

**HOUSTON POLICE PATROLMEN'S UNION**  
**Membership Assistance Program**  
**PLAN DOCUMENT**

# TABLE OF CONTENTS

|   |    |
|---|----|
| INTRODUCTION .....                            | 2  |
| ELIGIBILITY FOR COVERAGE .....                | 3  |
| TERMINATION OF COVERAGE .....                 | 4  |
| DEFINITIONS.....                              | 5  |
| BENEFITS PROVIDED.....                        | 7  |
| SCHEDULE OF BENEFITS .....                    | 7  |
| COORDINATION OF BENEFITS .....                | 7  |
| PRE-EXISTING CONDITIONS .....                 | 8  |
| GENERAL PLAN EXCLUSIONS AND LIMITATIONS ..... | 8  |
| SUBROGATION / ACTS OF THIRD PARTY .....       | 9  |
| DISCRETIONARY ADDITIONAL BENEFITS .....       | 10 |
| GENERAL PROVISIONS .....                      | 10 |
| ERISA REQUIREMENTS.....                       | 11 |
| CLAIMS APPEAL / REVIEW PROCESS.....           | 13 |

# **INTRODUCTION**

The Houston Police Patrolmen's Union, hereby establishes, through a Fund established by HPPU, the benefits, rights, and privileges described in this Plan Document for the benefit of eligible Participants.

## ***PURPOSE***

The purpose of the Plan Document is to set forth the provisions of the Plan which provide for the payment or reimbursement of all or a portion of Salary income lost by participants as a direct result of being suspended by the Houston Police Department (referred to hereafter as "HPD"). Participants suspended, without pay, in relation to on-duty conduct while acting within the scope of their duties, shall be entitled to recover lost Salary for an aggregate period not to exceed sixty days.

## ***EFFECTIVE DATE***

The effective date of the Plan is \_\_\_\_\_ .

## ***PLAN SPONSOR***

The Plan Sponsor is the Houston Police Patrolmen's Union (referred to hereafter as "HPPU").

## ***NAMED FIDUCIARY AND PLAN ADMINISTRATOR***

The Named Fiduciary and Plan Administrator is the M.A.P. Committee, which shall have the authority to control and manage the operation and administration of the Plan. The M.A.P. Committee shall have the authority to amend the Plan, to determine its policies, to appoint and remove other supervisors, fix their compensation (if any), and exercise general administrative authority over them. The Administrator has the sole authority and responsibility to review and make final decisions on all claims to benefits hereunder.

## ***PLAN INTERPRETATIONS AND BENEFIT DETERMINATIONS***

Administrator shall have the authority, in its sole discretion, to make any and all factual determinations, Plan interpretations, eligibility and/or other determinations that it deems necessary, and no determination, or interpretation made by the Administrator shall be subject to reversal or even review in any judicial or other proceeding except upon pleading and proof that Administrator's determination or interpretation constitutes an abuse of discretion.

## ***CONTRIBUTIONS TO THE PLAN***

A fund shall be established pursuant to the Plan to which contributions shall be made. Contributions to the fund shall be deposited in a bank or similar financial institution. The fund shall be held in trust to be utilized for the purpose of providing benefits for Participants and defraying reasonable expenses of administering the Plan.

HPPU shall from time to time evaluate the costs of the Plan and determine the amount to be contributed by each Participant. Notwithstanding any other provision of the Plan, HPPU's obligation to pay claims otherwise allowable under the terms of the Plan shall be limited to the contributions

made to the Plan by the Participants as set forth herein. Payment of the said claims in accordance with these procedures shall discharge completely HPPU's obligation with respect to such payments.

In the event the Plan is terminated, then as of the effective date of termination, HPPU shall have no further obligation to pay additional claims under the Plan. All previous contributions made shall continue to be

used for the purpose of paying benefits under the provisions of this Plan with respect to claims arising before such termination, or shall be used for the purpose of providing similar benefits to Participants, until all contributions are exhausted.

