

# NAVIGATING MERP MPFFU UNION LEADERSHIP SEMINAR

OCTOBER 28, 2024

#### **DiMartino Associates**

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### DIMARTINO ASSOCIATES

Employee Benefits Consulting Firm located in Seattle, WA

- Specializing in self-insured Union-Sponsored Trusts, Taft-Hartley Trusts and Association Health Plans
- Joined Brown & Brown Insurance in 2010

Worked with Washington State Council of Fire Fighters (WSCFF) since 1999, to build Union-sponsored benefit programs for their member Locals

- WSCFF Life & Disability Program
- IAFF Medical Expense Reimbursement Plan (previously known as WSCFF MERP)
- IAFF Health & Wellness Trust (previously known as Northwest Fire Fighters Benefits Trust)

### THE IAFF MERP

A *RETIREE MEDICAL TRUST (RMT)* IS A PARTIAL SOLUTION TO HELP IAFF MEMBERS PLAN FOR MEDICAL EXPENSES IN RETIREMENT

MERP PROVIDES A TAX-SHELTERED, *LIFETIME* MONTHLY BENEFIT TO FIRE FIGHTERS FOR REIMBURSEMENT OF MEDICAL EXPENSES



### WHAT IS A RETIREE MEDICAL TRUST (RMT)?

### Reimburses retirees for out-of-pocket healthcare related expenses

- Medical/Medicare/Dental/Vision/Long Term Care Insurance Premiums
- Lasik eye surgery, hearing aids, prescription drugs
- Any other IRS 213(d) eligible expense
- May cover retiree, legal spouse and IRS-eligible dependents

### **Triple Tax Indemnity**

- Plan is funded with pre-tax money
- Earnings on contributions are accrued on a non-taxable basis
- Benefits are tax-free under IRS Section 105



## TRUST HISTORY & GOVERNANCE

Created by the Washington State Council of Fire Fighters (WSCFF) in 1999.

Current governance through a Board of thirteen (13) Fire Fighter Trustees from Participating Locals.

### Partnership with IAFF beginning in 2022

- Trust now referred to as the "IAFF MERP"
- Trust added four (4) appointed Trustee positions (IAFF DVP, Eastern, Western and At-Large)

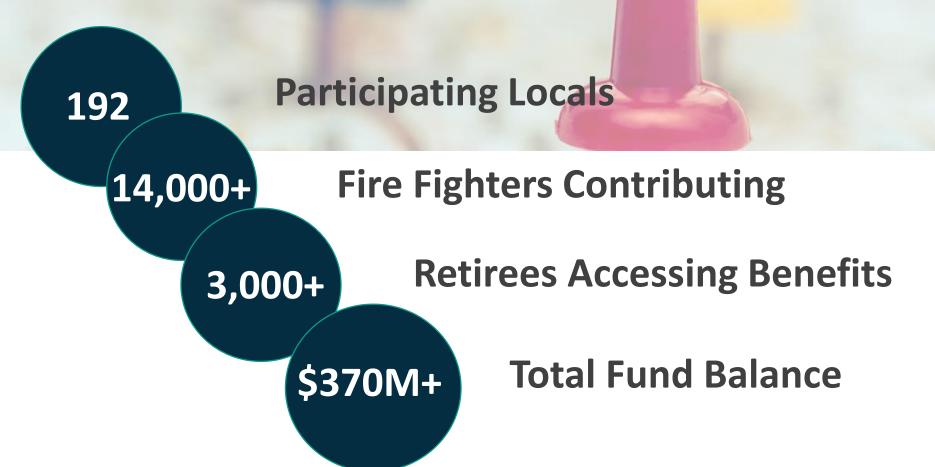
### Trust Advisors have served Board since plan inception

- Trust Consultant DiMartino Associates
- Legal Counsel Wagner Law Group
- Trust Administrator Vimly Benefit Solutions



