

IAFF MEDICAL EXPENSE REIMBURSEMENT PLAN

OF THE

WASHINGTON STATE COUNCIL OF FIRE FIGHTERS

EMPLOYEE BENEFIT TRUST

*Restated effective August 1, 2023*

*Dr 10/04/23 (Incl. Plan Am. Nos. 1-33)*

IAFF MEDICAL EXPENSE  
REIMBURSEMENT PLAN

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## **IAFF MEDICAL EXPENSE REIMBURSEMENT PLAN**

### **PREAMBLE**

WHEREAS, the Washington State Council of Fire Fighters established a benefit trust for the purpose of funding health insurance benefits for fire fighter Locals throughout the State of Washington and other states, granting administration of the Trust to a Board of Trustees pursuant to the “Trust Agreement Governing the Washington State Council of Fire Fighters Employee Benefit Trust,” (restated eff. April 14, 2004); and

WHEREAS, the Board of Trustees adopted the Premium Reimbursement Plan of the Washington State Council of Fire Fighters Employee Benefit Trust, originally effective July 1, 1999 (the “Plan”), which has been restated several times, most recently effective July 1, 2018, to include Plan Amendment Nos. 1-26. Plan Amendment No. 5, effective January 1, 2003, provided for reimbursement of medical expenses in addition to premiums and changed the name of the Plan to the Medical Expense Reimbursement Plan. Plan Amendment No. 31 changed the name of the Plan to the IAFF Medical Expense Reimbursement Plan due to an endorsement of the Plan by the International Association of Fire Fighters (the “IAFF”).

WHEREAS, the Board of Trustees has approved the merger of the California Firefighters Benefit Trust into the Washington State Council of Fire Fighters Employee Benefit Trust, which included an agreement to incorporate some of the California Firefighters Benefit Trust plan provisions;

WHEREAS, the California Firefighters Benefit Trust shall be dissolved and the Washington State Council of Fire Fighters Employee Benefit Trust shall be the surviving Trust;

NOW, THEREFORE, the Board of Trustees does hereby adopt this restated IAFF Medical Expense Reimbursement Plan of the Washington State Council of Fire Fighters Employee Benefit Trust, including Amendment Nos. 1 through 33, and to incorporate additional plan provisions for implementation of the merger referenced above, and further modifications for clarity, legal updates, and scrivener’s errors, effective retroactive to August 1, 2023, unless otherwise specifically stated, as set forth in the following pages.

### **SECTION 1. DEFINITIONS**

Where the following words and phrases appear in this Plan, they shall have the meaning set forth in this Section, unless the context clearly indicates otherwise. Other words and phrases with special meanings are defined where they first appear unless their meaning is apparent from the context.

**1.1 “Account Beneficiary”** means a person who has become eligible for benefits from an Individual Account under Section 2.1(b).

**1.2 “Active Service”** means service as defined in Section 2.2 herein, on or after an Employee’s Effective Date. Active Service is a factor used to determine eligibility to become an Eligible Retiree under Section 2.1.

**“Active Service Unit” or “ASU”** is generally earned through a monthly Contribution of \$25 to the Trust on behalf of an Employee. Note that an Employee may earn more than one Active Service Unit in a month. The number of ASUs an Employee earns is a factor in determining his/her Monthly Benefit Level as an Eligible Retiree under Section 3.2(a) hereof.

**1.3 “Accumulated Benefit”** means the sum of: (1) unused Monthly Benefit Level; and (2) transfer of Pooled Contributions for an Eligible Retiree with Short Service benefits. Accumulated Benefit is available for reimbursement of Covered Expenses of all Beneficiaries until the Accumulated Benefit amount is exhausted. The Accumulated Benefit does not earn interest.

**1.4 “Beneficiary”** means an Eligible Retiree, his or her lawful spouse, and the Eligible Retiree’s Children; an Eligible Retiree’s Surviving Spouse and Surviving Children; and an Alternate Payee under a QDRO, but not to include any spouse of the Alternate Payee.

**1.5 “Board of Trustees” or “Trustees”** means the duly selected board which administers the Plan and Trust, pursuant to the Trust Agreement.

**1.6 “Child(ren)”** means a natural child, stepchild, or lawfully adopted child of the Eligible Retiree, or child placed in the Eligible Retiree’s home for adoption by the Eligible Retiree, who either:

- (1) is under the age of 26; or
- (2) is legally dependent upon the Eligible Retiree for support and maintenance, for so long as the child is permanently and totally disabled, as provided in Code Section 22(e)(3), and as evidenced by a written Social Security Administration determination.

**“Surviving Child(ren)”** means an individual who met the definition of Child or Children in the foregoing sentence at the time of the Eligible Retiree’s death and who continues to meet those requirements.

**1.7 “Code”** means the Internal Revenue Code, as amended.

**1.8 “Collective Bargaining Agreement”** means a written agreement between a Participating Employer and a Local, and any supplement, amendment, continuation, or renewal thereof, by the terms of which the employer or its employees are obligated to make mandatory contributions to a trust for the types of benefit plans administered by the Trustees on behalf of each and every

employee in the bargaining unit, at the rate then currently required by the Trustees. The term also includes a written agreement by the employer that covers all Employees who have promoted from the bargaining unit, which otherwise meets the definition of a Collective Bargaining Agreement.

**1.9 “Contribution”** means a mandatory contribution for each and every employee in a bargaining unit or other rational class made pursuant to a Collective Bargaining Agreement or other written agreement. All Contributions must be made without any election on the part of an individual employee and without any right to elect to receive the Contribution in cash. Provided however that a former Employee may elect to make contributions pursuant to continuation requirements of federal law under IRC Section 4980B (COBRA) or under USERRA.

(a) The term “Contribution” includes **“Pooled Contributions”** that are periodic payroll Contributions made on behalf of an Employee and deposited to the Pooled Account. Pooled Contributions must be made at the monthly rate of \$75 or more per employee, provided that when a Local first joins the Trust, it may commence participation at a monthly rate of \$50 per employee.

(b) The term “Contribution” includes **“Lump Sum Transfers,”** that are Contributions to the Trust made pursuant to a Collective Bargaining Agreement or other written agreement that prohibits employees who are eligible to receive the transfer from receiving any portion of the Lump Sum Transfer in cash. Lump Sum Transfers include nonelective transfers of accrued leave, annually or upon retirement, but only the type of leave that the Internal Revenue Service allows for conversion to retiree medical benefits on a non-taxable basis. Lump Sum Transfers also include mandatory employer contributions made on behalf of all employees in a specific classification, as allowed by federal law, and as provided in a Collective Bargaining Agreement or other written agreement.

(c) The term “Contribution” includes **“Retiree Contributions”** that are mandatory monthly or lump sum payments to the Trust made by a Participating Employer on behalf of each and every Contributory Retiree, in a bargaining unit or other rational class made pursuant to a Collective Bargaining Agreement or other written agreement of a Participating Employer. Retiree Contributions must be made without any election on the part of the individual Contributory Retirees, and there shall be no right to receive the Retiree Contributions as cash in lieu of Contributions to the Trust. Retiree Contributions are permitted to continue to the Surviving Spouse of a Contributory Retiree, as long as Retiree Contributions are mandated to all Surviving Spouses of Contributory Retirees, pursuant to a Collective Bargaining Agreement or other written agreement of a Participating Employer, and the Surviving Spouses have no right to receive the Retiree Contributions as cash in lieu of Contributions to the Trust. Retiree Contributions shall be deposited to the Individual Account, pursuant to Section 3.5 hereof.

**1.10 “Contributory Retiree”** means an Employee, who has retired from the Participating Employer, on whom Contributions were made during active employment, and on whom the Participating Employer makes a mandatory Contribution to the Trust after his/her retirement,

pursuant to a Collective Bargaining Agreement or other written agreement of a Participating Employer.

**1.11 “Covered Expense”** means payment for the following, incurred by a person who has become eligible to commence benefits under Sections 3.3 or 3.5 hereof, on behalf of himself/herself or his or her Beneficiaries.

(a) an insurance premium payment on behalf of a Beneficiary to a health plan (*e.g.*, medical, dental, or vision insurance plan), which qualifies as medical care under Code Section 213(d), for coverage of the Beneficiary in effect while the Beneficiary is eligible for benefits under this Plan. Effective for insurance coverage in effect on or after January 1, 2024, an insurance premium also includes a premium that would qualify under this definition except that the payments for it were made with pre-tax income, provided that reimbursement of such a premium paid with pre-tax income will result in taxable income to the Beneficiary;

(b) medical expenses excludable from gross income under Code Section 213(d) (*i.e.*, costs for the diagnosis, cure, mitigation, treatment, or prevention of disease or injury), including insulin but excluding all other non-prescribed drugs, and paid for by the Beneficiary while the Beneficiary is eligible for benefits under this Plan, and which has not been claimed by the Beneficiary as a deduction on his or her personal tax return; and

(c) a premium payment for long-term care insurance, qualified under Code Section 7702B, for coverage of the Beneficiary in effect while the Beneficiary is eligible for benefits under the Plan.

**1.12 “Disability Pension Benefits”** means the Employee has earned eligibility for retirement benefits from the retirement system that the Employee’s employer participates in for fire Employees due to a work-related disability, as determined by the retirement system.

**1.13 “Effective Date”** for an Employee means the date that the Employee or his or her employer was obligated to begin contributions to the Plan for that Employee, pursuant to a Collective Bargaining Agreement.

**1.14 “Eligible Retiree”** means an Employee who is entitled to benefits under Section 2.1 of the Plan. An **“Eligible Retiree with Short Service”** is a person who has become eligible for benefits under Section 3.2(f).

**1.15 “Employee”** means an individual employed by a Participating Employer on or after that Employee’s Effective Date, who is a member of a bargaining unit represented by a Local, or who has promoted out of such bargaining unit, and for whom the required contributions are made to the Trust for all periods of Active Service.



**1.16 “Individual Account”** means the individual bookkeeping account maintained by the Trust in the name of an Employee or Eligible Retiree, that reflects certain Contributions made to the Trust as set forth in Section 3.5.

**1.17 “Line of Duty Death”** means the death of an Employee or Eligible Retiree that the applicable IAFF District Vice President has approved as a line of duty death.

**1.18 “Local”** means a labor organization that: (1) is a member local of the International Association of Fire Fighters (the “IAFF”); (2) represents fire fighter, fire department and paramedic employees; and (3) has been accepted for participation by the Board of Trustees or an agent thereof.

**1.19 “Medicare Eligible” or “Medicare Eligibility”** means eligible to enroll in Medicare based on age (rather than, e.g., disability), pursuant to the current Medicare law and regulations, whether or not an individual actually enrolls in Medicare. If the eligibility age changes under Medicare law, then the age for Medicare Eligible under the Plan will adjust correspondingly. A Surviving Spouse must provide documentation to the Trust Office of ineligibility for Medicare in order to avoid the termination of benefits under Section 3.4(b) hereof.

**1.20 “Missing Participant”** means an Employee, Eligible Retiree, Surviving Spouse, or known Surviving Child for whom the Trust Office has no address information on file in Trust records, or for whom Trust mail communications have been returned to sender without a valid forwarding address.

**1.21 “Monthly Benefit Level”** means the maximum monthly benefit available to a Beneficiary eligible for benefits pursuant to meeting the requirements of Sections 2.1(a)(1)-(4) hereof. Each Eligible Retiree will have an individualized Monthly Benefit Level calculated based on Section 3 hereof.

**1.22 “Operative Date”** means the effective date for the corresponding Unit Multiplier, which generally will relate to the date that a claim is paid by the Trust Office, but the Trustees have authority to designate an Operative Date related to termination of employment. See Appendix B to the Plan.

**1.23 “Participating Employer”** means any public or private sector employer that is party to a Collective Bargaining Agreement with a Local, which provides for contributions to this Plan.

**1.24 “Plan”** means this separate written document, together with any amendments duly adopted by the Trustees.

**1.25 “Pooled Account”** means a common investment account of the Trust for monthly Pooled Contributions that are not recorded in an Individual Account.

**1.26 “QDRO”** means a qualified domestic relations order as defined in ERISA Section 206(d)(3)(B), 29 USC 1056(d)(3)(B). A domestic relations order will not be treated as a QDRO until the Trust Office determines that it is a QDRO.

