement may be amended by a vote of the Trustees with the consent of the Association and the Union, provided that such amendments are not inconsistent with the purpose of the Trust as herein set forth; and provided further that no amendment shall be effective unless it shall comply with the requirements of the Internal Revenue Code of 1986 as from time to time enacted or amended.

ARTICLE XII

TERMINATION

If, at the expiration of all collective bargaining agreements between the Union and the Employers, no further provisions are made for the continuance of the Fund, the corpus of the Fund shall be distributed by payment of all benefits in accordance with the termination provisions of the Plan.

ARTICLE XIII

ENTITLEMENT TO FUND ASSETS

Section 13.1: No Right, Title or Interest

No Employer, Association, Union, Employees, Participants and/or Beneficiaries, or any person claiming by, through or under any of them, shall have any right, title or interest in or to the Fund or any part thereof, except as is defined in the Plan and subject to all limitations set forth therein.

Section 13.2 Prohibition Against Alienation and Assignment

The Fund shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, mortgage or charge by any person other than the Trustees and their duly authorized representatives, and by such Trustees or representatives, only to the extent and for the purposes as herein specifically provided. No Employee shall have the option to receive instead of the scheduled benefits any part of the contribution of the Employer. No Employee shall have the right to assign, alienate or otherwise encumber the benefits to which he may be or become entitled to by reason of the Fund herein created or to receive a cash consideration in lieu of such benefits except as otherwise required by law or as may be permitted by the Trustees in their sole discretion consistent with applicable law.

Section 13.3: Refund of Employer Contributions

Contributions made by an Employer by a mistake of fact or law (other than a mistake relating to whether the Plan is described in Section 401(a) of the Internal Revenue Code of 1986, or the Trust which is a part of such Plan, is exempt from taxation under Section 501(a) of such Code) may be returned to the Employer within six (6) months after the Trustees determine in their sole discretion that the contribution was made by such a mistake, reduced first by any payments to Participants, Beneficiaries or Pensioners already made or vested as a result of such mistake, and further provided that no amount shall be refunded in excess of the amount of the contribution actually made, by mistake, and such refund shall be without interest. The Trustees may promulgate such other conditions in the Plan as they deem desirable.

Section 13.4: Withholding Payment

In the event any question or dispute arises as to the proper person or persons to whom any payments shall be made under the

Plan or this Trust Agreement or any other instrument, the Trustees may withhold such payment until there shall have been made an adjudication or resolution of such question or dispute which, in the Trustees' sole judgment, is satisfactory to them, or until the Trustees shall have been fully protected against loss by means of such indemnification agreement or bond as they, in their sole judgment, determine to be adequate.

ARTICLE XIV

RELIANCE BY OTHERS

No party dealing with the Trustees in relation to this Trust shall be obliged to see to the application of any money or property of the Trust, or to see that the terms of this Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustees, and every instrument executed by the Trustees shall be conclusive in favor of every person relying thereon (1) that at the time of the delivery of said instrument the Trust hereby created was in full force and effect, (2) that said instrument was executed in accordance with the terms and conditions contained in this Trust Agreement and (3) that the Trustees were duly authorized and empowered to execute such instrument. The receipt given by the Trustees for any monies or other properties received by them shall effectually discharge the person or persons paying or transferring same, and such person or persons shall not be bound to see to the application, or be answerable for the loss or misapplication thereof.

ARTICLE XV

MASSACHUSETTS TRUST

This Fund is created and accepted in the Commonwealth of Massachusetts, and all questions pertaining to the validity or construction of this instrument and of the acts and transactions of the parties shall be determined in accordance with the laws of the Commonwealth of Massachusetts, except to the extent superceded by federal law.

ARTICLE XVI

GENDER, TITLE REFERENCES

Whenever any words are used in this Trust Agreement in the masculine gender, they shall also be construed to include the

feminine or neuter gender in all situations where they would so apply; and whenever any words are used in the singular, it shall include the plural where to do so would apply, and whenever any words are used in the plural, they shall also be construed to include the singular. The Article and Section titles are included solely for convenience and shall in no event be construed as part thereof.

ARTICLE XVII

SAVINGS CLAUSE

Should any provision of this Trust Agreement be held to be unlawful, or unlawful as to any person or instance, such holding shall not adversely affect the other provisions contained herein or the application of said provisions to any other person or instance, unless such illegality shall make impossible the functioning of this Fund.