# 2024 IAFF MERP PARTICIPATION

Currently in 10 States: AK, AZ, CA, CT, ID, MI, MT, NC, OR, & WA



## 2024 IAFF MERP PARTICIPATION





## IAFF MERP IN MICHIGAN

### **IAFF MERP Local Participation in Michigan**

- Shelby Township Local 1338 joined 12/1/2023
  - Frontloaded Lump Sum Transfer (\$200/month of service)
  - \$350/month (Member: \$150 / Employer \$200)
- Harrison Township Local 1737 joined
   1/1/2024
  - \$300/month (Employer Contribution)
- Canton Local 2289 joined 7/1/2024
  - \$125/month (Employer Contribution)

- Dearborn Local 412 joined 7/1/2024
  - Two (2) Defined Eligible Classes
  - \$75/pay period Member Contribution (Class 1 & 2) + \$300/month Employer Contribution (Class 2 Only)
  - Sick Leave Transfer 50% of unused sick leave
- Summit/Jackson, MI Local 1306 joining 7/1/2024
  - Pending Retroactive Implementation



### WHAT IS A RETIREE MEDICAL TRUST (RMT)?

## Entire Bargaining Unit (or Eligible Class) must participate

- No individual election
- Defined Eligible Classes are permissible

## Pre-Tax Contributions are made on behalf of active employee

- Employer Contributions
- Mandatory Employee
   Contributions
- Contributions in Lieu
- Sick/Vacation Leave Transfer
- Retiree Contributions
- Other Lump Sum Transfers

### Completely Tax-Sheltered



## Contributions are pooled and held in a Trust

Upon retirement, members receive regular benefit payments for reimbursement of healthcare expenses which are non-taxable to the retiree

If elected, Lump Sum Transfers can be directed to an Individual Account or be converted to Active Service Units\* in the Pooled Account

\*See more details later in the presentation



MERP IS A \*LIFETIME\* MONTHLY BENEFIT FOR THE ELIGIBLE RETIREE.

### DEFINED ELIGIBLE CLASSES

### **Contribution Models**

- Level Across Bargaining Unit all members contribute same amount
- Tiered Based on Length of Service Contributions increase with years of service

### **Example**

- Less than 10 Years of Service: \$150/month
- Between 10-20 years of service: \$300/month
- 20+ years of service: \$400/month
- By Defined Class Contribution levels by Date of Hire <a href="Example">Example</a>
  - Members hired on or before January 1, 2010: \$150/month
  - Members hired after January 1, 2010: \$300/month



## CONTRIBUTION AMOUNT

## How much is the Monthly Contribution Amount?

- Minimum contribution is \$75/month. There is no maximum monthly contribution limit.
- Contributions can be a flat dollar amount, or a percentage of a specific step pay level (Ex: 2% of TSFF)
- Contribution amount must be the same across the entire bargaining unit (or Defined Eligible Class)
- Current contributions range from \$75/month all the way up to \$800/month

## ACTIVE SERVICE UNITS

### How is the Monthly Benefit determined?

Your monthly benefit is based on the total number of Active Service Units (ASU) accrued throughout your career.

One (1) ASU is earned for every \$25 contributed to the plan on your behalf.

Example: \$200/month contribution = 8 ASU per month (or 96 ASU per year)

## THE UNIT MULTIPLIER

### How is the Monthly Benefit determined?

The Unit Multiplier (UM) is actuarially determined based on plan design/assumptions, contributions, administrative expenses, plan demographics and investment performance.

The UM can, and will, change over time.

Your Monthly Benefit = ASU x UM

Effective 7/1/2015, the UM is \$0.41



## SAMPLE MERP BENEFITS

Estimated Monthly Benefit (UM = 0.41)					
<u>Monthly</u>	# of ASU per		\		\
<u>Contribution</u>	<u>Month</u>	<u> 10 Years</u>	15 Years	<u> 20 Years</u>	<u> 30 Years</u>
\$100	4	\$196.80	\$295.20	\$393.60	\$590.40
\$200	8	\$393.60	\$590.40	\$787.20	\$1,180.80
\$300	12	\$590.40	\$885.60	\$1,180.80	\$1,771.20
\$400	16	\$787.20	\$1,180.80	\$1,574.40	\$2,361.60

Above Benefit Levels assume a Limited Survivor Benefit option is chosen.