**1.27 “QMCSO”** means a qualified medical child support order as defined in ERISA Section 609(a)(2)(A), 29 USC 1169(a)(2)(A).

**1.28 “Regular Beneficiary”** means a person who has become eligible for monthly benefits from the Pooled Account under Section 2.1(a).

**1.29 “Regular Pension Benefits”** means the Employee has earned eligibility for retirement benefits from the retirement system that the Employee’s employer participates in for fire Employees by attaining the normal service and/or age requirements of that retirement system to receive routine benefit payments.

**1.30 “Surviving Spouse”** means the lawful spouse of an Eligible Retiree or Employee to whom the Eligible Retiree or Employee was married for at least 12 months on the date of the death. Also, the Surviving Spouse of an Employee who satisfies Section 2.1(a)(1) and (a)(2) shall be considered a Surviving Spouse.

**1.31 “Surplus Leave Benefits”** means the amount of Lump Sum Transfer that the Trust will pay in benefits to the Surviving Spouse after Medicare Eligibility pursuant to Section 3.4(b) hereof.

**1.32 “Trust” or “Trust Fund”** means the Washington State Council of Fire Fighters Employee Benefit Trust created by the Trust Agreement, and all property and money held by such entity, including all contract rights and records. **“Trust Office”** means the contract administrator hired by the Board of Trustees to administer day-to-day operations of the Trust.

**1.33 “Trust Agreement” or “Agreement”** means the Trust Agreement governing the Washington State Council of Fire Fighters Employee Benefit Trust, effective July 1, 1999, and any amendments thereto.

**1.34 “Unit Multiplier” or “UM”** means the variable amount periodically set by the Trustees, based on demographic and financial factors, and used in the determination of the Monthly Benefit Level of an Eligible Retiree, as set forth in Section 3.2(a). The Trustees may adjust the UM from time to time.

**1.35 “USERRA”** (veterans’ rights law) means the federal law known as the Uniformed Services Employment and Reemployment Rights Act set forth at 38 USC Chapter 43, Sections 4301-4335.

**1.36 “WSCFF”** means the Washington State Council of Fire Fighters

## SECTION 2. ENTITLEMENT TO BENEFITS

### 2.1 Eligibility.

(a) Eligibility as a Regular Beneficiary. An Employee shall become an Eligible Retiree entitled to Pooled Account monthly benefits as a Regular Beneficiary calculated pursuant to Section 3.2 hereof after he or she meets all the following requirements, as applicable:

(1) Employee has earned five years of Active Service, except as provided in Section 2.1(a)(5) hereof; and

(2) Contributions have been made to the Plan on behalf of the Employee for all periods of Active Service (except if the Active Service is earned under Section 2.2(c) hereof); and

(3) The Employee attains age 53 (except Employees who qualify for eligibility under Section 2.1(a)(6)); and

(4) The Employee has ceased employment with all Participating Employers.

(5) Separation from employment prior to five years of Active Service (Short Service Benefit). Effective for an Employee who separates from employment as an Employee on or after October 1, 2007, prior to earning five years of Active Service, the Employee will be an Eligible Retiree entitled to benefits as described under Section 3.2(f) below upon separation from service with all Participating Employers even if the Employee does not meet the requirement of Section 2.1(a)(3) hereof. An Employee who separates from employment prior to earning five years of Active Service cannot elect to self-pay contributions to the Trust Fund in order to obtain benefits under Section 3.1 hereof, with the exception of Employee self-pay COBRA contributions under Section 2.2(c).

(6) Employees with Retirement Eligibility Before Age 53. If an Employee attains eligibility for Regular Pension Benefits or Disability Pension Benefits prior to age 53, the Employee will become an Eligible Retiree without attaining the age eligibility requirement in Section 2.1(a)(3), as long as all of the other eligibility requirements in Section 2.1 are met.

a. Early Retirement. An Eligible Retiree, who attains eligibility for Regular Pension Benefits prior to age 53, will have the option to receive an actuarially adjusted Monthly Benefit Level, pursuant to the Early Retirement Factors Table incorporated herein as Appendix E based upon the Eligible Retiree's age on the date that the Trust Office receives the first claim for benefit payment from the Eligible Retiree's Monthly Benefit Level. The first claim for benefit payment from the Eligible Retiree's Monthly Benefit Level shall not begin until the Eligible Retiree notifies the

Trust Office, using a form approved by the Trustees, of the date that the Eligible Retiree elects to commence benefits from Eligible Retiree's Monthly Benefit Level. If such form regarding the starting date of benefits from the Eligible Retiree's Monthly Benefit Level is not provided to the Trust Office, any claims for benefits shall be reimbursed from the Eligible Retiree's Individual Account, if any. However, if an Eligible Retiree has no Individual Account, benefit payments shall be paid from the Eligible Retiree's Monthly Benefit Level and election to commence benefits assumed from submission of the claim.

b. Disability Retirement. An Eligible Retiree who is eligible for Disability Pension Benefits prior to age 53 will have the option to either: (i) receive an actuarially adjusted Monthly Benefit Level, pursuant to Appendix E, based on the Eligible Retiree's age on the date that the Trust Office receives the first claim for benefit payment from the Eligible Retiree's Monthly Benefit Level; or (ii) receive a credit of all of his/her Pooled Contributions to an Individual Account. The first claim for benefit payment from the Eligible Retiree's Monthly Benefit Level shall not begin until the Eligible Retiree notifies the Trust Office, using a form approved by the Trustees, of the date that the Eligible Retiree elects to commence benefits from Eligible Retiree's Monthly Benefit Level. If such form regarding the starting date of benefits from the Eligible Retiree's Monthly Benefit Level is not provided to the Trust Office, any claims for benefits shall be reimbursed from the Eligible Retiree's Individual Account, if any. However, if an Eligible Retiree has no Individual Account, benefit payments shall be paid from the Eligible Retiree's Monthly Benefit Level and election to commence benefits assumed from submission of the claim.

(b) Eligibility as an Account Beneficiary: Individual Account Benefits. An Employee or Contributory Retiree shall become eligible for benefits as an Account Beneficiary when he or she meets all the following requirements:

- (1) The Employee or Contributory Retiree has separated from all employment with all Participating Employers; and
- (2) The Employee or Contributory Retiree has a positive balance in his or her Individual Account pursuant to Section 3.5 hereof.

(c) An Eligible Retiree can be both a Regular Beneficiary and an Account Beneficiary.

## **2.2 Active Service and Active Service Units.**

(a) Bargaining Unit Employment. Active Service is used to determine an Employee's eligibility under this Plan. An Employee shall earn Active Service as follows, as long as Contributions are made on behalf of the Employee for these periods:

- (1) For full-time employment as an Employee;
- (2) For time as an Employee on authorized paid leave of absence, or unpaid leave under the federal Family and Medical Leave Act, from a Participating Employer due to disability, illness, or injury; and
- (3) For service in the Uniformed Services, as required by USERRA.
- (4) For conversion of the Individual Account balance or Lump Sum Transfers to Active Service Units only at retirement or separation from service, pursuant to the rules in Section 2.2(b) below, for the purpose of meeting the Active Service threshold required for eligibility under Section 2.1(a)(1).

If the Active Service earned by an Employee through the conversion of a Lump Sum Transfer at retirement or separation from service is not sufficient to enable the Employee to reach the Active Service threshold set forth in Section 2.1(a)(1), the Lump Sum Transfer will be credited to the Eligible Retiree's Individual Account.

(b) Processing of Lump Sum Transfers and Option for Conversion to Active Service Units. The Trust Office will take the following steps to process a Lump Sum Transfer or a conversion election:

(1) Periods of Time Available For Conversion. An Employee or Eligible Retiree may elect conversion as follows and upon occurrence of the events listed below:

a. Receipt of a Lump Sum Transfer During Active Employment. Upon receipt of a Lump Sum Transfer during active employment (*i.e.*, not in conjunction with a retirement or separation from employment), an Employee may elect to convert the full amount of the Lump Sum Transfer into Active Service Units pursuant to Section 2.2(b)(2) hereof (*i.e.*, the Employee cannot elect to convert only a portion of the Lump Sum Transfer to Active Service Units). Conversion of the Individual Account balance is not available at each receipt of a Lump Sum Transfer; only the amount of this Lump Sum Transfer is available for conversion at occurrence of this event.

b. Retirement or Separation. An Eligible Retiree, or Eligible Retiree with Short Service, may elect to convert to Active Service Units all or a portion of: (i) a Lump Sum Transfer received in conjunction with retirement or separation from service; and/or (ii) the current Individual Account balance, except for any Individual Account balance resulting from transfer of Pooled Contributions.

c. Annual Investment Selection Period. An Employee, but not an Eligible Retiree, may elect to convert to Active Service Units the entire

amount of the Individual Account balance during the annual investment selection period (i.e., the Employee cannot elect to convert only a portion of the Individual Account balance to Active Service Units).

(2) Notice of Election From Employee or Eligible Retiree. Upon receipt of a Lump Sum Transfer, or upon retirement or separation from employment, or during the annual investment selection period, the Trust Office will send a notice and election form to the Employee or Eligible Retiree. The Employee or Eligible Retiree shall use the election form received from the Trust Office to elect in writing whether to convert available funds to Active Service Units, or to credit or retain the funds in the Individual Account. The Trust Office will implement the Employee's or Eligible Retiree's written election according to the rules of this Section 2.2(b) hereof.

(3) Rules for Processing Conversion to Active Service Units.

a. Default If No Election Received For New Lump Sum Transfer. If the Trust Office receives a new Lump Sum Transfer on behalf of an Employee or Eligible Retiree and does not receive a completed election form from the Employee or Eligible Retiree within the deadline included in the relevant notice delivered to the Employee or Eligible Retiree, then the Trust Office will implement the applicable default election below, based upon the age of the Employee or Eligible Retiree on the day after expiration of the election deadline:

i) Age 40 or Older. If the Employee or Eligible Retiree is age 40 or older, the Trust Office will credit the full amount of the Lump Sum Transfer to the Employee's or Eligible Retiree's Individual Account.

ii) Under Age 40. If the Employee is under age 40, the Trust Office will convert the full amount of the Lump Sum Transfer to Active Service Units on behalf of the Employee, pursuant to the process described below.

b. Conversion Calculation. The Lump Sum Transfer and/or Individual Account balance will be converted to Active Service Units according to a formula set by the Trustees in consultation with the Trust's actuary and reflected in the Lump Sum Transfer Conversion Table in Appendix C hereto, which is hereby incorporated and made a part of this Plan.

c. Lump Sum Transfer Conversion Table. The Lump Sum Transfer Conversion Table may be revised by the Trustees from time to time, and the effective date will be indicated on the Table. The Lump Sum Transfer

Conversion Table in effect on the date of receipt of the conversion election form, or the date of default, will apply.

(c) Contribution after Termination or Reduction of Employment (COBRA). An Employee whose employment is terminated (except for gross misconduct) or reduced to less than full-time, may continue to earn Active Service and/or Active Service Units for a maximum of eighteen months, by periodic self-payment pursuant to rules set forth by the Trustees. An Employee may elect to self-pay COBRA contributions, in accordance with rules set by the Trustees, via check payments or via monthly or lump sum deductions from a Lump Sum Transfer and/or Individual Account balance, except for any Individual Account balance resulting from transfer of Pooled Contributions. The Employee shall make this election by submitting a COBRA Election Form with deduction from Lump Sum Transfer or Individual Account balance selected as the method of payment or with a check payment to the Trust Office within the deadline set forth in the notice received from the Trust Office. The Employee may elect to self-pay COBRA contributions by deductions using all or a portion of his/her Lump Sum Transfer or Individual Account balance. Benefit payments shall not commence until COBRA contributions have stopped. The remainder of the accrued Lump Sum Transfer is subject to the Employee's election under Section 2.2(b) hereof. The COBRA General Notice may be obtained from the Trust Office for more information on self-payment.

(d) Surviving Spouse or Child Contribution after COBRA Qualifying Event. After the death of an Employee or divorce, a Surviving Spouse or Surviving Child may continue to earn Active Service and Active Service Units by monthly self-payment of Contributions, for a maximum of thirty-six months, pursuant to rules set by the Trustees. In certain circumstances, a Surviving Child may have a loss of coverage due to attaining age 26, and may be eligible for monthly self-payment of Contributions. The COBRA General Notice may be obtained from the Trust Office for more information on self-payment.