### ***PROTECTION AGAINST CREDITORS***

No benefit payment under this Plan shall be subject in any way to alienation, sale, transfer, pledge, attachment, garnishment, execution or encumbrance of any kind, and any attempt to accomplish the same shall be void.

If HPPU shall find that such an attempt has been made with respect to any payment due or to become due to any Participant, HPPU, in its sole discretion, may terminate the interest of such Participant in such payment and in such case shall apply the amount of such payment to or for the benefit of such Participant, his spouse, parent, adult child, guardian of a minor child, brother or sister, or other relative of a Dependent of such Participant, as HPPU may determine, and any such application shall be a complete discharge of all liability with respect to such benefit payment.

### ***PLAN NOT A CONTRACT OF EMPLOYMENT***

This Plan will not be deemed to constitute a contract of employment or give any Participant the right to be retained in the service of HPD, otherwise retain Membership, or to interfere with the right of HPD to discharge or otherwise terminate the Membership of any Participant.

## **ELIGIBILITY FOR COVERAGE**

Coverage provided under this Plan for Participants shall be in accordance with the Eligibility, Effective Date, and Termination provisions as stated in this Plan Document.

Any change in the amount of coverage available to a Participant occasioned by a change in the classification of Participant shall become effective automatically on the classification change date; however, if the Participant is not Actively at Work within the eligible class on the date the amount of his coverage would otherwise increase, such increase shall not become effective until the next following day on which he is Actively at Work within the eligible class, If coverage for a Participant is to be continued during disability, approved leave of absence, or temporary layoff, the amount of his coverage shall be the amount for which he was covered on his last day of active work.

### ***EFFECTIVE DATE OF COVERAGE***

Participant Coverage under the Plan shall become effective with respect to an eligible person on the date such person becomes eligible for participative, is approved for participation, and pays all contributions necessary for participation. If application is made within thirty (30) days after the date of eligibility, and the applicant is otherwise eligible, the Participant Coverage for the eligible person shall become effective on the date that application is made.

HPPU reserves the right to require evidence of Membership in Good Standing, satisfactory to HPPU, from any eligible person who makes application for Participation in the Plan more than thirty (30) days after the date of his eligibility; his coverage shall become effective on the date such evidence of Membership in good standing is approved by the appropriate authority designated or required to perform such duties for HPPU.

If an eligible person is not Actively at Work on the date this Participant Coverage would otherwise become effective, his coverage shall become effective on the day he returns to active work.

All Participant Coverage under the Plan shall commence at 12:01 A.M. Standard Time on the date such coverage is effective, provided such Participant is able to be Actively at Work at such time.

If the Participant is not Actively at Work on the date this Participant Coverage would otherwise take effect, but was able to do so at 12:01 A.M. Standard Time had such work been commenced at that time, such Participant shall be eligible for coverage on that date.

## ***INCONTESTABILITY***

In the absence of fraud, all statements contained in a written application made by a Participant are considered representations and not warranties. Coverage can be voided or benefits reduced for fraudulent and/or material misrepresentation contained in a written enrollment form.

## **TERMINATION OF COVERAGE**

### ***PARTICIPANT TERMINATION***

Participant Coverage shall automatically terminate immediately upon the earliest of the following dates:

- A. Date of termination of Membership in Good Standing; or
- B. Date of final termination (including completion of all internal HPD appeals processes) of participant's employment by HPD
- C. Date the Participant ceases to be in a class of Participants eligible for coverage; or
- D. Date the Participant fails to make any required contribution for coverage; or
- E. Date the Plan is terminated; or with respect to any Participant benefits under the Plan, the date of termination of such benefit; or
- F. Date HPPU terminates coverage for Participant; or
- G. Date the Participant dies.

For the purpose of coverage under this Plan, a Participant's employment is considered to terminate on the date he ceases active work with HPD, except as follows

- A. If absent from work because of illness or injury, his coverage may be continued, until terminated by HPPU.
- B. If absent from work because of approved leave of absence, his coverage may be continued, until terminated by HPPU.