## SAMPLE CALCULATIONS

Fire Fighter #1 - \$200 contribution for 10 years

\$200 = 8 ASU per month X 12 X 10 years = 960 ASU 960 X .41 = **\$393.60** monthly benefit

<u>Fire Fighter #2</u> - \$200 contribution for 10 years; Local votes to increase contribution to \$300 and FF contributes this for 5 years; 15 total years of contributions

 $8 \times 12 \times 10 \text{ years} = 960 \text{ ASU}$ 

12 X 12 X 5 years = 720 ASU

960 + 720 = 1,680 total ASU X .41 = \$688.80 monthly benefit

<u>Fire Fighter #3</u> - \$200 contribution for 10 years; Local votes to increase contribution to \$300 and FF contributes this for 15 years; 25 total years of contributions

 $8 \times 12 \times 10 \text{ years} = 960 \text{ ASU}$ 

12 X 12 X 15 years = 2,160 ASU

960+ 2,160 = 3,120 total ASU X .41 = \$1,279.20 monthly benefit



## CONTRIBUTION VS BENEFIT PAYOUT

<u>Fire Fighter #1</u> – Contributed \$24,000 throughout their career and receives a benefit of \$393.60/month.

\$24,000 / \$393.60 = 61 months

<u>Fire Fighter #2</u> – Contributed \$42,000 throughout their career and received a benefit of \$688.80/month.

\$42,000 / \$688.80 = 61 months

<u>Fire Fighter #3</u> – Contributed \$78,000 throughout their career and receives a benefit of \$1,279.20/month.

\$78,000 / \$1,279.20 = 61 months

Based on the current UM (\$0.41), if you access your full benefit for *just over five (5) years*, you receive 100% of your <u>active monthly contributions</u>\* back in benefit payout.

\* Does not apply to converted Lump Sum Transfers



## LIFETIME BENEFIT ELIGIBILITY

### In order to be eligible for the Lifetime Benefit, Retiree must:

- Be at least 53 years old\*,
- Have at least five (5) years [or 60 months] of contributions, and
- Have separated service from the participating employer group
- \*Early Benefit Access: MERP allows early access (prior to age 53) of benefit with the following criteria:
- You must meet your State's definition of Retirement or Disability Retirement
- Your Early Benefit will be based on an actuarial table which reduces your lifetime monthly benefit - actuarial value of the benefit is the same as if you had waited until age 53
- Electing to take your MERP benefit early is optional members can choose to wait until age 53 when their benefit will be whole

## LIFETIME BENEFIT ELIGIBILITY

## What if Retiree doesn't have five (5) years of participation? COBRA

Post-tax, self-payments for up to 18 months

### **Short Service Benefit**

- You have access to a benefit for the reimbursement of Covered Expenses until you have recouped all contributions made to the plan on your behalf. There is **no lifetime benefit**.
- Short Service benefits may start immediately upon separation

### Lump Sum Transfers (Requires Local bargaining language)

- Lump Sum Transfer (ex: sick / vacation leave) can be converted into Active Service Units
- Can only be used to buy "Active Service" when converted at separation
- Employee (or Retiree) must be prohibited from receiving any portion of the Lump Sum Transfer in cash



## LUMP SUM TRANSFERS

Example: Sick / Vacation Leave Transfer

Local can define % of Sick / Vacation Leave – same rule must apply to all members while language is in place

- Leave may be transferred annually or at separation
- Cost per ASU based on age-based actuarial table
- Leave may be used to purchase COBRA at \$25/ASU
- Local may offer members a choice between transfer to MERP or to Deferred Comp (or VEBA, if available) – a cash out option
   can not be offered

## LUMP SUM TRANSFERS

Lump Sum Transfers may come across to MERP in two ways (elected by individual at the time of transfer):

**Option 1:** Conversion to ASU - The cost per ASU is determined by member's age at the time of conversion. This option *increases* the **Lifetime Monthly Benefit**.

**Option 2\*:** Lump Sum Transfer to **Individual Account**. Funds in the Individual Account can be accessed immediately following retirement.

\*Lump Sum Transfers do not purchase "time" in MERP unless converted to ASU (at separation only)

### **DEFAULT - if Not Positively Elected**

- Under Age 40 at time of Transfer: Full amount will be converted to ASU using the age conversion table
- Age 40 or older at time of Transfer: Full amount of Lump Sum will be transferred to the Individual Account.