(e) Contribution for Periods of Service in the Uniformed Services (USERRA). An Employee who is absent from employment by reason of service in the Uniformed Services may continue to earn Active Service and/or Active Service Units for the period set forth in USERRA, by periodic self-payment pursuant to rules set by the Trustees.

**2.3 Required Self-Payments.** An Employee, Eligible Retiree, Surviving Spouse, or Surviving Child who is eligible or required to make self-payments to this Plan shall be responsible to make or arrange for such payments to the Trust according to rules set by the Trustees. The Trust Office will not send regular reminders.

**2.4 No Rebate or Refund.** Beneficiaries shall receive benefits from the Plan only as reimbursement of Covered Expenses. No Beneficiary or Employee shall be eligible for rebates or refunds of any contributions made, except as reimbursement of Covered Expenses. As permitted by applicable law and approved by the Board of Trustees, any elective contributions (other than under COBRA or USERRA) will be refunded upon discovery that the contribution was made by

individual election. Beneficiaries are not entitled to Active Service based on an elective contribution, regardless of whether the contribution is refunded.

### SECTION 3. BENEFITS

#### 3.1 Payment of Benefits.

(a) General. Subject to the exclusions and limitations set forth in this Plan, a Beneficiary is entitled to monthly reimbursement of Covered Expenses paid by the Beneficiary on behalf of a Beneficiary, and incurred after the Employee becomes an Eligible Retiree, subject to proper and timely submission of claims, as set forth in Section 3.6 hereof. Monthly reimbursement will not exceed the Monthly Benefit Level plus the Accumulated Benefit and Individual Account of the Beneficiary.

(b) Monthly Payment. Subject to Section 3.1(c) hereof, benefits may be paid monthly, up to the Beneficiary's Monthly Benefit Level, as set forth in Section 3.2, plus the Accumulated Benefit and Individual Account of the Beneficiary, subject to timely and proper submission of claim.

(c) Carryover of Excess Expenses. Amounts of Covered Expenses, in excess of the Monthly Benefit Level, plus Accumulated Benefit and Individual Account of the Beneficiary, that are timely and properly submitted to the Trust Office shall be paid in subsequent months, up to the Beneficiary's Monthly Benefit Level.

(d) Unused Monthly Benefit Level Added to Accumulated Benefit. The Trust Office will add any unused portion of a Beneficiary's Monthly Benefit Level to the Beneficiary's Accumulated Benefit for payment of claims in later months, including unused benefits from periods when an Eligible Retiree's monthly benefits are suspended due to return to employment with a Participating Employer. Upon the Beneficiary's death, the Accumulated Benefit will be available to the Surviving Spouse and/or Surviving Children (as long as the Children meet the definition in Section 1.6 hereof).

(e) Benefits Paid From Accumulated Benefit. An Eligible Retiree or other Beneficiary may receive reimbursement of Covered Expenses from the current Accumulated Benefit amount. The reimbursement from the Accumulated Benefit may supplement the Beneficiary's Monthly Benefit Level. In certain circumstances, the Beneficiary will have only an Accumulated Benefit (without a Monthly Benefit Level) (e.g., an Eligible Retiree with Short Service).

(f) Coverage for Deceased Retiree Through Survivor's Benefit. A surviving Beneficiary may use his or her survivor benefit, for which he or she becomes eligible following the death of the Eligible Retiree, for reimbursement of claims for Covered Expenses incurred by the Eligible Retiree prior to the Eligible Retiree's death, if the Eligible Retiree's monthly benefits have been exhausted for the months the Covered Expense were incurred.



(g) Recoupment of Overpaid Benefits. If the Trust overpays benefits in regard to a Beneficiary, the Trust Office, as directed by the Trustees, shall have the right to request repayment of the overpayments from the Beneficiary. If the Beneficiary fails to repay the Trust for the amount of the overpayment, the Trust Office, as directed by the Trustees, shall have the right to recoup the overpaid amount from the Beneficiary's future benefit payments. The Beneficiary will be obligated to repay the Trust for overpaid benefits, as requested by the Trustees. This section will be administered as allowed by law.

### **3.2 Benefit Amount Calculations**

(a) Eligible Retiree. An Eligible Retiree who first becomes eligible for benefits under the Plan on or after August 20, 2014, will have a one-time, irrevocable election among the following Monthly Benefit Level Options, calculated so as to be actuarially equivalent to each other.

(1) Option 1: This option allows an Eligible Retiree to receive a benefit that remains at the same level from commencement of benefits prior to age 65 until termination of benefits, including benefits received after age 65, and is determined according to the following methodology:

a. Determine the number of Active Service Units

b. Multiply the number of Active Service Units by the Unit Multiplier that is operative, as set forth in Appendix B hereto. The applicable Unit Multiplier and the Operative Date of such Unit Multiplier are set forth in Appendix B hereto, which is by this reference incorporated herein.

c. Multiply the product calculated in Section 3.2(a)(1)(b) by the appropriate factor in the Early Retirement Factors Table, incorporated herein as Appendix E, based on the Eligible Retiree's age on the earlier of: i) date that the Trust Office receives the Eligible Retiree's first claim form for monthly benefits; or ii) the date that the Trust Office receives the Eligible Retiree's form selecting an early retirement benefit.

(2) Options 2-4: These three options allow an Eligible Retiree to receive a higher Monthly Benefit Level prior to age 65 than under Option 1, and as a result, a lower Monthly Benefit Level after age 65 than the Option 1 Monthly Benefit Level. Option 4 provides the highest pre-65 Monthly Benefit Level, and Option 1 provides the highest post-65 Monthly Benefit Level. Options 2-4 are calculated using the Actuarial Factors Table, incorporated herein by reference and periodically updated by the Trustees with actuarial advice. A portion of the Actuarial Factors Table is attached as Appendix D hereto. Appendix D also includes examples of calculations of all Options (1-4).

a. Option 2: The Option 2 Monthly Benefit Level before age 65 is higher than the Option 1 pre-65 Monthly Benefit Level. The Monthly

Benefit Level decreases when the Eligible Retiree attains age 65 and is lower than the Option 1 post-65 Monthly Benefit Level, but higher than either the Options 3 or Option 4 post-65 Monthly Benefit Level.

b. Option 3: The Option 3 Monthly Benefit Level before age 65 is higher than either the Option 1 or Option 2 pre-65 Monthly Benefit Level. The Monthly Benefit Level decreases when the Eligible Retiree attains age 65 and is lower than either the Option 1 or Option 2 post-65 Monthly Benefit Level, but higher than the Option 4 post-65 Monthly Benefit Level.

c. Option 4: The Option 4 Monthly Benefit Level before age 65 is higher than all other Options pre-65 and provides the highest Monthly Benefit Level pre-65. The Monthly Benefit Level decreases when the Eligible Retiree attains age 65 and is lower than all other Options post-65 and provides the lowest Monthly Benefit Level post-65.

(3) Default Option: An Eligible Retiree who does not make an election within the time provided in the Notice in the retirement packet will have his or her Monthly Benefit Level calculated pursuant to Option 1 with an adjustment for the lifetime Surviving Spouse benefit, pursuant to Section 3.2(a)(4)(A) below.

(4) Adjustment of Benefit Level for Lifetime Surviving Spouse Benefit. An Eligible Retiree who first becomes eligible for benefits under the Plan on or after August 1, 2023, will have a one-time opportunity to elect between: (A) a lifetime Surviving Spouse benefit, with an actuarial reduction to the Eligible Retiree's Monthly Benefit Level under Options 1-4; or (B) a Surviving Spouse benefit up to Medicare Eligibility of the Surviving Spouse, without an actuarial reduction to the Eligible Retiree's Monthly Benefit Level under Options 1-4. The Trust Office will provide the Monthly Benefit Levels under Options 1-4 with and without the actuarial reduction in the retirement packet. An election shall be irrevocable once made in writing. Appendix D attached hereto includes examples of calculations of all Options 1-4 with the actuarial reductions for the lifetime Surviving Spouse benefit and provides the Lifetime Surviving Spouse Benefit Actuarial Factors Table for calculating those actuarially reduced Monthly Benefit Levels. These examples show the Eligible Retiree's Monthly Benefit Level during the life of the Eligible Retiree and do not reflect the reduction for the Surviving Spouse's Monthly Benefit Level pursuant to Section 3.2(c) hereof. If the Eligible Retiree has selected Option 2, 3 or 4 and dies before age 65, the Surviving Spouse's Monthly Benefit Level will adjust based upon the post-65 Monthly Benefit Level of the Eligible Retiree on the date that the Eligible Retiree would have attained age 65.

(b) Modifications.

(1) The Trustees reserve the right and power to increase or decrease the Unit Multiplier in effect from time to time, and the new Unit Multiplier may apply to some or all current and/or future Beneficiaries, as determined by the Trustees.

(2) The Trustees reserve the right and power to modify the Monthly Benefit Levels set forth in Option 2, Option 3, and Option 4 above.

(c) Surviving Spouse. The Monthly Benefit Level for a Surviving Spouse shall be 50% of the Monthly Benefit Level of the Eligible Retiree, with or without Surviving Children. If the Eligible Retiree elects a lifetime Surviving Spouse benefit, the Surviving Spouse's benefit will be 50% of the Eligible Retiree's actuarially reduced Monthly Benefit Level. If the Eligible Retiree dies before making a selection among the Monthly Benefit Level options pursuant to Subsection 3.2(a) hereof, the Surviving Spouse must elect both of the following within the time provided in the Notice in the retirement packet: (A) one of Options 1-4 under Section 3.2(a) hereof (currently determined in accordance with Sections 3.2(a)(1)-(a)(2) hereof) and (B) one of the options under Section 3.2(a)(4) hereof. A Surviving Spouse who does not make an election within the time provided in the Notice in the retirement packet will have his or her Monthly Benefit Level calculated pursuant to Section 3.2(a)(3) hereof. There shall be no Surviving Spouse benefits for a spouse of an Alternate Payee on the death of the Alternate Payee. The Surviving Spouse can use his or her Monthly Benefit Level to reimburse Covered Expenses of Surviving Children.

(d) Surviving Children. If there is no Surviving Spouse, Surviving Children may receive the equivalent of the Surviving Spouse benefit, divided between or among the Surviving Children who have submitted a claim. There shall be no survivor benefits for the family or dependents of an Alternate Payee on the death of the Alternate Payee, except that the Children from the marriage of the Eligible Retiree and Alternate Payee shall continue to have Surviving Child benefits calculated based upon the Monthly Benefit Level of the Alternate Payee, which shall commence as stated in Section 3.3(c) hereof.

(e) Line of Duty Death. Notwithstanding the foregoing:

(1) Surviving Spouse. The Surviving Spouse of an Employee who suffers a Line of Duty Death shall be entitled to make an election between the following two options: Monthly Benefit Level under Section 3.2(c) hereof; or an Individual Account under Section 3.5 equal to Pooled Contributions made on the Employee's behalf. The Surviving Spouse must elect between the above options within the time provided in the Notice in the retirement packet. Any such election shall be irrevocable once made in writing. A Surviving Spouse who does not make an election within the time provided in the Notice in the retirement packet will be defaulted to a Monthly Benefit Level calculated pursuant to Section 3.2(a)(3) hereof.

(2) Surviving Child(ren). If there is no Surviving Spouse, the Surviving Child(ren) of an Employee who suffers a Line of Duty Death shall be entitled to the options described above in Section 3.2(e)(1), which benefits shall terminate in accordance with Section 3.4(c) or (f), as applicable.

(f) Eligible Retiree with Short Service – Credit to Accumulated Benefit.