## **DEFINITIONS**

Certain words and phrases which may be used in this Plan Document are listed below, along with the definition or explanation of the manner in which the term is used for *the* purposes of this Plan. Any word(s) herein not specifically defined in the DEFINITIONS chapter hereof, shall have the common meaning ascribed to it in the normal employee benefits context. Masculine pronouns used in this Plan Document shall include masculine or feminine gender unless the context indicates otherwise. Wherever any words are used herein in the singular or plural, they shall be construed as though they were in the plural or singular, as the case *may* be, in all cases where they would so apply.

**ACTIVELY AT WORK** The term "Actively at Work" means the active expenditure of time and energy in the service and employ of HPD. A Participant shall be deemed Actively at Work on each day of a regular paid vacation, or on a regular non-working day on which he is employed by HPD, provided he was Actively at Work on the last preceding regular working day.

**AMENDMENT** The term "Amendment" means a formal document that changes the provisions of the Plan Document, duly signed by the authorized person or persons as designated by the Plan Administrator.

**BENEFIT PERCENTAGE** The term "Benefit Percentage" means that portion of Salary to be paid by the Plan in accordance with the coverage provisions as stated in the Plan.

**BENEFIT PERIOD** The term "Benefit Period" refers to a time period of sixty days, as shown on the Schedule of Benefits. Such Benefit Period will terminate on the earliest of the following dates:

- A. The last day of any Suspension, subject to the limitations of the Lifetime Maximum Benefit;
- B. The day the Maximum Lifetime Benefit applicable to the Participant becomes payable;
- C. The day the Participant ceases to be covered for Benefits; or
- D. The last day the Participant is a Member in Good Standing.

**CALENDAR YEAR** The term "Calendar Year" means a period of time commencing on January 1 and ending on December 31 of the same given year.

**ERISA** The term "ERISA" refers to the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et seq.*, or any provision or section thereof which is herein specifically referred to, as such act, provision or section may be amended from time to time,

**HPD** The term "HPD" shall mean the Houston Police Department.

**HPPU** The term "HPPU" shall mean me Houston Police Patrolmen's Union.

**LIFETIME** The term "Lifetime" in this Plan Document in reference to benefit maximums and limitations, is understood to mean "while covered under the Plan." Under no circumstances does "Lifetime" mean "during the lifetime of the Participant."

**M.A.P. COMMITTEE** The term "M.A.P. Committee" shall mean a committee of no less than three and no more than five Participants appointed by HPPU Board of Directors. The M.A.P. Committee shall have the expressed responsibility of operating the Plan on a day-to-day basis, and shall serve as the Plan Administrator and Named Fiduciary.

**MEMBERSHIP** The term "Membership" means to be a participant, in good standing, in the Houston Police Patrolmen's Union.

**PARTICIPANT** The term "Participant" means any person eligible for participation in the Plan, who makes application, is accepted, and timely pays all contributions due under the Plan, and is properly enrolled in the Plan,

**PLAN** The term "Plan" means, without qualification, the benefits, rights and privileges set forth in this Plan Document, which have been adopted by HPPU. This Plan Document contains the entire Plan, until amended.

**PLAN ADMINISTRATOR** The term "Plan Administrator" means HPPU, which is responsible for the day-to-day functions and management of the Plan. The Plan Administrator may employ persons or firms to process claims and perform other Plan connected services.

**PRE-EXISTING CONDITION** The term "Pre-Existing Condition" means any action for

which the Participant is disciplined which occurred prior to the date of Participant's first day of coverage under the Plan.

**SALARY** The term "Salary" shall mean the base net (after taxes) pay received by the Participant from HPD in compensation for the Participant's normal duties for HPD. Under no circumstances shall Salary include bonuses, incentives, overtime, or other forms of compensation offered or paid by HPD in addition to the Participant's base pay. Neither shall Salary include income from any work, job, or occupation other than the Participant's primary work for HPD.