## LUMP SUM TRANSFERS

Age at Time of Conversion	Cost per ASU	Age at Time of Conversion	Cost per ASU
24	\$9.84	40	\$27.59
25	\$10.49	41	\$29.43
26	\$11.19	42	\$31.38
27	\$11.94	43	\$33.47
28	\$12.73	44	\$35.70
29	\$13.58	45	\$38.07
30	\$14.48	46	\$40.60
31	\$15.45	47	\$43.30
32	\$16.48	48	\$46.18
33	\$17.57	49	\$49.26
34	\$18.74	50	\$52.53
35	\$19.99	51	\$56.02
36	\$21.32	52	\$59.75
37	\$22.74	53	\$63.72
38	\$24.25	54	\$63.00
39	\$25.87	55	\$62.23

## LEAVE TRANSFER EXAMPLE

Fire Fighter with \$15,000 (tax-free) of leave to convert into MERP at separation, retiring at age 53, with active contributions of \$150 / month at the time of separation

### Option 1: Conversion to ASU

- Retiree elects COBRA @ \$150 / month for 18 months: \$2,700 / \$25 = 108 ASU
- Remaining Cash Value to Convert: \$12,300 / \$63.72\* = 193 ASU
- Fire Fighter receives 301 additional ASU from sick leave cash value; equates to another \$123.41 added onto the Lifetime Monthly Benefit

### Option 2: Transfer to Individual Account

• Retiree would have access to the entire \$15,000 cash value on day 1 of retirement

### Option 3: Hybrid Conversion

- Retiree elects COBRA for 18 months using \$2,700 to purchase 108 ASU
- Remaining \$12,300 is transferred into the Individual Account
- Lifetime Monthly Benefit is increased by \$44.28 / month
- This option is **only** available at separation



## INDIVIDUAL ACCOUNTS

Your Lifetime Monthly Benefit will be paid out of the Trust's Pooled Account.

### Individual Accounts will be funded, as applicable, by:

- Lump Sum Transfers (except those converted to ASU)
- Retiree Contributions (must be bargained or similar)
- Investment Earnings/Losses on Individual Account

### MERP has six (6) established investment options

Selection of investment options occurs during the annual investment selection period.

<sup>\*</sup> Initial investment selection made within 30 days of Employee Account being established

## SURVIVOR BENEFIT

### Survivor Benefit is payable when:

- Fire Fighter would have otherwise been eligible for the Lifetime Monthly Benefit (i.e.; meets definition of retirement)
- If FF was not yet eligible for Lifetime Benefit, Survivor is entitled to a 24-month Bridge Benefit; benefit then suspended until FF would have attained Lifetime Benefit eligibility
- Survivor of a "Short Timer" has access to 100% of FF's contributions for reimbursement of eligible medical expenses

## SURVIVOR BENEFIT

Survivor Benefit Amount: 50% of Eligible Retiree Benefit – <u>must be paid</u> to a tax dependent

Survivor Benefit Options:

Option A: Lifetime Surviving Spouse Benefit (Default) — Under this option, the Eligible Retiree's Monthly Benefit Level is <u>actuarially</u> reduced based on Retiree's age at retirement.

Option B: Limited Surviving Spouse Benefit — Surviving Spouse benefit payable to Medicare Eligibility of the Surviving Spouse without an actuarial reduction to Eligible Retiree's Monthly Benefit Level.



## SURVIVOR BENEFIT - EXAMPLE

### Option A – Lifetime Survivor Benefit - *Default*

Option 1: Level Benefit	Option 2: Accelerated Benefit	
Constant Benefit Level = \$560.88	Pre-65 Benefit Level = \$672.56	
*Default Option	Post-65 Benefit Level = \$448.37	
Option 3: Accelerated Benefit	Option 4: Accelerated Benefit	
Pre-65 Benefit Level = \$746.93	Pre-65 Benefit Level = \$839.78	
Post-65 Benefit Level = \$373.46	Post-65 Benefit Level = \$279.93	

Retired Age 57 15 years in MERP @ \$200 / month

### Option B – Limited Survivor Benefit (to age 65)

Option 1: Level Benefit	Option 2: Accelerated Benefit	
Constant Benefit Level = \$590.40	Pre-65 Benefit Level = \$707.96	
	Post-65 Benefit Level = \$471.97	
Option 3: Accelerated Benefit	Option 4: Accelerated Benefit	
Option 3: Accelerated Benefit Pre-65 Benefit Level = \$786.24	Option 4: Accelerated Benefit Pre-65 Benefit Level = \$883.98	



## HOW ARE BENEFITS RECEIVED

You must incur an expense and have proof of the expense.

