

CORRECTIONAL INCOME PROTECTION BENEFIT, LLC.

I - DESCRIPTION

The Correctional Income Protection Benefit (CIPB) is an opt-in benefit of the Fraternal Order of Police, Arizona Lodge 44 (FOP44) and is administered by the Correctional Income Protection Benefit LLC for the purpose of advancing and safeguarding the economic interests of Participants in the event they suffer a salary loss due to a disciplinary suspension. Salary Assistance is subject to conditions & limitations set forth in this document.

II - ADMINISTRATION

Fraternal Order of Police, Lodge 44 for Corrections, Inc.
Administered by Correctional Income Protection Benefit, LLC (CIPB)
Post Office Box 64861
Phoenix, Arizona 85082
602-529-6670 • Voice
888-818-1676 • Fax
info@azcipb.org

III - BOARD MEMBERS

The CIPB Board consists of two appointed active members of the Fraternal Order of Police, Arizona Lodge 44 (One current State Employee and one retired State Employee) and the President of FOP44 will act as Chairman of the Board. The Board shall appoint one of its members as the Administrator of this program.

IV - LEGAL COUNSEL

YEN PILCH & LANDEEN, P.C.
6017 N 15th St, Phoenix, AZ 85014
(602) 241-0474

V - PARTICIPANT FEES (as of April 1st, 2016)

To participate in the program, each Participant must pay to CIPB membership Fees of \$10/Month by pre-paid subscription through the CIPB PAYPAL service. Cash will not be accepted.

*The CIPB is not paid through your FOP Membership Dues, you must purchase CIPB separately at the website of: **www.azcipb.org** to participate.*

VI - METHOD OF APPLICATION

Application for participation in the CIPB may only be made online (via the internet) at: **www.azcipb.org**

VII - NOTICE OF PARTICIPATION AND COVERAGE DATE

The effective date of participation in the program is the date CIPB receives payment of Participant Fees set forth in Section V above. Notwithstanding a Participant's payment of Fees, however, a Participant shall not be eligible to apply for or receive CIPB salary assistance for any suspension issued to Participant within 90 days following the Participant's effective date.

VIII – RENEWAL OF PARTICIPATION

Participant's membership in, and right to apply for and receive salary assistance, shall terminate on the first anniversary of Participant's effective date unless prior to that date, Participant has renewed and extended membership by remitting Participant renewal Fees in the amount provided in Section V above. If Participant's membership lapses due to non-payment of Fees, Participant may reinstate membership by remitting Participant Fees, **provided, however**, that unless waived by the CIPB Board, the late payment will be treated as a new application and the 90 day waiting period from the effective date shall again be in effect.

IX - CANCELLATION OF PARTICIPATION

Participants may cancel CIPB participation by canceling their PayPal payments or by contacting CIPB in writing via email, fax, or correspondence to: Correctional Income Protection Benefit, LLC (CIPB) Post Office Box 64861, Phoenix, Arizona 85082. Fax 888-818-1676 • email info@azcipb.org. The effective cancellation date will be the date of the email, fax or postmark. If a charge is made to the participant's Paypal subscription after the cancelation date, a prorated

refund will be provided for the charge processed after the date of cancellation, less a handling fee of not more than \$10. No other refunds will be paid.

X – SALARY ASSISTANCE

The CIPB salary assistance is subject to CIPB conditions & limitations. The CIPB provides salary assistance for salary lost as a result of issued disciplinary suspensions. Such assistance is equal to up to three days' of actual base (Gross) salary or \$500, whichever is less. Salary loss shall be calculated by the CIPB Administrator at the Participant's regular basic salary rate, excluding the value of overtime, perquisites (such as use of a vehicle or other equipment, etc.) and employment benefits.

The Participant shall not be eligible to apply for or receive salary assistance from the CIPB more than once in any 12 month period.

It shall be the responsibility of the Participant to provide to the CIPB Administrator's satisfaction, a completed and accurate application and proof of salary and actual salary loss.

XI - REIMBURSEMENT PROCESS

Upon being issued a disciplinary suspension, a Participant may apply for salary assistance by completing and submitting to the Administrator as soon as practicable, an application for salary assistance in the form found at www.azcipb.org.

The Participant shall assist and cooperate with CIPB toward the resolution of any request for reimbursement, including assisting with discovery and allowing FOP44, at its sole discretion, to assist in any grievance for disciplinary suspension, if applicable.

The CIPB will not consider any application for salary assistance filed more than 60 days after the issuance of the disciplinary suspension for which salary assistance could otherwise be sought

XII – OTHER CONDITIONS & LIMITATIONS

1. Participant must be an active member of the Fraternal Order of Police, Arizona Lodge 44 with ALC (legal plan) in good standing.
2. Participant must be a paid Participant of the CIPB program in good standing at the time of application. Missed or skipped payments may render Participant ineligible.
3. Participants are not eligible to apply for or receive salary assistance for any disciplinary suspensions issued within 90 calendar days after Participant's first payment into CIPB.
4. The CIPB will not pay salary assistance for any disciplinary suspensions issued for conduct alleged to have been committed by Participant prior to Participant's first payment into the program.