ARTICLE XVIII

COUNTERPARTS

The Trust Agreement may be executed in two or more counterparts, any one of which will be an original without reference to the others.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on their behalf by their officers thereunto duly authorized this 26th day of May, 1993.

ELECTRICAL CONTRACTORS ASSOCIATION
OF GREATER BOSTON, INC.

BY: *Alvin J. Speltz*

LOCAL UNION NO. 103, I.B.E.W.

BY: *James M. Naughton*

I hereby agree to act as Trustee in accordance with the foregoing Trust Agreement. I have read the foregoing instrument, fully understand the contents thereof, and agree to comply with all of its terms and provisions and to perform all of the duties therein obligated to me as Trustee.

BY: *Russell F. Sheehan*
Russell F. Sheehan, Trustee

BY: *David A. MacKay*
David A. MacKay, Trustee

BY: *Vincent P. Crowley*
Vincent P. Crowley, Trustee

BY: *John A. Penney*
John A. Penney, Trustee

BY: *James M. Naughton*
James M. Naughton, Trustee

BY: *Earnest L. Richards*
Earnest Richards, Trustee

DWH39

EXHIBIT B

ELECTRICAL WORKERS PENSION PLAN, LOCAL 103, I.B.E.W.



Summary Plan Description 2004 Edition

TO EACH PARTICIPANT OF THE PENSION PLAN:

This Summary Plan Description describes the benefits available to you as a **Participant** in the Electrical Workers Pension Plan, Local 103, I.B.E.W. (the "**Plan**"). It also explains the benefits available to your **Beneficiaries** in the event of your death. Please read it carefully so that you may understand the **Plan** as it relates to you and your family. If you have any questions about the **Plan**, you should direct them to the **Fund Office**. Only information from the **Fund Office** consistent with the **Plan** may be relied upon by you as to eligibility for, and the amount of, your benefits. Information which the **Trustees** determine to be inconsistent with the **Plan** or received from other persons should not be relied upon as binding upon the **Trustees**.

The **Plan** is administered by the **Trustees**. Through contributions made by participating **Employers** under **Collective Bargaining Agreements** or **Participation Agreements**, it is possible to provide benefits in recognition of your service. The **Trustees** administer the **Plan** and hold assets of the **Plan** in trust to provide benefits under the **Plan** and to defer reasonable expenses of administration of the **Plan**.

The language in a legal document like the **Plan** can be technical and difficult to read, so we have prepared this summary of the **Plan** using language which we hope is more readily understandable. The terms of the **Plan** are summarized herein. You are encouraged to read this Summary Plan Description carefully so that you will be aware of the benefits provided and your rights under the **Plan**. You will notice that some of the terms are highlighted and appear in bold text. These terms have special meaning and are explained in more detail in the Definitions part at the end of this Summary Plan Description (Part XIV). You should familiarize yourself with these terms.

Although we feel this Summary Plan Description describes the **Plan** accurately, the **Plan** or Federal law, as appropriate, will control in case of any conflict. Nothing in this Summary Plan Description is meant to interpret or change in any way the provisions expressed in the **Plan**. The **Trustees** reserve the right to amend, modify or discontinue all or part of the **Plan** and this Summary Plan Description whenever, in their judgment, conditions so warrant.

A great deal of thought and careful study has gone into the development of the **Plan**. The prospect that the **Plan** serves to make your retirement years more comfortable will, we hope, contribute to your peace of mind and feeling of security while you are still actively employed.

Sincerely,

THE BOARD OF TRUSTEES

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PART I: PLAN HIGHLIGHTS

The **Plan** is a defined benefit plan. The goal of the **Plan** is to provide eligible **Participants** with a monthly pension for their life with a survivor pension for the **Spouse** of the **Participant**, unless another benefit option is selected by the **Participant** with the consent of his or her **Spouse**. A monthly disability benefit is available to eligible **Participants** who are **Disabled Participants** and which is payable until they reach **Normal Retirement Age** (when their regular pension can begin).

The amount of a **Participant's** monthly benefit will depend on his or her **Credited Service**, the benefit rate in effect at the time of retirement, and whether the **Participant** had a **Break in Service** which froze the **Participant's** pension at a lower pension rate in effect at the time of the **Break in Service**.