- Submit proof of expense to the Trust Administrator via online portal, fax, email or mail
  - Can batch expenses monthly, quarterly, annually or as needed
- Trust Administrator will verify that expense is eligible for reimbursement and direct deposit funds to Fire Fighter's account of choice
- Any unused benefit amounts will credit to your Accumulated Benefit account for later use, whenever you need them. <u>Indefinitely.</u>
  - Anything remaining in your Accumulated Benefit and/or you Individual Account following your death will be passed on to your Survivor for complete spend down

## PROMOTED OUT MEMBERS

### **Special Agreement for Promoted-Out Members**

Under this Special Agreement, promoted-out members may continue contributing to MERP

- Promoted-out individual must have started in MERP as a bargaining unit member
- No individual election amongst promoted-out members after the agreement effective date
- Promoted-out members are limited to same contribution amount as bargaining unit members



## HOW TO JOIN THE IAFF MERP

Locals with Collective Bargaining: MERP must be bargained into your contract.

- Local Implementation Form
- Joinder Ägreement
  - 3-way signed agreement: Trust, Employer and Local Copy of bargaining language or MOU Initial Census Enrollment file

All bargaining unit members within the Defined Eligible Class <u>must</u> participate. Non-Local members cannot be excluded.

\*Separate protocols for non-bargained groups that *limit* participation to Local members only

## SAMPLE BARGAINING LANGUAGE

#### SAMPLE MOU LANGUAGE FOR LEAVE TRANSFER TO JAFF MERP

- 1. DEFINED CLASS OF EMPLOYEES RECEIVING CONTRIBUTIONS. For this Section of the Memorandum of Understanding, the "Defined Class" of employees receiving contributions to the Medical Expense Reimbursement Plan (hereafter, the "MERP") of the WSCFF Employee Benefit Trust (hereafter, the "Turst"), as set forth below, consists of all employees [or all employees hired after xx/xx/xx or all employees employed in X job classification] of hereafter, the "Employer") (hereafter, the "Local").
- 2. EMPLOYEE CONTRIBUTION AMOUNT. The Employer and the Local agree that the Employer shall withhold a mandatory contribution of \$X:00\* per month [or per pαγ period] on a pre-tax basis from the pay of every employee in the Defined Class who is a member of the bargaining unit represented by the Local and shall transmit such contributions to the Trust pursuant to the requirements in Section 5 below. No employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any nortion of the contribution in cash.
- SICK AND/OR VACATION LEAVE TRANSFER. The Employer and the Local agree that the Employer will make the following mandatory transfers, on a pre-tax basis, to the Trust on behalf of every employee who is represented by the Local:
- a. Mandatory Accrued Leave Contribution to Trust at Retirement. For every employee who is represented by [Local], the Employer shall, upon the employee's retirement from the Employer and no behalf of the employee, irrevocably contribute to the Trust on a pre-tax basis, an amount equal in value to X% of the payments that would otherwise be paid to the employee for unused sick [and/or vacation] leave under this Memorandum of Understanding. [If leave than 100%, add: The remaining 1% of the accrued leave payout entitlement under this Memorandum of Understanding shall continue to be paid in cash to the employee upon retirement 1
- b. No Individual Employee Election. The employee shall not have the option to receive a cash apount for the value of the accrued leave contributed to the Trust in lieu of making contributions to the Trust. In addition, the employee shall not have the option to contribute a larger or smaller percentage of accrued leave than the percentage indicated in Section 3(a) above.