**SUSPENSION** The term "suspension" shall mean any disciplinary action taken against the Participant by HPD which includes or results in a temporary abatement or termination of Participant's duties for and/or employment by HPD,

**UNION** The term "Union" shall mean HPPU.

## **BENEFITS PROVIDED**

### ***SALARY REPLACEMENT***

Participants suspended, without pay, by HPD as a direct result of disciplinary procedures relating to the Participant's actions while on-duty, and/or acting within the scope of his duties as an employee of HPD, shall be entitled to recover up to sixty working days of Salary lost due to such suspension(s). All claims made and benefits paid under this Plan shall be subject to the terms, conditions, and limitations contained herein.

### ***CONTRIBUTION REFUND***

Upon final, uncontested termination of any Participant's employment with HPD, that Participant shall be eligible for a refund of fifty percent (50%) of all contributions paid to the Plan by the Participant, less any benefits paid to the Participant under the Plan, provided that the Participant has been paid no more than fifteen days in total lost Salary benefits. Any refund of contributions paid to any Participant under this section of the Plan shall be paid no later than thirty days following the date of uncontested termination of the Participant's employment with HPD.

## **SCHEDULE OF BENEFITS**

### ***LOST SALARY***

The **Benefit** Period shall be any suspension period meeting the coverage criteria under this Plan, The **Lifetime Maximum Benefit** per Participant under this Plan shall be a total of sixty working days Salary.

## **COORDINATION OF BENEFITS**

The Coordination of Benefits provision is intended to prevent the payment of benefits which exceed expenses. The Coordination of Benefits provision applies when the Participant who is covered by this Plan is also covered by any other plan or plans as defined in this provision.

## **COORDINATION PROCEDURES**

Notwithstanding the other provisions of this Plan, benefits that would be payable under this Plan will be reduced so that the sum of benefits under this Plan and all other benefits\* payable will not exceed the total

Participant's Salary lost during any claim period.

For the purpose of determining the applicability of and for implementing this provision, or any provision of similar purpose in any other plan, HPPU may, without the consent of or notice to any person, release to or obtain from any other insurance company or other organization or person any information with respect to any person, which HPPU deems to be necessary for such purposes.

Any Participant claiming benefits under this Plan will furnish to HPPU such information as may be necessary to implement this provision or to determine its applicability.

This provision is applicable only to Participants who are also eligible for Workers' Compensation Benefits and/or Unemployment Benefits during the claim period. The benefits of this Plan will be coordinated with The Texas Compensation Commission and the Texas Employment Commission in accordance with the Coordination of Benefits Provision of this Plan. The total benefits available to the Participant under this Plan will be reduced by the amount of Workers' Compensation and/or Unemployment Benefits for which the Participant is eligible.

## **PRE-EXISTING CONDITIONS**

The term "Pre-Existing Condition" means Salary lost as a direct result of a disciplinary procedure relating to conduct which occurred prior to the effective date of this Plan, prior to the Participant's participation in this Plan, and/or prior to the Participant's first day of membership in HPPU.

Claims resulting from Pre-Existing Conditions, as defined in the Plan, are excluded from coverage under the Plan.

## **GENERAL PLAN EXCLUSIONS AND LIMITATIONS**

The following exclusions and limitations apply to Salary lost by all Participants, and Covered Claims do not include:

- A. Claims incurred prior to the effective date of coverage under the Plan, or after coverage is terminated;
- B. Claims arising out of or in the course of any work for any employer other than HPD, including occupations for wage or profit, or for which the Participant is entitled to benefits under any Workers' Compensation or Occupational Disease Law, or any such similar law;
- C. Claims resulting from or occurring any alleged action by a Participant which results in charges being filed against the Participant by a County District Attorney or the United States Attorney's Office. However, if Participant is found innocent, not-guilty, or charges against the Participant are dismissed, and no conviction or plea bargain results from such charges, Participant may then be retroactively found to qualify for benefits under this Plan;
- D. Claims incurred in connection with any intentionally self-inflicted Injury or Illness, whether sane or insane; and
- E. Claims incurred in connection with any Suspension in relation to which the Participant fails to timely file with HPD each available internal appeal.