(1) Amount of Benefits. There shall be no monthly limit on the benefit payment for an Employee who becomes an Eligible Retiree pursuant to Section 2.1(a)(5) (i.e., who does not earn five years of Active Service, known as “Short Service”). Eligible Retirees with Short Service, and his or her Beneficiaries, shall be entitled to reimbursement for Covered Expenses at any time after separation from employment with all Participating Employers. The amount of the total Pooled Contributions submitted on his or her behalf (without any allocation for investment returns thereon) shall be credited to the Eligible Retiree’s Accumulated Benefit. If an Eligible Retiree with Short Service receives a Lump Sum Transfer that transfer shall be credited to the Eligible Retiree’s Individual Account. There shall be no monthly maximum amount on a claim so long as all claims are for reimbursement of a Covered Expense (i.e., the Monthly Benefit Level calculated pursuant to Section 3.2(a) does not apply to benefits under this Section).

(2) Survivor Benefits. A Surviving Spouse of an Eligible Retiree with Short Service, or the Surviving Spouse of any other Eligible Retiree with a positive Accumulated Benefit and/or Individual Account, shall be entitled to reimbursement of Covered Expenses from the remaining Accumulated Benefit and Individual Account following the death of the Eligible Retiree until the Accumulated Benefit and Individual Account balance has been exhausted. If there is no Surviving Spouse, then the Surviving Children shall be entitled to reimbursement of Covered Expenses from the Accumulated Benefit and Individual Account until the Accumulated Benefit and Individual Account balance has been exhausted or the Surviving Children no longer meet the definition of Surviving Children set forth in Section 1.6 above, whichever occurs first.

(3) Possible Forfeiture. Any balance left in the Accumulated Benefit and Individual Account upon the death of the Eligible Retiree and all of his or her surviving Beneficiaries, or at the time the Surviving Children no longer meet the definition of Surviving Children, will forfeit to the Plan.

(4) Return to Employment. Accumulated Benefit and Individual Account payments shall be suspended on the date that the Eligible Retiree again becomes employed by a Participating Employer; provided however that upon cessation of all employment with Participating Employers, benefit payments shall resume. A Surviving Spouse, who is also an Employee, shall be eligible to receive Surviving Spouse benefits regardless of employment with a Participating Employer.

(g) Alternate Payees Under QDROs. The Monthly Benefit Level, Individual Account, and/or Accumulated Benefit for an Alternate Payee pursuant to a QDRO will be determined as described in this section. A QDRO may award an Alternate Payee a portion of the Employee's Monthly Benefit Level and corresponding ASUs and/or a portion of the Accumulated Benefit and Individual Account.

(1) Designation of Portion of Benefit and Actuarial Adjustment. A QDRO may designate a fixed amount or a percentage of the Employee's or Eligible Retiree's Monthly Benefit Level and/or Accumulated Benefit and/or Individual Account earned during the marital period, as defined in the QDRO, to the Alternate Payee. No other method of division of the Employee's or Eligible Retiree's benefit shall be permitted. The Trust Office, in consultation with the Plan's actuary, shall convert the Monthly Benefit Level thus designated for the Alternate Payee into an actuarially adjusted Monthly Benefit Level of the Alternate Payee, based on the Alternate Payee's age and the month that commencement of benefits is first available to the Alternate Payee.

(2) Modification of Alternate Payee Monthly Benefit Level. The Monthly Benefit Level of the Alternate Payee shall change from time to time, based on changes to the Unit Multiplier and otherwise, in the same manner and percentage as the Employee's or Eligible Retiree's monthly benefit changes. These changes may occur before or after the commencement of benefit payments to the Alternate Payee.

**3.3 Commencement of Benefits for Regular Beneficiaries.** Benefits for Regular Beneficiaries shall commence as set forth in this Section 3.3.

(a) Eligible Retiree. An Employee shall be entitled to benefits upon meeting the eligibility requirements of Section 2. If an Eligible Retiree does not submit claims following initial eligibility or any month thereafter, the unused benefits will be credited to his or her Accumulated Benefit. An Employee who is an Eligible Retiree pursuant to Sections 2.1(a)(6)(a) or 2.1(a)(6)(b) may commence benefits from their Individual Account at any time after separation from employment with all Participating Employers, without commencing benefits from their monthly Benefit Level.

(b) Return to Employment. Benefit payments shall be suspended on the date that the Eligible Retiree again becomes employed by a Participating Employer; provided however that upon cessation of all employment with Participating Employers, benefit payments shall resume. A Surviving Spouse, who is also an Employee, shall be eligible to receive Surviving Spouse benefits regardless of employment with a Participating Employer.

(c) Survivors.

(1) General. The Surviving Spouse of an Eligible Retiree shall be entitled to benefits starting the month after the death of the Eligible Retiree. If there is no Surviving Spouse, an Eligible Retiree's Surviving Child shall be entitled to receive

monthly benefit payments equivalent to the Surviving Spouse benefit, divided between Surviving Children, starting the month after the death of the Eligible Retiree.

(2) Pre-Age 53 Death.

a. A Surviving Spouse of an Employee or Eligible Retiree who dies prior to the Eligible Retiree's or Employee's age 53 shall be entitled to benefits for a period of twenty-four (24) consecutive months starting in the month after the death (or he/she could elect to commence benefits at a later date, which would then run for no longer than 24 consecutive months), unless the Eligible Retiree was receiving an actuarially reduced Monthly Benefit Level under Section 3.2(a)(1)(c) prior to his/her death, and in that case there shall be no suspension of benefits after 24 months.

b. If the deceased Employee would have attained age 53 by the end of the twenty-four consecutive month period, then benefits will continue to the Surviving Spouse. If the deceased Employee would not have attained age 53 by the end of the 24 months, then benefit payments to the Surviving Spouse will be suspended until the month that the deceased Employee would have attained age 53, at which time benefits shall resume.

c. If there is no Surviving Spouse, the Surviving Child(ren) of a deceased Eligible Retiree or Employee shall be entitled to receive the monthly benefit payment equivalent to, and on the same schedule as the Surviving Spouse as described above in this Section 3.3(c)(2) hereof (including suspension of benefits after 24 months, if the Employee would not have attained age 53 yet), divided between the Surviving Children based upon claims submitted.

(3) Line of Duty Death. A Surviving Spouse, or Surviving Child if there is no Surviving Spouse, of an Employee who suffers a Line of Duty Death shall be entitled to benefits starting the month after the death of the Employee. The suspension of benefit payments under Section 3.3(c)(2) for pre-age 53 death shall not apply.

(d) Alternate Payee. An Alternate Payee, pursuant to a QDRO, may commence receiving benefits at a time specified in the QDRO, but no earlier than the earliest date that the Employee would be eligible to begin receiving benefits, if the Employee ceased employment with the Participating Employer on such date. The Surviving Children of the marriage of the Eligible Retiree and Alternate Payee shall commence receiving benefits starting the month after the death of the Alternate Payee.

(e) Segregation of Benefits During Pendency of QDRO. Upon receipt of notice from the Employee or Alternate Payee to the Trust Office of the intent to split the Employee's benefits pursuant to a QDRO, the Trust Office will segregate 50% of the Employee's

Monthly Benefit and/or Accumulated Benefit and/or Individual Account, or such other percentage or amount that the Employee and Alternate Payee together designate in writing to the Trust Office. The benefits will be segregated for a period of up to 18 months. A portion or all of segregated amounts will be paid to the Alternate Payee, in accordance with the rules of this Plan including the actuarial adjustment under Section 3.2(g)(1) hereof, upon satisfaction of all applicable legal requirements and presentation to the Trust Office of a court certified domestic relations order that the Trust Office approves as a QDRO. The segregated benefits will be released to the Employee, subject to the rules of this Plan, if the Alternate Payee fails to secure a QDRO within 18 months from the date that segregation of benefits began, and the Trust Office will cease segregating benefits at that time.

### **3.4 Termination of Benefits.**

(a) Eligible Retirees. An Eligible Retiree's monthly benefit under Section 3.2(a) shall terminate on the date of the Eligible Retiree's death. Claims for Covered Expenses incurred by the Eligible Retiree, which are properly and timely submitted on behalf of the deceased Eligible Retiree after death, will be paid for the months through and including the month in which the Eligible Retiree died, at the rate of the Monthly Benefit Level for that Eligible Retiree.

(b) Surviving Spouse. Payment of the Monthly Benefit Level to a Surviving Spouse under Section 3.2(c) hereof will terminate upon the date of the Surviving Spouse's death, unless the Eligible Retiree elects a Surviving Spouse benefit terminating at Medicare Eligibility, pursuant to Section 3.2(a)(4) hereof.

(1) Claims after Death. Claims for Covered Expenses incurred by the Surviving Spouse, which are properly and timely submitted on behalf of the deceased Surviving Spouse after death, will be paid for the months through and including the month in which the Surviving Spouse died, at the rate of the Monthly Benefit Level for the Surviving Spouse.

(2) Surplus Leave Benefit for Surviving Spouse. In the following circumstances, notwithstanding other sections of the Plan, the Plan shall pay benefits to the Surviving Spouse after he/she is Medicare Eligible, even though the Eligible Retiree elected a Surviving Spouse benefit terminating at Medicare Eligibility pursuant to Section 3.2(a)(4), and subject to the following rules:

a. Circumstances for Surplus Leave Benefit. The following three circumstances must exist for a Surviving Spouse to qualify for a Surplus Leave Benefit.

(i) The Eligible Retiree had a Lump Sum Transfer conversion under Section 2.2(b) in which the Trust Office converted a Lump Sum Transfer into ASUs.

(ii) The amount of the Lump Sum Transfer was greater than the added value of the benefits received from the conversion by the Eligible Retiree and Surviving Spouse prior to Medicare Eligibility of the Surviving Spouse, or prior to the date of death of both Eligible Retiree and Surviving Spouse. For example: The Lump Sum Transfer was \$4,000 and it added \$50/month to the monthly benefit; and the Eligible Retiree and spouse received that additional \$50 benefit for a total of 10 months (so received \$500 from the conversion in monthly benefit payments).

(iii) Eligible Retiree elected Surviving Spouse benefit terminating at Medicare Eligibility pursuant to Section 3.2(a)(4) hereof.

b. Rules for Calculation of Surplus Leave Benefit.

(i) The Trust Office will calculate the Surplus Leave Benefit by deducting the total monthly benefits paid to the Eligible Retiree from the amount of the Lump Sum Transfer that was converted, taking into consideration actuarial factors. The excess actuarial value of the Lump Sum Transfer over the benefits paid is the amount of the Surplus Leave Benefit.

(ii) The Trust Office will credit the Surplus Leave Benefit to an Individual Account. Termination of benefits to the Surviving Spouse from the Individual Account will be determined under Section 3.5(e) hereof. The Monthly Benefit Level of the Surviving Spouse will terminate pursuant to Sections 3.2(a)(4) and 3.4(b) hereof.

(c) Surviving Child(ren). Benefit payments under the Plan for the Surviving Child(ren) of an Eligible Retiree shall terminate on the date that the last Surviving Child no longer meets the definition of Child under the Plan or the date of death of the last Surviving Child.

(d) Accumulated Benefit. A Beneficiary's Accumulated Benefit will terminate when the Accumulated Benefit balance reaches zero or on the death of all Beneficiaries, whichever occurs first, except that the Accumulated Benefit of a Surviving Child will terminate upon loss of Child status under Section 1.6 hereof. A Beneficiary's Accumulated Benefit may resume in the future if he or she subsequently receives an allocation of unused monthly benefits. Reimbursement of Covered Expenses to Alternate Payees from an Accumulated Benefit shall terminate when the Accumulated Benefit balance is exhausted. Any such balance remaining on the death of the Alternate Payee may be used for reimbursement of Covered Expenses of the Surviving Children of the marriage of the Employee and the Alternate Payee.



(e) Forfeiture of Accumulated Benefit. Any amount of the Accumulated Benefit remaining upon the death of all Beneficiaries (or when no child meets the definition of Surviving Child in Section 1.6 hereof) will forfeit to the Plan.

(f) Line of Duty Death. Benefit payments under the Plan to a Surviving Spouse of an Employee who suffers a Line of Duty Death shall terminate as set forth in this Plan for termination of benefits for a Surviving Spouse, except that if the Surviving Spouse opted to receiving benefits under Section 3.5 (Individual Account), then the Surviving Spouse's benefit coverage will terminate when the Individual Account balance is exhausted.

(g) Alternate Payees Under QDROs. The monthly benefits for an Alternate Payee under a QDRO shall terminate on the first of the month following the date of the Alternate Payee's death. An Alternate Payee's monthly benefit shall not be suspended if the Employee on whom it is based returns to employment with a Participating Employer.