[ALTERNATIVE SECTION 3 LANGUAGE TO ALLOW OPTION BETWEEN TAX DEFERRED PLANS]

3. SICK AND/OR VACATION LEAVE TRANSFER. The Employer and the Local agree that the Employer will make the following mandatory transfers, on a pre-tax basis, on behalf of every employee who is represented by the Local. The employer will make the following mandatory transfers of accrued leave to the plan selected by the

IAFF MERP Sample MOU Language Page 2 of 3

employee, as long as the employee provides written notice of the selection at least days prior to retirement date. The employee can select from the following plans for transfer of accrued leave: MERP; employee's deferred compensation account; or employee's — VEBA account. If an employee fails to timely notify the Employer's layout department of the employee's election for the transfer, then the Employer will transfer all accrued leave, as designated below, to the MERP. If the employee selects to transfer the following accrued leave to the deferred compensation account, but all or a portion of the transfer exceeds the maximum allowable transfer to the deferred compensation plan, then the Employer will transfer that portion that exceeds the maximum deferred compensation contribution to the MERP.

- a. Mandatory Accrued Leave Contribution to Trust at Retirement. For every employee who is represented by [Local], the Employer shall, upon the employee's retirement from the Employer and no behalf of the employee, irrevocably contribute to the Trust on a pre-tax basis, an amount equal in value to X% of the payments that would otherwise be paid to the employee for unused sick [and/or vacation] leave under this Memorandum of Understanding. [If leave than 100%, add: The remaining 1% of the accrued leave payout entitlement under this Memorandum of Understanding shall continue to be paid in cash to the employee upon retirement.]
- b. No Individual Employee Election. The employee shall not have the option to receive a cash payout for the value of the accrued leave designated for contribution to a plan pursuant to this Section. In addition, the employee shall not have the option to contribute a larger or smaller percentage of accrued leave than the percentage indicated in Section 3(a) above.
- 4. EMPLOYER CONTRIBUTION AMOUNT. The Employer shall make a mandatory contribution of \$N.00° per mount for per pay period] on a pre-tax basis for every employee in the Defined Class. No employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash.

 $[Employer\ contribution\ amount\ does\ not\ have\ to\ match\ employee\ contribution\ amount.]$ 

5. REMITTANCE OF CONTRIBUTIONS. The Employer shall remit the above accrued leave contributions directly to the Trust for the duration of the Memorandum of Understanding. Those contributions shall be remitted directly to the custodian of the Trust within 30 days of the date the payment would have been payable to the employee.

The Employer hereby acknowledges receipt of the Trust Agreement governing the Trust and will comply with rules set by the Trust Office in pegad to reporting and depositing the required contributions set forth herein.

IAFF MERP Sample MOU Language

[The Local negotiating team should deliver a copy of the Trust Agreement to the Employer, and keep evidence of doing so, e.g., a signed receipt from the employer.]

6. REPORTING TO TRUST OFFICE. The Employer shall electronically submit to the Trust Office a monthly for per pay period report of contributing employees for each contribution sent to the Trust, in the format requested by the Trust, and received by the Trust Office within five (5) days of receipt of the contribution funds.

The Employer shall also provide an initial report of information for all contributing employees, as reasonably requested by the Trust; and shall send updates to this information to the Trust Office whenever the Employer has notice of changes to the information.

7. MODIFICATION OF EMPLOYEE CONTRIBUTION AND LEAVE AMOUNTS. The Employer and the Local agree that the Local has the right, subject to approval of its members according to the Local's internal rules, to prospectively modify the amount of the mandatory employee monthly contribution (Section 2), or the percent of the mandatory employee leave contribution (Section 3) during the course of this Agreement, so long as the modification is mandatory for all employees covered by this Agreement.

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## NEXT STEPS

## If you're interested in the IAFF MERP for your Local, we suggest the following next steps:

- Set up a meeting with the Trust and your Local Executive Board to review the plan again
- Determine what contribution strategies will work best for your Local and whether any carve-outs of the population would be beneficial
- Draft proposed contract language (or an MOU) for upcoming negotiations
- Develop a plan for educating members on the program and its benefits can include virtual and/or in-person meetings, station visits, etc.
- Use the Trust Consultants as a resource to help you through each of the above steps





# GET MORE INFORMATION

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