If an eligible **Participant** dies prior to retirement, a survivor annuity is payable to the **Participant's Spouse** (if married for at least one year) or a **Lump Sum Death Benefit** is payable to a **Participant** who is single (or married less than one year).

The following section highlights the main features of the **Plan** in more detail. Refer to the specific section that deals with a topic in this Summary **Plan Description** for more information on any highlight.

This Summary **Plan Description** does not cover benefits earned by Local 259, 522 or 588 members under the former pension plans of those locals. Refer to the supplemental section to this Summary **Plan Description** for benefits payable by the **Plan** to former Local 259, 522 and 588 members.

PART II: PARTICIPATION IN THE PLAN

To be eligible to participate, **Employees** must be covered by a **Collective Bargaining Agreement** or **Participation Agreement** that requires contributions to be paid to the **Plan** for hours worked by them.

An **Employee** is considered a **Participant** once he or she is credited with at least 200 **Hours of Service** in a **Plan Year**.

A **Participant** ceases to be a **Participant** when he or she dies or ceases to have any **Eligibility Credits** under the **Plan**.

The **Plan** provides that the **Trustees** may refund contributions to an employer if the contributions were made to the **Plan** by mistake of fact or law, if such refund is made within six months after determination by the **Trustees** that contributions were made by mistake of fact or law. If the **Plan** refunds employer contributions for this reason, any **Hours of Service** credit that was given to a **Participant** shall be canceled, even if this occurs retroactively.

If an **Employee** is not a member of the bargaining unit represented by the **Union** (*i.e.*, his or her terms of employment are not governed by the **Collective Bargaining Agreement**) and participates under a **Participation Agreement** between the **Trustees** and the **Employer**, the **Trustees** are permitted under the **Participation Agreement** to terminate the **Employer's Participation Agreement** if the **Employer** becomes delinquent in payment of contributions, which termination may be retroactive to the last month in which contributions were made to the **Fund**. If the **Trustees** terminate a **Participation Agreement**, the **Employee's** participation as a nonbargaining unit **Employee** will terminate and no credit will be given under the **Plan** for hours worked after the effective date of termination.



Remember to always keep your address current with the **Fund Office**. Always keep your designated **Beneficiaries** current and on file with the **Fund Office**. Promptly notify the **Fund Office** of any change in your marital status, such as if you become married or if you become divorced. Failure to do so may result in delay in the payment of benefits to you or to your **Beneficiary**, or may cause the **Plan** to incorrectly pay benefits, resulting in recovery of such overpayments. If you fail to keep your **Beneficiary** designation

current, any death benefits may not be paid to the person you would like. Your testamentary will does not control who your **Beneficiary** is under this **Plan**. You need to complete your designation on forms that you can obtain from the **Fund Office**.

CALCULATING HOURS OF SERVICE

General Provisions

For purposes of determining both your **Credited Future Service** and your **Eligibility Credits**, you receive credit for all of the following **Hours of Service**:

- **General Rule.** All hours for which you are paid or entitled to payment for work in **Covered Employment**. Any hours worked at premium rates count as straight-time hours. If a **Participant** disagrees with the hours reported by his or her **Employer**, the **Participant** should contact the **Fund Office** and submit whatever wage or employment records, statements or affidavits that support that hours have been incorrectly reported by the **Employer**.
- **Reciprocal Agreements.** Hours worked in the jurisdiction of a local union (other than Local 103, I.B.E.W.) under reciprocal agreements requiring contributions to be provided to the **Fund** are credited as follows: Hours worked prior to November 1, 1980 are credited in full for all purposes of the **Plan** regardless of the amount of contributions received. Hours worked on or after November 1, 1980 are given full credit for purposes of determining **Eligibility Credits** and the **Break in Service** rules, regardless of the rate of hourly contributions received from the other pension fund. Hours worked on or after November 1, 1980 are only given full credit for purposes of **Credited Future Service** and the **Lump Sum Death Benefit** if the rate of hourly contribution is equal to or greater than that required to be made by **Employers** to this **Fund** or if the **Participant** has not refused or become unavailable for work in the jurisdiction of the **Union**. If hours are received at a lower rate and the **Participant** has refused or becomes unavailable for work in the jurisdiction of the **Union**, the hours will be credited by dividing the contributions received by the contribution rate required to be made to the **Fund** by **Employers** in the jurisdiction of the **Union**.
- **Disability.** On and after February 1, 1991: six hours per day, to a maximum of 30 hours per week, during any period with respect to which an **Employee** received either weekly accident and sickness benefits from the Local 103, I.B.E.W. Health Benefit Plan, worker's compensation benefits, or was under the care of a physician and based on medical evidence satisfactory to the **Trustees**. No more than 780 **Hours of Service** credit will be given for any one period of disability. (Periods of disability separated by less than three months of disqualification from receiving accident and sickness benefits or worker's compensation will be considered to be a single period of disability, if the cause of the subsequent disability is related to the earlier disability.)
- **Qualified Military Leave.** If an **Employee** leaves **Covered Employment** due to **Qualified Military Leave** and is entitled to reemployment rights under the Uniformed Services and Reemployment Rights Act of 1994 (**USERRA**), the **Employee** will be credited for all purposes under the **Plan** with the **Hours of Service** that the **Employee**