(h) Short Service Retirees. Reimbursement of Covered Expenses from Accumulated Benefit and/or Individual Account under Section 3.2(f), and other Sections hereof, will terminate when both the Accumulated Benefit and Individual Account balances are exhausted. Any balance remaining upon the death of the Eligible Retiree may be used for Surviving Spouse's or Surviving Children's Covered Expenses. Any balance remaining upon the death of the Surviving Spouse and Surviving Children (or when no child meets the definition of Surviving Child) shall forfeit to the Plan.

### **3.5 Benefits From Individual Accounts for Account Beneficiaries.**

(a) Individual Account. An Account Beneficiary, pursuant to Section 2.1(b) hereof, is entitled to reimbursement of Covered Expenses from his or her Individual Account. The balance in the Individual Account shall include the following:

- (1) Lump Sum Transfers;
- (2) Retiree Contributions;
- (3) Surplus Leave Benefits pursuant to Section 3.4(b)(2)(b)(ii);
- (4) Pooled Contributions upon election of Individual Account benefit in the following circumstances: Line of Duty Death under Section 3.2(e); or Eligible Retiree with Disability Pension Benefits under Section 2.1(a)(6)(b);
- (5) Investment earnings and losses on the Individual Account, as long as the balance is above \$1,000;
- (6) Debits for administrative expenses specific to administration of the Individual Accounts, and for benefit payments, according to rules set by the Trustees.

(b) Selection of Investments for Individual Account. In accordance with the rules set by the Trustees, Beneficiaries may select an investment option for their Individual Account balance by returning the election form within the deadline provided in the notice received from the Trust Office, either (1) upon the initial establishment of the Individual Account, or (2) during the annual investment selection period. The investment selected during these two periods will remain in place until the next annual investment selection period. Beneficiaries may not select an investment option for their Individual Account during any other period (*e.g.*, no change in investment selection when the Individual Account receives additional funding). Employees, but not Eligible Retirees or Surviving Beneficiaries, may also elect to convert their Individual Account balance to Active Service Units pursuant to Section 2.2(b)(1) hereof during the annual investment selection period.

(c) Benefit Payment Amount From Individual Account. There shall be no maximum amount on a claim against the Individual Account, as long as all claims are for reimbursement of Covered Expenses (*i.e.*, the monthly Unit Multiplier calculation does not apply to Individual Accounts) and the claim does not exceed the Individual Account balance.

(d) Commencement of Individual Account Benefits to Surviving Beneficiaries. Upon the death of the Eligible Retiree, the Surviving Spouse will be entitled to reimbursement from the Individual Account. If there is no Surviving Spouse, and there are Surviving Children, the Children will be entitled to reimbursement from the Individual Account based upon the date of submission of their claim, with the claims reimbursed in the order received, as long as they meet the definition of Child under Section 1.6. The benefits to surviving Beneficiaries will be according to the rules set forth in this Section 3.5.

(e) Termination of Benefits From Individual Account. Reimbursement from the Individual Account will terminate when the Individual Account balance reaches zero. Provided that, if a Participating Employer is currently making periodic Retiree Contributions to a Contributory Retiree's Individual Account and the balance is zero, the Individual Account shall remain open to receive those Retiree Contributions. When the Retiree Contributions are terminated pursuant to the Collective Bargaining Agreement, the Individual Account will be administered the same as all other Individual Accounts.

(f) Suspension of Benefit Payments From Individual Account. Benefit payments from an Individual Account shall be suspended on the date that the Eligible Retiree again becomes employed by a Participating Employer. Upon cessation of all employment with all Participating Employers, benefit payments shall resume. A Surviving Spouse, who is also an Employee, shall be eligible to receive Surviving Spouse benefits regardless of employment with a Participating Employer.

(g) Forfeitures. Any balance left in the Individual Account upon the death of the Eligible Retiree and his or her surviving Beneficiaries will forfeit to the Plan.

(h) Alternate Payee Under QDRO With Individual Account. If ordered in the QDRO, the Trust Office shall establish an Individual Account in the name of the Alternate Payee, and transfer the percentage of the Individual Account balance from the Employee's or Eligible Retiree's Individual Account to that account, as specified in a QDRO. The provisions of this Section 3.5 shall apply to the Individual Account of the Alternate Payee on the same terms as the Individual Account of an Eligible Retiree, except as follows:

- (1) Commencement of Benefits From Individual Account. Benefit payments for reimbursement of Covered Expenses from the Individual Account shall commence on the date designated in the QDRO.
- (2) Surviving Beneficiaries. There shall be no survivor benefits for the family or dependents of an Alternate Payee on the death of the Alternate Payee, except that the Children from the marriage of the Eligible Retiree and the Alternate Payee shall continue to have Surviving Child benefits from the balance of the Individual Account of the Alternate Payee, as long as they continue to meet the definition of Surviving Child in Section 1.5 hereof.

(i) Modification of Rules. The Trustees may amend the rules for benefit payments from Individual Accounts that may apply to current and/or future Beneficiaries, including Alternate Payees.

### **3.6 Claim Procedure.**

(a) Documentation Required for Claims. To make a claim for Plan benefits, Beneficiaries must present independent third-party documentation of the following:

- (1) The date that medical services or supplies were provided (which date must be prior to submission of the claim), or the dates of coverage for insurance premiums;
- (2) The medical services or supplies, designated as Covered Expenses in Section 1.11(b) hereof, or type of insurance premiums, designated as Covered Expenses in Section 1.11(a) or (c) hereof; and
- (3) The Beneficiary's proof of payment of the Covered Expenses, as defined in Section 1.11 hereof.

Along with the above documentation, Beneficiaries must submit a completed claim form, approved by the Trustees, to the Trust Office. Documentation must be submitted for each medical expense reimbursement claim under Section 1.11(b) hereof. See Section 3.6(c) below for frequency of documentation of recurring premium claims under Sections 1.11(a) and (c) on or after January 1, 2024.

The Trust Office may establish reasonable procedures and charge reasonable fees for processing benefit claims and QMCSO and QDRO.

(b) Proof of Payment of Covered Expense. Prior to issuing payment, the Trust Office shall review such documentation, and determine whether to grant or deny coverage under the Plan. Documentation of proof of payment under Section 3.6(a)(3) above shall include, but not be limited to, the following, subject to Trust Office verification, as determined by the Trustees in their sole discretion:

- (1) Canceled check drawn to the name of the insurance provider or medical services or supplies provider, bank statement showing check payment, or credit card statement showing payment;
- (2) Copy of confirmation of electronic payment to the insurance provider or medical services or supplies provider, including pension plan statement showing premium payment deduction; or
- (3) Receipt for payment from the medical insurance provider or medical services or supplies provider.

(c) Documentation for Reimbursement of Recurring Monthly Premiums. For reimbursement of recurring monthly premium payments:

- (1) At least annually, the Trust Office must receive the completed and signed claim form of the Trust and documentation that satisfies the requirements of Subsection 3.6(a).
- (2) For each monthly premium reimbursed for insurance coverage in effect on or after January 1, 2024, except Medicare premiums reimbursed pursuant to Subsection (3) below, the Trust Office must receive documentation that satisfies the requirements of Subsection 3.6(b), showing proof of the Beneficiary's payment of the same monthly premium that the Beneficiary claimed and documented pursuant to the annual documentation requirements in Subsection (1) above.
- (3) For reimbursement of recurring monthly Medicare premiums deducted from Social Security payments, the Trust Office must receive at least once a year, and upon request, the completed and signed claim form of the Trust and the Beneficiary's annual Social Security Administration statement showing the amounts deducted from the Beneficiary's Social Security payments for Medicare premiums.

(d) Right to Appeal. If the Trust Office denies coverage, in whole or part, on the Beneficiary's claim or the Plan takes other action adverse to the Beneficiary, the Beneficiary may appeal the denial of coverage or any other adverse benefit determination of the Plan, by taking action pursuant to Section 4.3 hereof.

(e) Benefits Payable Only to Beneficiary. If the Trust Office grants coverage on the Beneficiary's claim, all Plan benefits are personal to the Beneficiary and payable only to

the Beneficiary, except as provided in Section 3.5(f), regarding Beneficiary deemed to be incompetent, or pursuant to a QDRO or QMCSO under federal law. If the Trust Office denies coverage, the Beneficiary may appeal the denial of coverage or any other adverse benefit determination of the Trust Office under Section 4.3 hereof.

(f) Claim Deadline. Claims for Plan benefits must be submitted no later than March 31<sup>st</sup> of the following year from the date on which the Beneficiary made the payment of Covered Expenses. For example, all Covered Expenses for which the Beneficiary made payment in the year 2023 must be submitted for reimbursement no later than March 31, 2024. However, the Trust Office may waive the deadline for good cause shown, according to guidelines set by the Trustees. Subject to Section (g) below, unless specifically provided by law, the Trust Office shall not make any payments on behalf of or distributions to any person entitled to any benefits except to a Beneficiary personally or pursuant to a Qualified Domestic Relations Order or Qualified Medical Child Support Order under federal law.

(g) Incompetent Beneficiary. If a Beneficiary is deemed to be incompetent by a lawful judicial forum, then the Trust Office may pay any benefit claims payment to the person that the judicial forum has appointed as the Beneficiary's representative, and the Beneficiary's representative may submit claims and take action on the Beneficiary's behalf, subject to the requirements of this Section 3.6. The Trustees shall not be under any duty to oversee the application of funds so paid, and receipt by the Beneficiary's representative shall be full acquittance to the Trustees, the Trust Office, and the Plan.

(h) Authorized Representative. Nothing in this Agreement shall preclude a Beneficiary from appointing an authorized representative to act on his or her behalf with respect to a benefit claim or appeal of an adverse benefit determination. The Beneficiary must submit such a request in writing to the Trust Office, who will then verify the appointment. When a Beneficiary designates an authorized representative to act and receive notice on his or her behalf with respect to a claim, the Trust Office will, in the absence of a contrary direction from the Beneficiary, direct all information and notification to which the Beneficiary is otherwise entitled to the representative authorized to act on the Beneficiary's behalf with respect to that aspect of the claim.

(i) Enforcement of Rights. A Beneficiary or Employee who does not have a claim for current Covered Expenses, but seeks to enforce his or her rights under the terms of the Plan or seeks to clarify his or her rights to future benefits or eligibility under the terms of the Plan, may submit a written request to the Trust Office explaining his or her position and asking for a decision or clarification. The Beneficiary or Employee should enclose any relevant documentation supporting the request. If the Beneficiary or Employee is not satisfied with the decision of the Trust Office, the Beneficiary or Employee may request an appeal of the Trust Office's decision to the Board of Trustees pursuant to Section 4.3 hereof. An Alternate Payee shall have authority to submit claims for Covered Expenses of Children from the marriage of Eligible Retiree and Alternate Payee.

### **3.7 Prohibition of Assignment and Protection From Creditors.**

(a) No Assignment or Encumbrance of Benefits. No benefit payment under this Plan shall be subject in any way to assignment, alienation, sale, transfer, pledge, attachment, garnishment, or encumbrance of any kind. Any attempt by the Employee or Beneficiary, or any other person or entity, to assign, alienate, sell, transfer, pledge, attach, garnish or encumber the benefits or monies due from this Plan, whether for current or future benefits, shall be void. The Plan shall not honor any direct or indirect arrangement, whether revocable or irrevocable, whereby a person or entity acquires or receives from an Employee or Beneficiary any right or interest under this Plan for part or all of the Employee's or Beneficiary's current or future benefit payments. Any such arrangement shall be void under this Plan.

(b) No Assignment of Rights Under Law. Any attempt by the Employee or Beneficiary, or any other person or entity, to assign, alienate, sell, transfer, pledge, attach, garnish or encumber the Employee's or Beneficiary's rights under this Plan shall be void, including but not limited to, the right to bring any action in court, file a lawsuit or appeal a coverage determination, the right to enforce rights or eligibility under the Plan, the right to benefits or eligibility under the Plan, the right to clarify rights to future benefits or eligibility under the Plan, and the right to request copies of Plan documents or annual reports. The Plan shall not honor any direct or indirect arrangement, whether revocable or irrevocable, whereby a person or entity acquires or receives from an Employee or Beneficiary any such right. Any such arrangement shall be void under this Plan.