5. CIPB will not pay salary assistance for more than one disciplinary suspension in any 12 month period of time, except as the Board in its discretion may approve otherwise.
6. In the event CIPB pays salary assistance and, at the Participant's discretion, successfully grieves Participant's disciplinary suspension, Participant assigns and agrees to reimburse the CIPB any and all salary assistance and costs and attorneys' fees reasonably expended by CIPB for Participant's benefit. Such right of reimbursement, however, shall be limited to the amount actually awarded to Participant.
7. The Participant shall execute and deliver instruments and other documents, cooperate with the CIPB in every way, appear for depositions and hearings, and do whatever else is necessary to secure and pursue CIPB's above rights. The Participant shall do nothing to prejudice such rights.
8. The rights of the Participant in the CIPB are personal to Participant and are not assignable.
9. If a Participant dies, is permanently disabled or is adjudged incompetent, their rights under the CIPB program shall terminate on the date of death, disability or incompetency, **provided, however**, that the CIPB shall pay salary assistance to or on behalf of the Participant or Participant's legal representative with respect to salary assistance to which Participant would otherwise have been entitled prior to the date of death, disability or incompetency.
10. Terms of participation which are in conflict with applicable statutes are hereby amended to conform to such statutes.
11. CIPB Fees may be modified at the Board's discretion in order to ensure the fiscal solvency of the CIPB.
12. Salary assistance under this program will **not be paid** if Participant:
 - A. Is no longer an FOP Lodge 44 Member in good standing;
 - B. Fails to pay Participation Fees or allows their payments to lapse;
 - C. Voluntarily resigns while under the investigation process;
 - D. Was disciplined as a result of a DUI or DWI (Alcohol or Narcotics);
 - E. Was suspended as a result of:
 - 1 conduct endangering the life or livelihood of a fellow employee;
 - 2 assaultive activity towards another employee;
 - 3 sleeping on duty;
 - 4 gross insubordination;
 - 5 misuse, theft, or destruction of State property;
 - 6 knowingly falsifying reports;
 - 7 failure to take or pass a required examination;
 - 8 use, possession or evidence of intoxicants or illegal drugs while on duty or subject to duty;
 - 9 criminal or civil court action;
 - 10 an act of moral turpitude;
 - 11 sexual relations with an inmate;
 - 12 sexual relations with an parolee*;
 - 13 providing financial aid to an inmate*;
 - 14 providing financial aid to an parolee*;

* unless Participant was and is currently in an established relationship with the the parolee prior to incarceration.

XIII - INTERPRETATION OF THE CIPB & APPEALS

The construction and interpretation of the CIPB provisions are vested with the Board in its absolute discretion, including but not limited to the determination of facts, coverage, benefits, eligibility and all other CIPB provisions. The Board and the CIPB shall endeavor to act, whether by general rules or by particular decisions, so as to treat all persons in similar circumstances without discrimination with respect to race, color, religion, creed, national origin or sex. The Board's constructions, interpretations, determinations and decisions shall be final, conclusive and binding upon all persons having an interest in the CIPB. As a member of both the CIPB and the FOP, the participant may appeal any denial of payment based on this Section XII- CONDITIONS AND LIMITATIONS of this document. Appeals may be requested in writing to the CIPB Administrator and must be received by the Administrator within 30 days of denial. Participant must include in the request, why he/she is appealing the decision of the CIPB Board. Participant will be advised as to receipt of the request for appeal and will be advised as to the time and location for the participant report in person to the Board. The Board will conduct a meeting with the Participant during a monthly meeting of the FOP Lodge 44 Membership. After hearing the Participant's appeal, the board will ask the attending members of FOP44 to vote to either affirm the Board's interpretation or reverse the interpretation and pay the benefit.

In spite of FOP Lodge 44's involvement in resolving any appeal as provided above, Participant understands and agrees that CIPB is an independent entity whose debts are not and can never be the debts of FOP Lodge 44 for Corrections, Inc. Participant therefore agrees to hold FOP Lodge 44 for Corrections, Inc. harmless from and against any and all financial responsibility for any claims Participant has or may assert against the CIPB.

XIV - CHANGES AND AMENDMENTS

Changes and Amendments to CIPB program shall only be by Written Amendment. Notice to or knowledge possessed by any agent or other person shall not effect a waiver or change in any part of this program description, its attachments or any certificate of participation, or stop the CIPB from asserting any right under the terms of same. The terms of this program, its attachments or any certificate of participation shall not be waived or changed, except by written amendment or endorsement approved by the Board and issued to form a part of same.

XV - SEVERABILITY

If any provision of this Plan Description or attachment is found to be invalid, unlawful or unenforceable, all other provisions shall, to the extent possible, remain in full force and effect.