would have been credited with under the **Plan** if he or she had not been on such leave. Such hours will be credited as required by **USERRA**.

Total hours for each **Plan Year** are rounded to the next highest whole number, if not already a whole number.



If contributions on an **Employee's** behalf are forwarded under a reciprocal agreement to the pension fund of another local union, the **Employee** will not be credited with any **Hours of Service** under this **Plan**.



CALCULATING CREDITED SERVICE

Credited Service is used in determining the *amount* of an eligible **Participant's** pension. **Credited Service** is the total of **Credited Past Service** and **Credited Future Service**.

Credited Past Service

Credited Past Service is service before January 1, 1958 and includes the following:

- Members of Locals 103, 396 or 377, I.B.E.W. receive credit for the last period of their continuous good standing in any of those locals prior to January 1, 1958. Such credit is not given in the case of a Local 103 member for whom no contributions to the **Fund** were received with respect to the **Employee** during the period from December 1, 1957 to December 31, 1961. An **Employee** covered by the **Plan** who is not a member of Locals 103, 396 or 377, I.B.E.W. but who is or was employed by the **Union**, the Joint Conference Committee, the Joint Apprenticeship and Training Trust Fund, Local 103, I.B.E.W., or the **Fund Office** will receive credit for the number of years of employment with such employer prior to January 1, 1958. A **Participant's Credited Past Service** is first determined as full years plus a fraction, then the fraction is rounded up to give the **Participant** another full year of **Credited Past Service**.

Credited Future Service

Credited Future Service is the credit a **Participant** earns under the **Plan** for service on or after the later of January 1, 1958 or the day the **Participant** becomes an **Employee** and begins working **Hours of Service**.

To calculate **Credited Future Service**, a record is first kept by the **Plan** of **Hours of Service** reported by contributing **Employers** for each **Employee**. These records are kept by the **Fund Office** on a **Plan Year** basis (November 1st of one calendar year to October 31st of the following calendar year).

PART XIII: PLAN INFORMATION

TYPE OF PLAN ADMINISTRATION

The **Plan** is administered and maintained by the **Trustees** serving in accordance with a **Trust Agreement** established by **Employers** and the **Union**. The **Trustees** are expressly granted the complete and exclusive discretionary authority to (1) establish the **Plan** of benefits and any other instruments, forms, policies or other matters, (2) determine eligibility for benefits, and (3) construe and interpret the terms of the **Plan**, including ambiguous or disputed terms and meanings and (4) correct defects, supply omissions or reconcile inconsistencies to the extent necessary to effectuate the **Plan** and any such action is conclusive on all interested persons. The **Trustees** may delegate or allocate any of their discretionary authority in accordance with the **Trust Agreement**.

TRUST FUND IDENTIFICATION NUMBER

The Employer Identification Number (EIN) issued to the **Fund** is: [REDACTED]

PLAN NUMBER

The **Plan** number assigned by the **Trustees** is 001.

PARTICIPATING EMPLOYERS

You may make a written request to the **Fund Office** for information as to whether a particular **Employer** or employee organization or union is a participating **Employer** with respect to this **Plan**; and, if so, you may request the address of that participating **Employer**.

