

**AMENDMENT NO. 37  
TO THE  
IAFF MEDICAL EXPENSE REIMBURSEMENT PLAN  
OF THE  
WASHINGTON STATE COUNCIL OF FIRE FIGHTERS  
EMPLOYEE BENEFIT TRUST**

The Board of Trustees of the Washington State Council of Fire Fighters Employee Benefit Trust (the “Trust”) does hereby amend the IAFF Medical Expense Reimbursement Plan, restated effective August 1, 2023, and as amended thereafter (the “Plan”), as follows:

**1. Accumulated Benefit definition.** The definition of “Accumulated Benefit” in Section 1.3 is revised by deleting the initial “and” in the first sentence and adding the phrase “...and (3) transfers to the Accumulated Benefit of Individual Account balances equal to \$1,000.00 or less for Eligible Retirees,” to the end of the first sentence. Further, the following is added to the end of the last sentence of Section 1.3 “...and is not invested and does not receive investment returns.” The above changes to the Plan, in Section 1.3, shall be effective as of July 1, 2025.

**2. Definition of Delayed “Lump Sum Transfer.”** The following Subsection 1.9(d) is added to the Plan.

“(d) **‘Delayed Lump Sum Transfer’** means a Lump Sum Transfer received by the Trust more than one week after the final Pooled Contribution.”

**3. Commencement of Benefits for Employees with Retirement Eligibility Before Age 53.** To clarify the commencement of benefits and the default option for Employees that qualify as an Eligible Retiree pursuant to Section 2.1(a)(6), the phrase “...(which cannot be later than the day on which the Eligible Retiree attains age 53)” shall be added after “...elects to commence benefits” in the second sentences in both Section 2.1(a)(6)(a) and 2.1(a)(6)(b), effective as of July 1, 2025.

**4. Commencement of Benefits in Delayed Lump Sum Transfer.** In order for an Eligible Retiree to timely commence benefits and not be subject to delays from a Participating Employer’s transmitting a Lump Sum Transfer to the Plan. The following new section 2.2(b)(1)(b)(iii) is added effective retroactive for regular or disability retirements effective on or after April 1, 2025:

“(iii) **Lump Sum Transfer Delays.** An Eligible Retiree, or Eligible Retiree with Short Service, who upon retirement or separation from service receives their Lump Sum Transfer more than one week after the final Pooled Contribution, i.e., receives a Delayed Lump Sum Transfer, may commence benefits, pursuant to the Plan’s terms, prior to receipt of any such Delayed Lump Sum Transfer whether known or unknown at the time of retirement or separation from service.

An Eligible Retiree, or Eligible Retiree with Short Service that receives a Delayed Lump Sum Transfer shall have any such Delayed Lump Sum Transfer treated by the Plan in the same manner as a timely Lump Sum Transfer in 2.2.(b)(1)(b)(i), at the Trustee discretion and based on procedures established by the Trust Office. The Plan shall recalculate the Monthly Benefit Level after conversion election, if applicable. The Trust Office will convert the Delayed Lump Sum Transfer at an actuarial cost as determined in consultation with the Trust’s actuary and based on the amount of benefits received under the Plan prior to receipt of the Delayed Lump Sum Transfer, if applicable. An Eligible Retiree, shall not be able to change their one-time, irrevocably elected Monthly Benefit

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Level Option selected pursuant to Section 3.2(a) due to receipt of the Delayed Lump Sum Transfer.”

**5. Commencement of Benefit Payments during COBRA contributions.** In order for Eligible Retirees to timely commence benefits prior to the end of monthly COBRA contributions, Section 2.2(c) is revised by deleting the sentence “Benefit payments shall not commence until COBRA contributions have stopped” and inserting the following two paragraphs at the end of Section 2.2(c), effective for separations from service occurring on or after October 1, 2025:

“The Trust Office shall send Notice of the Employee’s or another Beneficiary’s right to elect COBRA contributions within 30 days of receipt of notice of a COBRA Qualifying Event, as determined pursuant to applicable law.

An Employee who earns Active Service and/or Active Service Units pursuant to this section, shall have their Monthly Benefit Level recalculated only after termination of COBRA contributions, if applicable. Any election made pursuant to this section shall not change the one-time irrevocable election made pursuant to Section 3.2(a), if applicable.”

**6. Default Option for Employees with Retirement Eligibility Before Age 53.** To address the default option for Employees that qualify as an Eligible Retiree pursuant to Section 2.1(a)(6) (those who attained eligibility for Regular Pension Benefits or Disability Pension Benefits prior to age 53), the following is added to the end of Section 3.2(a)(3), effective as of July 1, 2025:

“An Employee that qualifies as an Eligible Retiree pursuant to Section 2.1(a)(6) who did not make an Option election prior to attaining age 53, 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.”

**7. Commencement of Benefit Payments for Regular Beneficiaries.** To clarify the commencement date for benefit payments and allow for the commencement of benefits prior to the end of the COBRA period, Section 3.3(a) is deleted and restated in its entirety to read as follows, effective for separations from service occurring on or after October 1, 2025:

“(a) Eligible Retiree. A Regular Beneficiary eligible for benefits upon meeting the applicable eligibility requirements of Section 2.1(a) shall commence receiving benefit payments upon:

(1) Trust Office receipt of all Contributions, including Lump Sum Transfers (except for Delayed Lump Sum Transfers), but not including Retiree Contributions and COBRA Contributions; and

(2) Trust Office receipt of a signed benefit Option election form, incorporating the COBRA election form (with or without COBRA election rights selected); and

(3) A reasonable period for processing of benefit Option elections and conversion to Active Service Units, pursuant to Section 2.2(b) hereof, has passed; and

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(4) Attainment of age 53 for Employees that qualify as an Eligible Retiree pursuant to Section 2.1(a)(6).

The COBRA election period shall not delay the commencement of benefits under the Plan, if it exceeds the time frame of Section 3.3(a).

If an Eligible Retiree does not submit a claim for benefits that equals or exceeds his or her Monthly Benefit Level in any month following this commencement date, the unused benefits will be credited to his or her Accumulated Benefit.”


**8. Clarification to Section 3.5(a)(5).** To clarify Individual Accounts, under Section 3.5, that are subject to investment earnings, Section 3.5(a)(5) shall be restated as follows: “(5) Investment earnings and losses on the Individual Account, as long as the balance is greater than \$1,000.00.”, effective as of July 1, 2025.

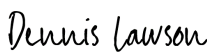
**9. Individual Accounts for Account Beneficiaries with balances equal to \$1,000 or less.** To address account balances in the Plan that are equal to \$1,000 or less, the following new section 3.5(j) shall be added effective as of July 1, 2025.

“(j) If the aggregate value of an Account Beneficiary’s Individual Account is equal to \$1,000.00 or less (and the Account Beneficiary will receive no future contributions to the Plan), then the Individual Account balance shall be transferred to the Beneficiary’s Accumulated Benefit.”

Adopted at a Board of Trustees meeting on September 4, 2025, and effective as stated above.

**For the BOARD OF TRUSTEES,  
Washington State Council of Fire Fighters Employee Benefit Trust**

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Trustee  
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