(c) Protection of Benefits From Creditors. The Plan and Trust Fund are exempt from all claims from creditors or other claimants and from all orders, decrees, garnishments, executions, and legal processes or proceedings, except in connection with QMCSOs or QDROs.

## **SECTION 4. CLAIM APPEAL PROCEDURES**

**4.1 Beneficiary's Duty to Notify Trust Office of Claim.** The Beneficiary is required to notify the Trust Office of his or her claim for benefits pursuant to Section 3.6 hereof, before he or she is entitled to either receive benefits under this Plan, or appeal a decision of the Trust Office denying a request for benefits.

### **4.2 Acceptance or Denial of Claims by the Trust Office.**

(a) Standard Claim Decision – Timing. The Trust Office shall consider each claim for Plan benefits and determine whether to grant or deny coverage under the Plan. Subject to Sections 4.2(b) and 4.2(c) hereof, the Trust Office shall send written notification of its decision to the Beneficiary not later than thirty (30) days after receipt of the Beneficiary's claim. This thirty (30) day period shall commence upon the Trust Office's receipt of a claim form or other request for reimbursement from the Beneficiary, irrespective of whether the Beneficiary has provided all of the documentation and information necessary

for it to determine the claim. If coverage is granted, the Beneficiary shall receive payment pursuant to Section 3.6. If the claim is denied, the Beneficiary has the right to appeal the claim, pursuant to Section 4.3 hereof and the Plan's appeal procedures, if any, available from the Trust Office.

The denial notification shall include the following information:

- (1) The specific reason(s) for such denial;
- (2) Specific reference to the Plan provisions upon which the denial is based;
- (3) A statement that the Beneficiary is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the Beneficiary's claim for benefits;
- (4) A description of any additional material or information necessary for the Beneficiary to perfect the claim and an explanation of why such material or information is necessary;
- (5) A statement identifying any internal rules, guidelines, protocols, or other similar criteria relied upon in the denial, copies of which will be provided free of charge to a Beneficiary upon request;
- (6) An explanation of the Plan's appeal procedures, if any, with respect to the denial of benefits and a statement of the Beneficiary's right to bring an action under ERISA Section 502(a) after exhausting the Plan's appeal procedures; and
- (7) A description of the Plan's limitation period for filing a lawsuit against the Plan for benefit payments, as stated in Section 4.4(b) hereof.

(b) Extension of Time – Special Circumstances. If the Trust Office determines that special circumstances require an extension of time for processing the claim, written notice of the extension shall be furnished to the Beneficiary prior to the termination of the initial thirty (30) day period referenced in Section 4.2(a) hereof. The Trust Office's extension notice shall: (i) inform the Beneficiary that it needs the extension; (ii) explain the special circumstances that require the extension; (iii) identify any additional information it may need from the Beneficiary (if the extension is needed due to insufficient information); and (iv) confirm the date by which the Trust Office expects to render a benefit determination. In no event shall such extension exceed a period of fifteen (15) days from the end of the initial 30-day period. In the event that additional information is needed from the Beneficiary and the Beneficiary fails to submit all necessary information and documentation to allow the Trust Office to decide the claim by the end of the tolling period in Section 4.2(c) hereof, the Trust Office may not further extend the time for making its

decision on the claim, unless the Beneficiary agrees in writing to further extend the deadline.

(c) Tolling of Claim for Time to Submit Claim Information and Documentation. The Beneficiary shall be allowed at least forty-five (45) days from his or her receipt of the Trust Office's request for additional information within which to provide the Trust Office with the additional information requested. In such case, the 15-day extension period, and any remaining portion of the initial 30-day period for the Trust Office to decide the claim, is tolled from the date on which the request for additional information is received by the Beneficiary. This tolling period shall expire on the earlier of: (i) the date that the Trust Office receives a response from the Beneficiary, without regard to whether the Beneficiary's response provides all of the information and documentation requested and necessary for the Trust Office to decide the claim; or (ii) the date of the deadline established by the Trust Office for the Beneficiary to furnish the requested information (i.e., at least 45 days from the Beneficiary's receipt of the request). Nothing in this Section shall preclude the Beneficiary from voluntarily agreeing to provide the Trust Office additional time within which to make a decision on a claim.

**4.3 Appeal Procedures.** Beneficiaries and any person who claims to be entitled to benefits under this Plan shall follow the provisions in this Section 4.

(a) Exclusive Procedures. The procedures specified in this Section, together with any written hearing procedures adopted by the Trustees, shall be the exclusive procedures available to a person dissatisfied with an eligibility determination, benefit claim decision or response to written request pursuant to Section 3.6(i) hereof, or to a person who is otherwise adversely affected by any action of the Trustees.

(b) Request for Hearing. Any person whose claim has been denied may appeal to the Trustees to conduct a hearing in the matter, provided that he or she requests the hearing in writing within one hundred eighty-one (181) calendar days after receipt of notification of the denial of benefits or other adverse determination. The letter requesting a hearing should also indicate the reasons why the Beneficiary believes that the grounds for denial of benefits are inapplicable. The Beneficiary may request and examine documents pertinent to the denial and may submit written comments, documents, records and other information relating to the claim for benefits to the Trustees. The Beneficiary shall also be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Beneficiary's claim for benefits.

(c) Hearing Procedures. The Trustees shall conduct a hearing at the next regularly scheduled meeting of the Board of Trustees, unless the request for review is received by the Trustees within thirty (30) days preceding the date of such meeting. In such case, the hearing will be conducted no later than the date of the second meeting following the Trustees' receipt of the request for review. If special circumstances require a further extension of the time for processing, a benefit determination shall be rendered not later than the third meeting of the committee or board following the Plan's receipt of request for review. If such an extension of time for review is required because of special



circumstances, the Trustees shall notify the claimant in writing of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. The Trustees will review all comments, documents, records and other information submitted by the Beneficiary related to the claim, regardless of whether such information was submitted or considered in the initial benefit determination. The Beneficiary shall be entitled to present his or her position and any evidence in support thereof at the hearing. The Beneficiary may be represented by an attorney or any other representative of his or her choosing at the Beneficiary's expense.

(d) Decision After Appeal Hearing. No later than five (5) days after the benefit determination related to the hearing is made, the Trustees shall notify the claimant of the determination on review by issuing a written decision, affirming, modifying or setting aside the former decision. Any notification of a denial of benefits shall include the following information:

- (1) The specific reason(s) for such denial;
- (2) Specific reference to the Plan provisions upon which the denial is based;
- (3) A statement that the Beneficiary is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the Beneficiary's claim for benefits;
- (4) A description of any additional material or information necessary for the Beneficiary to perfect the claim and an explanation of why such material or information is necessary;
- (5) A statement identifying any internal rules, guidelines, protocols, or other similar criteria relied upon in the denial, copies of which will be provided free of charge to the Beneficiary upon request; and
- (6) An explanation of the Beneficiary's right to bring an action in federal court under ERISA Section 502(a), after exhausting the Plan's appeal procedures.

#### **4.4 Right to Court Review, Time Limit to Bring Lawsuit.**

(a) Exhaustion of Internal Appeal Procedures. An Employee or Beneficiary who is dissatisfied with an eligibility determination, benefit award or response to written request pursuant to Section 3.6(i) hereof, must first exhaust the procedures in this Section 4 before bringing an action in court.

(b) Limitation Period for Filing a Lawsuit Against the Trust. A Beneficiary has the right to bring action as described in Section 4.4(a) hereof in federal court, pursuant to ERISA Section 502(a), no later than one year after the exhaustion of administrative

remedies, which means the date of the written decision by the Board of Trustees on an appeal of a denied benefit claim, or other complaint described in Section 3.6(i).

## SECTION 5. MISCELLANEOUS

**5.1 Limitation of Rights.** Neither the establishment of the Plan and the Trust, nor any modifications thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving any Beneficiary or other person any legal or equitable right of action, or any recourse against the WSCFF or its employees, the Trust or its employees, or the Trustees, except as provided in this Plan and the Trust Agreement.

**5.2 Applicable Laws and Regulations.** Reference in this Plan to any particular sections of any local, state or federal statute shall include any regulation pertinent to such sections and any subsequent amendments to such sections or regulations. Except where this Plan is subject to Washington law, this Plan and the Fund shall be guided by ERISA.

**5.3 Confidentiality.** It is agreed and understood that each Beneficiary who applies for benefits under this Plan is entitled to the same rights and consideration, including the right of confidentiality, and the Trustees shall not be required to nor shall they reveal to any other persons, including the WSCFF, its officers, agents or employees, any matters revealed to them in confidence by such Beneficiary in the course of his or her application for benefits, except to the extent required by law.

**5.4 Trustee Authority.** The Trustees shall have the authority and broad discretion to determine eligibility for benefits, to interpret and apply the provisions of this Trust and Plan, or of the benefit plans, or of their own motions, resolutions and administrative rules and regulations, or of any contract, instruments, or writings they may have entered into or adopted. The Trustees' decision shall be binding and conclusive.

**5.5 Divorce Court Orders: QDRO and QMCSO Review Costs and Procedures.** The Trustees shall adopt reasonable procedures for accepting, evaluating, approving, and administering QDROs and QMCSOs. The Trust reserves the right to deduct the reasonable costs associated with reviewing and implementing a QDRO (or order proposed as a QDRO), or a QMCSO from the benefits payable to the Eligible Retiree or Beneficiary, according to rules set by the Trustees.

**5.6 Missing Participant Policies and Procedures.** The Trustees shall establish policies and procedures for searching for Missing Participants and shall transmit those policies and procedures to the Trust Office in writing. Each Employee and Beneficiary in this Plan has the duty to inform the Trust Office of changes in his or her contact information, including but not limited to mailing address, cell phone number, and personal email address.

## SECTION 6. AMENDMENTS AND TERMINATION

In order that the Board of Trustees may carry out its obligation to maintain, within the limits of its resources, a program dedicated to providing the maximum possible benefits for all

Beneficiaries, the Trustees expressly reserve the right, in their sole discretion, at any time and from time to time, provided that such action does not violate federal discrimination law:

- (a) Modify Benefits. To adjust the Unit Multiplier and Monthly Benefit Levels as to some or all current and/or future Beneficiaries.
- (b) Amendments. To amend or rescind any provision of this Plan.
- (c) Termination. To terminate the Plan.

Amendments shall be made by action of the Board of Trustees pursuant to Article XIII of the Trust Agreement, and written notice shall be sent to the WSCFF within 30 days of the action. Any such changes may apply to some or all current and/or future Beneficiaries, as determined by the Board of Trustees.

## **SECTION 7. PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION**

**7.1 General**. This Plan is subject to the Privacy Rule, as set forth in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). The HIPAA Privacy Rule sets forth standards to ensure that personal health information is kept private. This Section describes the conditions under which the Plan may disclose Protected Health Information (“PHI”) to the Board of Trustees, and the permitted and required use of such information by the Trustees. For purposes of this Section, the term Protected Health Information or PHI shall have the meaning provided in 45 CFR § 160.103.

### **7.2 Disclosure to the Board of Trustees**

- (a) Permitted Disclosure of Summary Health Information. Summary Health Information is information that summarizes claims history, claims expenses, or type of claims experienced by individuals for whom the Plan has provided benefits, which excludes all demographic information that identifies individual Beneficiaries or could reasonably be used to identify an individual Beneficiary. The Trust Office, on behalf of the Plan, may disclose Summary Health Information to the Board of Trustees for the purposes of modifying, amending or terminating this Plan.
- (b) Permitted Disclosure of Individual Participation or Enrollment Status. The Trust Office, on behalf of the Plan, may disclose to the Board of Trustees information on whether an individual is participating or enrolled in the Plan.
- (c) Permitted Disclosure of PHI. The Plan may disclose PHI to the Board of Trustees in order for the Trustees to carry out plan administration functions for this Plan.
- (d) Conditions for Disclosure of PHI to Board of Trustees. The Board of Trustees agrees that all Trustees individually, or the Trust Office on behalf of the Board of Trustees,

will take, or avoid, the following actions regarding the use of PHI disclosed to the Board of Trustees:

- (1) To not use or further disclose PHI other than as permitted or required by this Plan, or as required by law.
- (2) To ensure that any agents of the Plan and Trust, including independent contractors and subcontractors, to whom the Trustees and Plan provides PHI, agree to restrictions and conditions required by federal law with respect to PHI.
- (3) To not disclose PHI to Employers or Associations for employment related actions and decisions or in connection with any other benefit or employee benefit plan.
- (4) To report to the Plan any use or disclosure of PHI that is inconsistent with the uses or disclosures permitted by the Plan or federal law, of which the Trustees become aware.
- (5) To make available to individual Plan participants access to their own PHI, amendment to their own PHI, and accounting of disclosures of PHI, to the extent required by 45 CFR § 164.524 and 164.526.
- (6) To make internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with 45 CFR § 164.504(f).
- (7) Return or destroy all PHI received from the Plan that the individual Trustees maintain in any form, and retain no copies of such information, when no longer needed for the purpose for which the disclosure was made.
- (8) To limit the access and use of PHI to plan administrative functions for this Plan.