REFERENCE TO COLLECTIVE BARGAINING AGREEMENTS

The **Fund** and the **Plan** are maintained pursuant to **Collective Bargaining Agreements** which provide for the rate of **Employer** contribution to the **Fund**, the type of work and areas of work for which contributions are payable and certain other terms governing contributions. Copies of these agreements may be obtained upon written request to the **Fund Office** and are available for examination at the **Fund Office**.

REDACTED

TYPE OF PLAN

This Plan is a defined benefit pension plan.

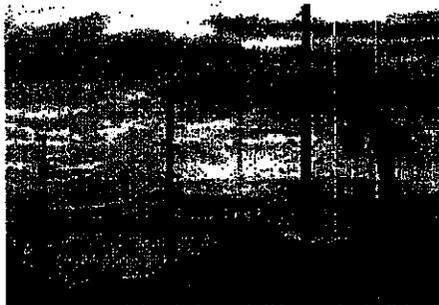
PLAN YEAR

All financial records of the Fund are kept on a fiscal year of November 1st to October 31st.

SOURCE OF CONTRIBUTIONS TO THE FUND AND IDENTITY OF ANY ORGANIZATION THROUGH WHICH BENEFITS ARE PROVIDED

All contributions to the Fund are made by individual contributing Employers in accordance with Collective Bargaining Agreements or Participation Agreements. Contributions by Employers are required to be sent to the Fund for all hours worked by employees in Covered Employment. The rate of hourly contribution is the amount specified in the Collective Bargaining Agreement, the Participation Agreement, or in the case of reciprocal agreements, the amounts provided for in the reciprocal agreement. Employees are not required or permitted to make contributions to the Plan. Self-employed members who are not incorporated cannot make contributions to the Fund on their own behalf, but are required to make contributions for their Employees working under the Collective Bargaining Agreement.

The assets are held in trust by the Trustees, and the Trustees invest such assets or have delegated such investments to professional investment managers. The Trustees' duties and responsibilities are set forth in a Trust Agreement. The Trustees have authority to invest assets of the Fund directly, or may engage a bank, insurance company or investment advisers to assist with the investments.



Upon request, the Plan will mail to the Participant a statement that includes a record of hours reported on a Plan Year basis by the Participant's Employers. Review the statement carefully. If hours appear to be missing, contact the Fund Office and bring in whatever payroll records you have that will assist the Fund Office in investigating any discrepancy in hours reported.

NAMES AND ADDRESSES OF THE TRUSTEES

* UNION TRUSTEES *

John Dumas
Local 103, I.B.E.W.
256 Freeport Street
Boston, Massachusetts 02122

Michael Monahan
Local 103, I.B.E.W.
256 Freeport Street
Boston, Massachusetts 02122

Chuck Monahan
Local 103, I.B.E.W.
256 Freeport Street
Boston, Massachusetts 02122

* EMPLOYER TRUSTEES *

David R. MacKay
Edward G. Sawyer Company
260 Libbey Parkway
Weymouth, Massachusetts 02189

John A. Penney
John A. Penney Co., Inc.
270 Sidney Street
Cambridge, Massachusetts 02139-4833

William Seaver
Seaver Electric Corporation
20 Springdale Avenue
Canton, Massachusetts 02021

NAME AND ADDRESS OF PLAN ADMINISTRATOR

The Plan is administered by the Trustees. The Trustees have retained an Administrator and Assistant Administrator to operate the Fund Office and to perform the routine day to day administration of the Plan. You may contact the Trustees at the following address:

Board of Trustees
Electrical Workers Pension Fund, Local 103, I.B.E.W.
256 Freeport Street, 2nd Floor
Boston, Massachusetts 02122
Telephone: 1-617-288-5999
Telephone: 1-800-564-5999
Fax: 1-617-288-6696

FUND OFFICE

The Trustees have employed the following persons to operate the day to day operations of the Fund Office for the Trustees:

Russell F. Sheehan, Administrator
Electrical Workers Pension Fund, Local 103, I.B.E.W.
256 Freeport Street, 2nd Floor
Boston, Massachusetts 02122
Telephone: 1-617-288-5999
Telephone: 1-800-564-5999
Fax: 1-617-288-6696

Richard Gambino, Assistant Administrator
Electrical Workers Pension Fund, Local 103, I.B.E.W.
256 Freeport Street, 2nd Floor
Boston, Massachusetts 02122
Telephone: 1-617-288-5999
Telephone: 1-800-564-5999
Fax: 1-617-288-6696

NAME AND ADDRESS OF PERSON DESIGNATED AS AGENT FOR SERVICE OF LEGAL PROCESS

Legal process may be served at the address of the Fund Office. In addition, legal process may be served upon any Plan Trustee at the address listed above.

