

IAFF MEDICAL EXPENSE REIMBURSEMENT PLAN

JOINDER AGREEMENT FOR IAFF LOCALS

(1) Negotiated contribution. The undersigned IAFF Local (hereafter “Association”) and Employer acknowledge receipt of a copy of the IAFF Medical Expense Reimbursement Plan (“Plan”) and Trust Agreement governing the Washington State Council of Fire Fighters Employee Benefit Trust (hereafter “Trust Agreement”). Association and Employer have negotiated a mandatory contribution into the Trust pursuant to the *Memorandum of Understanding between the City of Manhattan Beach and the Manhattan Beach Firefighters’ Association*, (hereafter “CBA”).

(2) Request to participate and parties. Request is hereby made that the “defined class” of employees specified in the CBA who are represented by the Manhattan Beach Firefighters’ Association, Local 3925, be participating employees in the “IAFF Medical Expense Reimbursement Plan” (hereafter “Plan”). The Plan provides retiree medical expense reimbursement benefits. In consideration of the granting of this request, the Association hereby agrees to be bound by the terms, conditions, and provisions of said Trust Agreement and Plan. Although the Employer acknowledges the terms of this Agreement as a signatory, the Employer is not a party to, nor is the Employer subject to or bound by, the terms, conditions, or provisions of this Agreement, the Trust Agreement, or the Plan.

Per pay period contribution rate by eligible employees. The contribution rate to the Trust is set forth in Article 27 of the CBA. Attached is a true and complete copy of the side letter to the CBA, mandating employee contributions to the Plan. The Association shall provide the Trust with a copy of any successor CBAs executed after the effective date of the CBA referenced in this paragraph.

The attached Council Resolution for employees promoted to non-represented classifications (the “Promoted Employees”), mandates continued contributions by employees who promote out of the Association into another full-time position. (Contribution levels for promoted City employees cannot exceed contribution levels for City employees who remain represented by the Association.)

(3) In-lieu/Cafeteria/Flexible Benefits Contributions. There is not a provision in the CBA regarding a mandatory contribution of “In- lieu Incentive” for employees waiving employer-provided health insurance benefits and/or cafeteria/flexible benefits funds.

(4) Leave transfers. The CBA mandates that accrued sick leave of employees who promote out of the Association into full-time positions that don’t earn sick leave be contributed to the Trust. There is not a provision in the CBA regarding other mandatory Lump Sum Transfers (as defined in the Plan) to the Trust on behalf of employees.

(5) Retiree contributions. There is not a provision in the CBA for Retiree Contributions to the Trust on behalf of retired employees.

(6) No individual election to participate. Association and Employer certify that all contributions (including transfer of sick or vacation leave if applicable) will be made on all employees in the bargaining unit, as stated in the CBA, and employees may not individually elect against participation in the Plan.

(7) Contribution Reporting. The Association shall electronically submit to the Trust Office a report of contributing employees, with sufficient identifying information pursuant to the reasonable rules of the Trust, for each contribution sent to the Trust within 5 business days of the contribution transfer. The Association shall also provide an initial report of contact and identifying information for all contributing employees, in a format reasonably requested by the Trust, and shall send updates to this information to the Trust Office whenever the Association has notice of changes to the information contained therein. The Association and Employer may separately agree that Employer will provide the information required by this paragraph directly to the Trust Office.

(8) Contribution Delinquencies. The Association acknowledges that the Trust Agreement contains provisions regarding pursuit of delinquent contributions, and the Association agrees to cooperate with the Trustees in proceedings to recover such delinquent contributions. The Association acknowledges that federal law imposes penalties on the employer for late contributions, currently for contributions received by the Plan more than 90 days after the date the salary would have been payable to the employee.

(9) Pooled Sharing of Risk and Costs. The Association acknowledges that the Trustees pool all contributions except for Lump Sum Transfers (as defined the Plan) (e.g., sick and/or vacation leave); that the Trust and Plan operate based on a multiemployer basis, sharing costs and risk between all participants, and not based only on the employees in this Association; and that the monthly benefit levels will be set based on actuarial projections for the entire Trust population, and not based only on the employees in this Association. Trust resources for payment of benefits consist of Contributions required by the current MOU, assets held in the Trust, and investment returns of the Trust investments. All benefits are paid from Trust assets, and the Plan's obligation to make any benefit payment shall be limited by amounts held in the Trust and the financial stability of the Plan at the time of the payment. The Trustees do not have authority to mandate a change in the Contributions from the employer, as long as those Contributions are in compliance with the current MOU.

(10) Limitation of Liability. Article XI, Sections 1 and 2, of the Trust Agreement contain the following provisions concerning liabilities associated with the Trust and Plan:

"1. Liabilities and Debts of Trust Fund

No signatory party or Trustee, and no participating employer, employer association, labor organization, employee, or beneficiary shall be responsible for the liabilities or debts of the Trust Fund."

"2. Liabilities and Debts of Participating Parties

No participating employer, employer association, or labor organization shall become responsible by reason of their participation in the Trust Fund for the liabilities or debts of any other participating employer, employer association, or labor organization.

Except for any obligation to make contributions to the Trust pursuant to a Special Agreement or Subscription Agreement, a Participating Employer shall have no obligation to provide benefits to which its employees may be entitled under a Memorandum of Understanding to the extent that those benefits are provided under a plan funded through the Trust. A Participating Employer shall not be a fiduciary of the Trust, any employee benefit plan funded

through the Trust, and shall have no responsibility or liability for Trust investments or the income tax treatment of Trust earnings or benefits provided under such plan.”

(11) Amendment to Plan or Trust. If the Plan or Trust are amended after the date of this Joinder Agreement, the Trust Office will, upon request, provide the Employer and Association with a written copy of such amendment to the attention of the then Human Resources Director and Finance Director for the City, both via email and mail.

(12) Term. This Agreement shall be effective upon the Trust’s receipt of the first contribution and shall remain in effect unless terminated in accordance with the terms of the Trust Agreement. Written notice of termination must be received by either party prior to the first day of the month in which participation is to be terminated.

Approved by:

Acknowledged by:

By Association (Authorized Signature)

By Employer (Authorized Signature)

Print Name & Title

Print Name & Title

Date

Date

Contact person at Association:

Contact person at Employer

(Name and Title)

(Name and Title)

(Phone and Email)

(Phone and Email)

(Street Address)

(Street Address)

IAFF MERP Joinder Agreement

Re: Manhattan Beach Firefighters’ Association, Local 3925

Approved and Processes for the Board of Trustees by the Trust Office

(Signature)

*Return completed Agreement to Trust Office:
c/o Benefit Programs Administration
1200 Wilshire Blvd, 5th Floor
Los Angeles, CA 90017*

(Print Name)

(Date)

Phone: 844-353-7839

Email: IAFFMERPEmployers@bpabenefits.com