**7.3 Security of Electronic PHI.** The Board of Trustees shall reasonably and appropriately safeguard electronic PHI created, maintained, or transmitted to or by the Board of Trustees on behalf of the Plan. The Board of Trustees will:

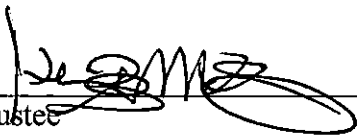
- (a) Agents and Subcontractors. Ensure that the Trust Office, and any agent of the Trust or Plan, including a subcontractor, to whom the Plan provides PHI, agrees to implement reasonable and appropriate security measures to protect the information and comply with federal law.
- (b) Transmission and Maintenance of Electronic PHI. Implement processes that reasonably and appropriately protect the confidentiality, integrity, and availability of

electronic PHI created, received, maintained or transmitted on behalf of the Plan to the Trustees.

(c) Trustee Duty to Report Incidents. Report appropriately any security incident of which the Trustees become aware.

This restated IAFF Medical Expense Reimbursement Plan document shall supersede and replace all previously approved Plan documents and amendments. Approved by the Board of Trustees at a meeting held on October 12, 2023, and effective retroactive to August 1, 2023, except as otherwise indicated herein.

**For the BOARD OF TRUSTEES, WASHINGTON STATE COUNCIL OF  
FIREFIGHTERS EMPLOYEE BENEFIT TRUST**

  
Trustee

Greg Markley  
Print name

10/12/23  
Date

  
Trustee

Dennis Lawless  
Print name

10-12-23  
Date

**APPENDIX A**  
**Examples of Calculation of Monthly Benefit Level**

These examples illustrate how to calculate the Monthly Benefit Level for an Eligible Retiree who elects Option 1 under the Plan, i.e., a Monthly Benefit Level that remains constant for the life of the Eligible Retiree. For examples of how to calculate the Monthly Benefit Level for an Eligible Retiree who selects one of the other options, see Appendix D. Please note that these are examples only – your monthly Contribution rate and length of participation may differ.

**\$25 monthly Contribution = 1 Active Service Unit**  
**Unit Multiplier for all eligible Beneficiaries = \$0.41\***

Example #1 – 6 years in Trust. A Local has a contribution rate of \$100/month, and Employee #1 participates for two years (or 24 months) at that amount. Then the Local increases the contribution rate to \$150/month, and Employee #1 participates for four years (or 48 months) at that amount, and then retires. Employee #1's Monthly Benefit Level for medical expense reimbursement will be calculated as follows:

Step 1: Convert monthly contributions to Active Service Units.

\$100/month = 4 Active Service Units/Month

\$150/month = 6 Active Service Units/Month

Step 2: Find number of Active Service Units.

4 Active Service Units x 24 months = 96 Active Service Units

6 Active Service Units x 48 months = 288 Active Service Units

Total = 384 Active Service Units

Step 3: Multiply number of Active Service Units by Unit Multiplier.

**Monthly Benefit Level: 384 x \$0.41 = \$157.44**

Example #2 – 12 years in Plan: A Local selects a Contribution rate of \$100/month, and Employee #2 participates for seven years (or 84 months) at that amount. Then the Local increases the Contribution rate to \$200/month, and Employee #2 participates for five years (or 60 months) at that amount, and then retires. Employee #2's Monthly Benefit Level for medical expense reimbursement will be calculated as follows:

Step 1: Convert monthly Contributions to Active Service Units.

\$100/month = 4 Active Service Units/Month

\$200/month = 8 Active Service Units/Month

Step 2: Find number Active Service Units.

4 Active Service Units x 84 months = 336 Active Service Units

8 Active Service Units x 60 months = 480 Active Service Units

Total = 816 Active Service Units

Step 3: Multiply number Active Service Units by Unit Multiplier.

**Monthly Benefit Level:  $816 \times \$0.41 = \$334.56$**

Example #3 – Career Employee - 25 years in Plan: A Local has a Contribution rate of \$100/month, and Employee #3 participates for seven years (or 84 months) at that amount. Then the Local increases the Contribution rate to \$200/month, and Employee #3 participates for eighteen years (or 216 months) at that amount, and then retires. Employee #3's Monthly Benefit Level for medical expense reimbursement will be calculated as follows:

Step 1: Convert monthly Contributions to Active Service Units.

\$100/month = 4 Active Service Units/Month

\$200/month = 8 Active Service Units/Month

Step 2: Find number Active Service Units.

4 Active Service Units x 84 months = 336 Active Service Units

8 Active Service Units x 216 months = 1728 Active Service Units

Total = 2064 Active Service Units

Step 3: Multiply number Active Service Units by Unit Multiplier.

**Monthly Benefit Level:  $2064 \times \$0.41 = \$846.24$**

*\* This is one example. For additional examples please see Appendix A to the Summary Plan Description of the IAFF Medical Expense Reimbursement Plan. The Trustees reserve the right to modify the Unit Multiplier and the formula used to calculate Monthly Benefit Levels at any time for both existing and future Beneficiaries. Such a modification is most frequently attributable to favorable or adverse demographic or financial experience of the Plan. For more details, please contact the Trust Office: Vimly Benefit Solutions, Inc. (425) 367-0743.*

**APPENDIX B**  
**Chart of Unit Multiplier Value**

<b>Operative Date*</b>	<b>Unit Multiplier (UM)**</b>
September 1, 2009 to June 30, 2012	\$0.42
July 1, 2012 to June 30, 2015	\$0.39
On or after July 1, 2015	\$0.41

*\*For the three Unit Multipliers used by the Trust to date, the Operative Date refers to the date that the Trust Office paid a claim.*

*\*\* The Unit Multiplier for Eligible Retirees may be adjusted by the Trustees from time to time (see Section 3.2 of the Plan). The amount reimbursed to the Eligible Retiree may not exceed the actual Covered Expense paid by the Beneficiary.*



**APPENDIX C**  
**Lump Sum Transfer Conversion Table**

Effective April 1, 2022

Section 2.2(b) of IAFF MERP sets forth the terms and conditions under which Lump Sum Transfers are converted into Active Service Units (“ASUs”). This table provides the cost of each ASU when converting a Lump Sum Transfer to ASUs.

- The number of ASUs an Employee earns as a result of a conversion of a Lump Sum Transfer is calculated by dividing the dollar amount of the Lump Sum Transfer by the applicable cost for one ASU, as shown in the table below.
- The cost for one ASU depends on a number of factors, including the age of the Employee at the time of the Lump Sum Transfer, the current Unit Multiplier (see Appendix B above), and other actuarial factors, as determined by the professional actuarial firm engaged by the Trustees.
- This Lump Sum Transfer conversion table provides a sample calculation for a Lump Sum Transfer of \$1,000 in the 3<sup>rd</sup> column. Note for comparison purposes that each \$25 monthly Contribution made during active employment gives an Employee one ASU. Thus, \$1,000 in monthly Contributions during active employment would be equivalent to 40 ASUs.

Note that you pay **no taxes** on accrued leave or other Lump Sum Transfers that are transferred into IAFF MERP, and you pay **no taxes** on the reimbursement benefits received from the Trust.

**LUMP SUM TRANSFER CONVERSION TABLE<sup>1</sup>**

Age at Lump Sum Transfer	Cost for One Active Service Unit ("x")	Number of ASUs Purchased with each \$1,000 Transfer (truncated to whole number)
Age 20	\$7.60	132
Age 21	\$8.11	123
Age 22	\$8.65	116
Age 23	\$9.22	108
Age 24	\$9.84	102
Age 25	\$10.49	95
Age 26	\$11.19	89
Age 27	\$11.94	84
Age 28	\$12.73	79

<sup>1</sup> The Trustees have the authority to modify this table from time to time for future Lump Sum Transfers.

## IAFF Medical Expense Reimbursement Plan

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Age 29	\$13.58	74
Age 30	\$14.48	69
Age 31	\$15.45	65
Age 32	\$16.48	61
Age 33	\$17.57	57
Age 34	\$18.74	53
Age 35	\$19.99	50
Age 36	\$21.32	47
Age 37	\$22.74	44
Age 38	\$24.25	41
Age 39	\$25.87	39
Age 40	\$27.59	36
Age 41	\$29.43	34
Age 42	\$31.38	32
Age 43	\$33.47	30
Age 44	\$35.70	28
Age 45	\$38.07	26
Age 46	\$40.60	25
Age 47	\$43.30	23
Age 48	\$46.18	22
Age 49	\$49.26	20
Age 50	\$52.53	19
Age 51	\$56.02	18
Age 52	\$59.75	17
Age 53	\$63.72	16
Age 54	\$63.00	16
Age 55	\$62.23	16
Age 56	\$61.42	16
Age 57	\$60.57	17
Age 58	\$59.68	17
Age 59	\$58.74	17
Age 60	\$57.78	17
Age 61	\$56.77	18
Age 62	\$55.74	18
Age 63	\$54.67	18
Age 64	\$53.56	19
Age 65	\$52.41	19
Age 66	\$51.22	20
Age 67	\$49.99	20
Age 68	\$48.73	21
Age 69	\$47.45	21
Age 70	\$46.13	22

**APPENDIX D**  
**Example of Calculation of Monthly Benefit Level Options**

To calculate the adjusted Monthly Benefit Level for the Eligible Retiree, you multiply the flat Monthly Benefit Level (Option 1) by the applicable actuarial factor for the Eligible Retiree's age in the Actuarial Factors Table below. See sample calculations below of Eligible Retiree Monthly Benefit Levels under Options 1-4 with and without lifetime Surviving Spouse benefits; these calculations do not include the Surviving Spouse's Monthly Benefit, which would be 50% of the Eligible Retiree's Monthly Benefit Level (see Section 3.2(c) hereof).

Please note: The Eligible Retiree (or surviving Beneficiary if selection not made by Eligible Retiree before death) is provided a retirement packet with information on their own individualized Benefit Levels under all Options and Surviving Spouse benefit combinations and a Benefit Election Form. If the Eligible Retiree does not timely select an Option and Surviving Spouse benefit, by returning the Benefit Election Form to the Trust Office by the deadline, the Trust Office will implement the default selection, which is Option 1 with lifetime Surviving Spouse benefits.

**Example – 6 years in IAFF MERP:**<sup>2</sup> Below are the Option calculations for a 6-year participant retired at age 55 whose Monthly Benefit Level under Option 1 would be \$157.44 both pre and post-65 (based on the facts in Appendix A).

Option 1: \$157.44 Monthly Benefit Level from retirement under IAFF MERP for lifetime<sup>3</sup>  
with Lifetime<sup>3</sup> Surviving Spouse Benefit<sup>4</sup> = \$157.44 x 0.957 = \$150.67

Option 2: pre-65 Monthly Benefit Level = \$157.44 x 1.16493 = \$183.41  
with Lifetime<sup>3</sup> Surviving Spouse Benefit<sup>4</sup> = \$175.52  
post-65 Monthly Benefit Level = \$157.44 x 0.77662 = \$122.27  
with Lifetime<sup>3</sup> Surviving Spouse Benefit<sup>4</sup> = \$117.01

Option 3: pre-65 Monthly Benefit Level = \$157.44 x 1.26963 = \$199.89  
with Lifetime<sup>3</sup> Surviving Spouse Benefit<sup>4</sup> = \$191.29  
post-65 Monthly Benefit Level = \$157.44 x 0.63482 = \$99.95  
with Lifetime<sup>3</sup> Surviving Spouse Benefit<sup>4</sup> = \$95.65

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<sup>2</sup> These are examples; each Eligible Retiree's Monthly Benefit Level under these Options will be different. For more details on your own Benefit Level, please contact the Trust Office: Vimly Benefit Solutions at (425) 367-0743.