AMENDMENT AND TERMINATION OF THE PLAN

The Plan may be amended by a majority of the Trustees voting at any time, but no amendment can be made which would reduce the Accrued Benefit of Participants accrued prior to the date of the adoption of such amendment, except as permitted by

Federal law. Without limiting the foregoing, the Trustees expressly reserve the right to add to, subtract from, modify or discontinue any benefits hereunder.

If all Collective Bargaining Agreements between the Union and the Employers expire, and there are no further provisions made for continuation of the Fund, the corpus of the Fund will be used for the payment of all benefits in accordance with the Plan and the defraying of expenses in administering the Plan. Upon such event, the Trustees shall have the right to discontinue or terminate this Plan. All benefits accrued to the date of termination, partial termination or discontinuance as of such date shall be nonforfeitable to the extent funded.

MERGER OR CONSOLIDATION

In the case of any merger or consolidation of the Fund with, or transfer of Fund assets or liabilities to any other plan, provisions shall be made so that each Participant or Beneficiary receiving benefits in the Plan on the date hereof (if the Plan then terminated) would receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he or she would have been entitled to receive immediately prior to the merger, consolidation or transfer if the Plan had then terminated.

PBGC PLAN INSURANCE

The following statement is required to be provided under federal law. The Fund is not responsible for any errors or omission in the statement which has been drafted by federal agencies:

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$5 of the monthly benefit accrual rate and (2) 75% of the next \$15. The PBGC's maximum guarantee limit is \$16.25 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$5,850.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of: (I) the date the plan terminates or (II) the time the plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

MISCELLANEOUS PLAN PROVISIONS

Prohibition Against Alienation Or Assignment Of Benefits

General Rule

No benefits payable under the Plan may be subject in any manner to anticipation, alienation, sale, transfer, pledge, encumbrance, attachment, garnishment, execution, mortgage, or charge, and any attempt so to anticipate, alienate, sell, transfer, pledge, encumber, attach, garnish, execute, mortgage, or charge will be void. No benefits payable by the Plan will be subject to the jurisdiction of any bankruptcy court or insolvency proceedings by operation of law or otherwise. No benefits payable under the Plan will be subject in any manner to the debts, contracts, liabilities, managements, or torts of any person.

Exceptions To General Rule

The anti-alienation and assignment rules do not preclude (1) any payment required to be made by the Fund pursuant to a federal tax levy made pursuant to Internal Revenue Code § 6331, (2) any payment required to be made by the Fund pursuant to collection action by the United States on a judgment resulting from an unpaid tax assessment, (3) any arrangement for the recovery by the Fund of overpayments of benefits previously made to such Participant or Beneficiary, (4) any arrangement for the transfer of benefit rights from the Plan to another qualified plan, including any transfer of contributions under a

reciprocal agreement, or (5) any arrangement entered into by the **Participant** or **Beneficiary** to have the Fund direct deposit the **Participant's** or **Beneficiary's** benefit payments in an account in a bank, savings and loan association or credit union, provided such arrangement is not part of an arrangement constituting an assignment or alienation.

In addition, the following exceptions also apply:

