

**AGREEMENT AND DECLARATION OF TRUST**  
of the  
**I.B.E.W. 292**  
**HEALTH CARE PLAN**  
**(2005 RESTATEMENT)**

**THIS AGREEMENT**, effective as of the 1<sup>st</sup> day of September 2005 and a restatement of a similar agreement that was effective in 1997, by and among the **LOCAL UNION NO. 292, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO** (hereinafter the "Union"), and **MINNEAPOLIS CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INC.** (hereinafter the "Association"), and Tim Dulas, Jeffrey Ohman, and Bruce Young (hereinafter the "Association Trustees"), and Stephen Claypatch, Rodger Kretman, and Andrew Snope (hereinafter the "Union Trustees"), all of which Association Trustees and Union Trustees and their successors from time to time being collectively hereafter referred to as the "Trustees";

**NOW, THEREFORE**, the Union and the Association have entered into this Agreement and Declaration of Trust of the I.B.E.W. 292 Health Care Plan, and; in addition, the Trustees have duly executed this Agreement and Declaration of Trust, indicating their acceptance of the respective duties imposed upon them as Trustees thereunder, and in consideration of the premises and mutual covenants and agreements contained, it is hereby agreed as follows:

**ARTICLE I**

**DEFINITIONS**

Section 1.1. Agreement and Declaration of Trust or Trust Agreement. As used herein, these terms will mean this instrument, including all Amendments and modifications as may from time to time be made.

Section 1.2. Employer. The term "Employer" means:

- (a) An employer who is a member of or is represented in collective bargaining by the Association and who is bound by a collective bargaining agreement or other written agreement with the Union which agreement provides for the making of contributions to the Trust Fund with respect to employees represented by the Union.

- (b) An employer who is accepted for participation by the Trustees and who is bound by a collective bargaining agreement with the Union which agreement provides for the making of contributions to the Trust Fund with respect to employees represented by the Union.
- (c) The Union and the Trust Fund which entities, for the sole purpose of making the required contributions to the Trust Fund, will be considered as the Employer of their respective Employees on whose behalf they agree to contribute to the Trust Fund. The Union and the Trust Fund, however, will have no right to participate in the selection of any of the Employer Trustees to this Fund or to exercise any of the rights granted to contributing employers under this Agreement.
- (d) Employers as described in this Section will, by the making of one or more contributions to the Trust Fund pursuant to a collective bargaining or other written agreements, be deemed to have accepted and be bound by this Trust Agreement.

Section 1.3. Local Union or Union. The term "Union" means Local Union No. 292, International Brotherhood of Electrical Workers, AFL-CIO.

Section 1.4. Association. The term "Association" means the Minneapolis Chapter, National Electrical Contractors Association, Inc.

Section 1.5. Employee. The term "Employee" as used herein will mean:

- (a) Any employee represented by the Union and employed by an Employer as defined herein, and with respect to whose employment an Employer is required to make contributions into the Trust Fund.
- (b) An officer or employee of the Union and for whom the Union agrees in writing to contribute to the Trust Fund at the rate fixed for contributions by other Employers subject to the collective bargaining agreement with the Union and the Association.
- (c) Employees of the Trust Fund on whose behalf the Trust Fund agrees in writing to contribute on the same terms as for other Employees as set forth in the collective bargaining agreement between the Union and the Association.
- (d) Also any other employees of an Employer who is contributing to the Trust Fund as the Trustees may agree to include, on whose behalf contributions are made pursuant to written agreement, and whose inclusion will not impair, in the sole judgment of the Trustees, the tax exempt status of the Fund.

Section 1.6. Trustees. The term "Trustees" as used herein will mean the Trustees designated in this Trust Agreement, together with their successors designated and appointed in

accordance with the terms of this Trust Agreement. The Trustees, collectively, will be the "named fiduciaries" of this Fund as that term is used in ERISA.

Section 1.7. Employer Contributions. The term "Employer Contributions" means payments required to be made to the Trust by an Employer under the provisions, as applicable, of any Collective Bargaining Agreement, Participation Agreement or other approved written agreement, and this Agreement and Declaration of Trust.

Section 1.8. Collective Bargaining Agreement. Any written contract, governing terms and conditions of employment and which requires the Employer to make contributions to the Trust Fund, to which an Employer and the Union are parties and any and all extensions, renewals, or modifications thereof, whether by further agreement or operation of law, and any successor agreements thereto. For the purpose of collection of delinquent employer contributions, "Collective Bargaining Agreement" will also mean a participation agreement or other written agreement requiring an Employer to make contributions to this Trust Fund.

Section 1.9. Trust Fund. "Trust," "Trust Fund" and "Fund" as used herein will mean the entire trust estate of the LB.E.W. 292 Health Care Plan as it may be constituted, including, but not limited to, all bank accounts, savings accounts or certificates, and other investments, and the income from such investments, Employers' contributions and any and all other assets, property or money received by or held by the Trustees for the uses and purposes of this Trust.

Section 1.10. ERISA. The term "ERISA" as used herein will mean the Employee Retirement Income Security Act of 1974, any amendments as may from time to time be made, and any regulations promulgated pursuant to the provisions of that Act.

Section 1.11. Participant. The term "Participant" as used herein will mean any Employee or former Employee of an Employer who is or may become eligible to receive a benefit of any type provided for by the Plan Document or whose Beneficiaries or dependents may be eligible to receive any benefit.

Section 1.12. Beneficiary. The term "Beneficiary" as used herein will mean a person who by written designation or by reason of his or her relationship to a present or former Participant is or may become entitled to a benefit provided for by the Plan Document.

Section 1.13. Plan Year. The Plan Year or fiscal year of the Plan and Trust Fund will begin on May 1 of each year.

Section 1.14. Plan Document; Plan. The terms "Plan Document" or "Plan" will mean the separate written instrument or instruments adopted by the Trustees (including amendments thereto, as may be made by the Trustees) which will specify the classification or classifications of Employees and former Employees eligible for benefits under the Plan, the detailed basis upon which payments are to be made to Participants (or for their Beneficiaries), any requirements which must be satisfied by Participants to be eligible for benefits under the Plan, the categories of Employees or their Beneficiaries or dependents who are eligible to participate under the Plan, the benefits which are provided under the Plan, the procedures for claiming benefits under the Plan, the procedure for amending the Plan Document or terminating the Plan and other matters as the Trustees may determine to include.

Section 1.15. Gender, Number, Compounds and Headings. Whenever appropriate, words used herein in the singular may be read in the plural, or words used herein in the plural may be read in the singular; the masculine may include the feminine (and the feminine may include the masculine); and the words "hereof," "herein" or "hereunder" or other similar compounds of the word "here" will mean and refer to the entire Agreement and not to any particular paragraph or section of this Agreement unless the context clearly indicates to the contrary. The titles given to the various sections of this Agreement are inserted for convenience of reference only and are not part of this Agreement, and they will not be considered in determining the purpose, meaning or intent of any provision hereof.