<sup>3</sup> Benefits are intended to last for the lifetime of the Beneficiary. However, benefits are not vested or guaranteed under this Plan. The Trustees have authority to increase or decrease benefit levels, the Unit Multiplier, or the actuarial factors for calculating these Options, at any time for current and/or future Beneficiaries.

<sup>4</sup> The Monthly Benefit Level indicated as "with Lifetime Surviving Spouse Benefit" is the Eligible Retiree's Monthly Benefit Level (not the Surviving Spouse's Monthly Benefit Level which would be 50% of the Eligible Retiree's Monthly Benefit Level and will adjust to 50% of the post-65 Monthly Benefit Level when the deceased Eligible Retiree would have attained age 65).

Option 4: pre-65 Monthly Benefit Level=  $\$157.44 \times 1.39501 = \$219.63$   
with Lifetime<sup>3</sup> Surviving Spouse Benefit<sup>4</sup> =  $\$210.19$   
post-65 Monthly Benefit Level=  $\$157.44 \times 0.46500 = \$73.21$   
with Lifetime<sup>3</sup> Surviving Spouse Benefit<sup>4</sup> =  $\$70.06$

**Example – 12 years in IAFF MERP:**<sup>2</sup> Below are the Option calculations for a 12-year participant retired at age 55 whose Monthly Benefit Level under Option 1 would be \$334.56 both pre and post-65 (based on the facts in Appendix A).

Option 1: \$334.56 level benefit for Eligible Retiree's lifetime<sup>3</sup>  
with Lifetime<sup>3</sup> Surviving Spouse Benefit<sup>4</sup> =  $\$334.56 \times 0.957 = \$320.17$

Option 2: pre-65 Monthly Benefit Level =  $\$334.56 \times 1.16493 = \$389.74$   
with Lifetime<sup>3</sup> Surviving Spouse Benefit<sup>4</sup> =  $\$372.98$   
post-65 Monthly Benefit Level =  $\$334.56 \times 0.77662 = \$259.83$   
with Lifetime<sup>3</sup> Surviving Spouse Benefit<sup>4</sup> =  $\$248.66$

Option 3: pre-65 Monthly Benefit Level =  $\$334.56 \times 1.26963 = \$424.77$   
with Lifetime<sup>3</sup> Surviving Spouse Benefit<sup>4</sup> =  $\$406.50$   
post-65 Monthly Benefit Level =  $\$334.56 \times 0.63482 = \$212.39$   
with Lifetime<sup>3</sup> Surviving Spouse Benefit<sup>4</sup> =  $\$203.26$

Option 4: pre-65 Monthly Benefit Level =  $\$334.56 \times 1.39501 = \$466.71$   
with Lifetime<sup>3</sup> Surviving Spouse Benefit<sup>4</sup> =  $\$446.65$   
post-65 Monthly Benefit Level =  $\$334.56 \times 0.46500 = \$155.57$   
with Lifetime<sup>3</sup> Surviving Spouse Benefit<sup>4</sup> =  $\$148.88$

**Example – 20 years in IAFF MERP:**<sup>2</sup> Below are the Option calculations for a 20-year participant retired at age 55 whose Monthly Benefit Level under Option 1 would be \$649.44 both pre and post-65 (based on the facts in Appendix A).

Option 1: \$649.44 Monthly Benefit Level from retirement under IAFF MERP for lifetime<sup>3</sup>  
with Lifetime<sup>3</sup> Surviving Spouse Benefit<sup>4</sup> =  $\$649.44 \times 0.957 = \$621.51$

Option 2: pre-65 Monthly Benefit Level=  $\$649.44 \times 1.16493 = \$756.55$   
with Lifetime<sup>3</sup> Surviving Spouse Benefit<sup>4</sup> =  $\$724.02$   
post-65 Monthly Benefit Level=  $\$649.44 \times 0.77662 = \$504.37$   
with Lifetime<sup>3</sup> Surviving Spouse Benefit<sup>4</sup> =  $\$482.68$

Option 3: pre-65 Monthly Benefit Level=  $\$649.55 \times 1.26963 = \$824.69$   
with Lifetime<sup>3</sup> Surviving Spouse Benefit<sup>4</sup> =  $\$789.23$   
post-65 Monthly Benefit Level=  $\$649.44 \times 0.63482 = \$412.28$

with Lifetime<sup>3</sup> Surviving Spouse Benefit<sup>4</sup> = \$394.55

Option 4: pre-65 Monthly Benefit Level= \$649.44 x 1.39501 = \$905.98

with Lifetime<sup>3</sup> Surviving Spouse Benefit<sup>4</sup> = \$867.02

post-65 Monthly Benefit Level= \$649.44 x 0.46500 = \$301.99

with Lifetime<sup>3</sup> Surviving Spouse Benefit<sup>4</sup> = \$289.00

**Actuarial Factors Table<sup>5</sup>**

Age	Option 2 Pre-65 Factor	Option 2 Post-65 Factor	Option 3 Pre-65 Factor	Option 3 Post-65 Factor	Option 4 Pre-65 Factor	Option 4 Post-65 Factor
50	1.10711	0.73807	1.16976	0.58488	1.23992	0.41331
51	1.11635	0.74423	1.18530	0.59265	1.26333	0.42111
52	1.12659	0.75106	1.20271	0.60135	1.28986	0.42995
53	1.13797	0.75865	1.22229	0.61115	1.32011	0.44004
54	1.15068	0.76712	1.24444	0.62222	1.35484	0.45161
55	1.16493	0.77662	1.26963	0.63482	1.39501	0.46500
56	1.18097	0.78731	1.29846	0.64923	1.44191	0.48064
57	1.19912	0.79941	1.33171	0.66585	1.49726	0.49909
58	1.21978	0.81318	1.37036	0.68518	1.56336	0.52112
59	1.24343	0.82895	1.41574	0.70787	1.64349	0.54783
60	1.27069	0.84713	1.46960	0.73480	1.74233	0.58078
61	1.30238	0.86825	1.53435	0.76718	1.86687	0.62229
62	1.33951	0.89300	1.61338	0.80669	2.02804	0.67601

**Lifetime Surviving Spouse Benefit Actuarial Factors Table<sup>6</sup>**

Retiree's Age in Years At Retirement <sup>7</sup>	Factor to Calculate Eligible Retiree Benefit Level with Lifetime Surviving Spouse Benefit Factor (Applied to Retiree Benefit Level under Option Selected)
40	0.985
41	0.984
42	0.983
43	0.982
44	0.980
45	0.979
46	0.977

<sup>5</sup> This Table is a portion of the full Table, which is available from the Trust Office. The factors in this table will vary with each month added to your age. The Trust Office has the full table based on your age in months.

<sup>6</sup> These factors were based on the actuarial assumptions used in the benefit level study of the Plan as of 12/31/20.

<sup>7</sup> Age is calculated based upon the Eligible Retiree's closest age on the date of retirement, i.e., 6 months after the birthdate the age is rounded up to the next year.

Factor to Calculate Eligible Retiree Benefit Level with Lifetime Surviving Spouse Benefit	
Retiree's Age in Years At Retirement <sup>7</sup>	Factor (Applied to Retiree Benefit Level under Option Selected)
47	0.976
48	0.974
49	0.972
50	0.970
51	0.968
52	0.965
53	0.963
54	0.960
55	0.957
56	0.953
57	0.950
58	0.946
59	0.942
60	0.938
61	0.933
62	0.929
63	0.924
64	0.919
65	0.913
66	0.908
67	0.902
68	0.897
69	0.891
70	0.886
71	0.880
72	0.874
73	0.868
74	0.861
75	0.854
76	0.848
77	0.840
78	0.833
79	0.826
80	0.818

**APPENDIX E**  
**Early Retirement Factors**

Age in Years	Months											
	0	1	2	3	4	5	6	7	8	9	10	11
30	0.19325	0.19439	0.19552	0.19666	0.19779	0.19893	0.20006	0.20120	0.20233	0.20347	0.20460	0.20574
31	0.20687	0.20809	0.20931	0.21053	0.21174	0.21296	0.21418	0.21540	0.21662	0.21784	0.21905	0.22027
32	0.22149	0.22280	0.22411	0.22542	0.22672	0.22803	0.22934	0.23065	0.23196	0.23327	0.23457	0.23588
33	0.23719	0.23860	0.24000	0.24141	0.24281	0.24422	0.24562	0.24703	0.24843	0.24984	0.25124	0.25265
34	0.25405	0.25556	0.25707	0.25858	0.26009	0.26160	0.26311	0.26462	0.26613	0.26764	0.26915	0.27066
35	0.27217	0.27379	0.27542	0.27704	0.27867	0.28029	0.28192	0.28354	0.28516	0.28679	0.28841	0.29004
36	0.29166	0.29341	0.29515	0.29690	0.29864	0.30039	0.30214	0.30388	0.30563	0.30737	0.30912	0.31086
37	0.31261	0.31449	0.31637	0.31825	0.32013	0.32201	0.32389	0.32576	0.32764	0.32952	0.33140	0.33328
38	0.33516	0.33718	0.33921	0.34123	0.34325	0.34527	0.34730	0.34932	0.35134	0.35336	0.35539	0.35741
39	0.35943	0.36161	0.36379	0.36597	0.36815	0.37033	0.37251	0.37469	0.37687	0.37905	0.38123	0.38341
40	0.38559	0.38794	0.39029	0.39264	0.39499	0.39734	0.39969	0.40203	0.40438	0.40673	0.40908	0.41143
41	0.41378	0.41631	0.41885	0.42138	0.42392	0.42645	0.42899	0.43152	0.43405	0.43659	0.43912	0.44166
42	0.44419	0.44693	0.44966	0.45240	0.45513	0.45787	0.46061	0.46334	0.46608	0.46881	0.47155	0.47428
43	0.47702	0.47998	0.48293	0.48589	0.48884	0.49180	0.49475	0.49771	0.50066	0.50362	0.50657	0.50953
44	0.51248	0.51568	0.51887	0.52207	0.52526	0.52846	0.53166	0.53485	0.53805	0.54124	0.54444	0.54763
45	0.55083	0.55429	0.55774	0.56120	0.56466	0.56811	0.57157	0.57503	0.57848	0.58194	0.58540	0.58885
46	0.59231	0.59605	0.59980	0.60354	0.60728	0.61102	0.61477	0.61851	0.62225	0.62599	0.62974	0.63348
47	0.63722	0.64128	0.64533	0.64939	0.65344	0.65750	0.66156	0.66561	0.66967	0.67372	0.67778	0.68183
48	0.68589	0.69029	0.69469	0.69909	0.70349	0.70789	0.71229	0.71668	0.72108	0.72548	0.72988	0.73428
49	0.73868	0.74346	0.74823	0.75301	0.75778	0.76256	0.76734	0.77211	0.77689	0.78166	0.78644	0.79121
50	0.79599	0.80118	0.80638	0.81157	0.81676	0.82195	0.82715	0.83234	0.83753	0.84272	0.84792	0.85311
51	0.85830	0.86395	0.86960	0.87525	0.88090	0.88655	0.89220	0.89785	0.90350	0.90915	0.91480	0.92045
52	0.92610	0.93226	0.93842	0.94458	0.95073	0.95689	0.96305	0.96921	0.97537	0.98153	0.98768	0.99384
53	1.00000											

These age adjustment factors are based on the same actuarial assumptions used in the December 31, 2020, benefit level study of the IAFF MERP. When an employee ceases employment prior to age 53 and is eligible for Regular Pension Benefits or Disability Pension Benefits, this Table is used to calculate the Monthly Benefit Level, provided the Eligible Retiree elects to commence monthly benefit payments prior to age 53. If elected, this Monthly Benefit Level continues even after the Eligible Retiree attains age 53, subject to the Trustees' authority to adjust this Table and the Unit Multiplier.