- **Qualified Domestic Relations Orders.** In the event the **Plan** is required to make payment of all or any portion of a **Participant's** or **Beneficiary's** benefits to an **Alternate Payee** pursuant to a **QDRO**, such person's benefits shall be limited or reduced as required by the terms of such **QDRO**.
- **Qualified Offset Orders.** In the event the **Plan** is required to make payment of all or any portion of a **Participant's** or **Beneficiary's** benefits pursuant to the requirements of a **Qualified Offset Order**, such person's benefits shall be limited or reduced as required by the terms of such **Qualified Offset Order**.
- **Other Exceptions.** Other exceptions include (1) any voluntary and revocable assignment by a **Participant** or **Beneficiary** after commencement of benefits has begun which does not exceed 10 percent of any benefit payment and which does not have the effect of defraying **Plan** administration costs, or (2) any arrangement whereby a **Pensioner** or **Beneficiary** directs the **Plan** to pay all, or any portion, of a **Plan** benefit payment to a third party if such arrangement is revocable at any time by the **Pensioner** or **Beneficiary** and the third party files a written acknowledgment with the **Trustees** wherein the third party states that such third party has no enforceable right in, or to, any **Plan** benefit payment or portion thereof (except to the extent of payments actually received pursuant to the terms of the arrangement). Such written acknowledgment must be filed with the **Trustees** no later than 90 days after the arrangement is entered into.

Severance Benefit

If a **Participant** ceases to be an **Employee** on or after November 1, 1975 for any reason other than death or retirement, and if at the time of such **Participant's Break in Service** the **Participant** had not attained **Vested Rights**, the **Participant** will be entitled to receive the return of his own contributions to the **Plan**, without interest (such contributions being equal to five cents per hour worked from August 1, 1962 to July 31, 1966 inclusive). The payment of this severance benefit shall be made no later than three months following receipt by the **Trustees** of the application for the payment. In the event a **Participant** applies for and receives this severance benefit, all **Credited Service**, **Eligibility Credits** and death benefits based on service or contributions (including **Employer** contributions) prior to the date he or she ceases to be a **Participant** will be canceled, and if the **Participant** thereafter again becomes a **Participant**, the **Participant** will, for all purposes of the **Plan**, be treated as a new **Participant**.

Funding Obligation/Limitation Of Liability

The Plan has been established on the basis of actuarial calculation which has established, to the extent possible, that the contributions will, if continued, be sufficient to maintain the Plan on a permanent basis, fulfilling the funding requirements of ERISA. Except for liabilities which may result from provisions of ERISA, nothing in the Plan is to be construed to impose any obligation to contribute beyond the obligation of the Employer to make contributions as stipulated in its Collective Bargaining Agreement or Participation Agreement. There shall be no liability upon the Trustees individually, or collectively, or upon the Union to provide the benefits established by this Plan, if the Fund does not have assets to make such payments. The Trustees are not responsible for the funding of benefits.

Recovery Of Overpayments

The Trustees have the right under the Plan to recover any overpayments or mistaken payments made to any person from the Fund, irrespective of whether the error in making the overpayment was solely the fault of the Fund Office or the Trustees. The person who received the overpayment and/or who has custody or possession of the overpayment, is obligated to repay the Plan the overpayment in consideration for the benefits provided by the Plan and is required to hold in trust such overpayment for the benefit of the Fund.

Furnishing Of Information

Each Participant, Beneficiary or other person claiming benefits from this Fund will be required to furnish to the Trustees any information or proof requested by the Trustees reasonably required to administer the Plan.

YOUR RIGHTS UNDER ERISA

As a Participant in the Electrical Workers Pension Plan, Local 103, I.B.E.W., you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan And Benefits

Examine, without charge, at the Fund Office, all documents governing the Plan, including collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Fund Office, copies of documents governing the operation of the Plan, including collective bargaining agreements, and copies of the

latest annual report (Form 5500 Series) and an updated summary plan description. The **Fund Office** may make a reasonable charge for the copies.

Receive a summary of the **Plan's** annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a benefit at **Normal Retirement Age** and, if so, what your benefits would be at **Normal Retirement Age** if you stop working under the **Plan** now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to attain a right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The **Plan** must provide the statement free of charge.

Prudent Actions By Plan Fiduciaries

In addition to creating rights for **Plan Participants**, **ERISA** imposes duties upon the people who are responsible for the operation of the **Plan**. The people who operate your **Plan**, called "fiduciaries" of the **Plan**, have a duty to do so prudently and in the interest of you and other **Plan Participants** and **Beneficiaries**. No one, including your **Employer**, your **Union**, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under **ERISA**.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under **ERISA**, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the **Plan** and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the **Plan's** decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that **Plan** fiduciaries misuse the **Plan's** money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about your **Plan**, you should contact the **Fund Office**. If you have any questions about this statement or about your rights under **ERISA**, or if you need assistance in obtaining documents from the **Fund Office**, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.