

**WEST CENTRAL MISSOURI FRATERNAL ORDER OF POLICE LODGE #50**

**STATEMENT OF LEGAL SERVICES PLAN**

Section 1. Benefits:

- A. The following services shall be automatically provided by the Plan to eligible members:
  - 1. Initial consultation regarding any internal police agency investigation.
  - 2. Initial consultation regarding any administrative actions or proceedings involving the discipline of a member by way of a reduction in salary, written reprimand, demotion, suspension or termination.
  - 3. Initial consultation regarding worker's compensation claims resulting from a job related injury.
  - 4. Two (2) hours legal consultation per year for legal advice regarding personal or family civil matters not job related (excluding domestic relations matters, wills, and estate planning).
  
- B. The following services shall be provided only after receiving approval of the Legal Services Committee at each step of the applicable process:
  - 1. Legal representation before any law enforcement agency, board or tribunal or any local government administrative board or tribunal regarding demotion, suspension, or termination of employment with a police department.
  - 2. Legal advice, consultation, and/or representation regarding an appeal of the decision of any law enforcement agency or local government administrative board or tribunal which resulted in the demotion, suspension, or termination of employment with a police department.
  - 3. Legal advice, consultation, and/or representation regarding the issuance, suspension, cancellation or revocation of any certificate or license issued by federal, state or local authorities which is required for law enforcement personnel.

4. Legal advice, consultation, and/or representation regarding a member's other professional rights, duties or responsibilities which arise out of and in the course and scope of the member's employment.
5. Legal advice, consultation, and/or representation in any civil action or proceeding against a member arising out of the activities of the member in the course and scope of employment as a law enforcement officer.
6. Criminal proceedings against a member arising out of the activities of the member in the course and course of employment as a law enforcement officer if the member was acting in good faith and in what the member reasonably believed to be his or her lawful law enforcement duty.

## Section 2. Legal Fees and Costs:

Legal fees and costs incurred in connection with the rendition of legal services under the Plan shall be borne by the Plan. Fees include but are not limited to such expenses as attorney fees, depositions, filing fees, mileage, telephone, reproduction expenses, court recording fees, and any other Plan related costs. The Plan shall be subrogated to all rights of an eligible member or dependent to recover attorney fees and costs against any person or entity. Eligible members shall execute and deliver to the Plan's attorneys any instruments or papers and do whatever else is necessary to secure such rights for the Plan, and they shall do nothing to prejudice such rights.

In the event the member shall fail or refuse to fully cooperate with the Plan to subrogate his or her rights to attorneys fees and costs to the Plan, the Plan reserves the right to refuse to provide said member with the legal services outlined herein.

## Section 3. Member Eligibility:

An active Lodge member or associate member as defined by the Lodge 50 Bylaws shall be eligible to receive the benefits provided under the Plan if, at the time the member seeks such benefits, the member is a member in good standing and also was a member in good standing at such time that the incident occurred for which benefits are sought. Furthermore, the member must remain in good standing throughout the period of time in which benefits are provided. The Legal Services Committee may waive the foregoing requirement that the member be in good standing if, and only if, the incident for which services are sought caused or contributed to the member no longer being in good standing. Services provided under the Plan are personal and non-assignable.

Section 4. Member Contribution to the Program:

- A. While the Lodge will pay for all legal fees and costs through membership dues, the Lodge recognizes that its members may, on a case by case basis, be compensated for lost wages, damages or attorney's fees as a part of the resolution of a legal claim for which representation was provided by the plan. In order to insure the availability of the Plan's services to all members, now and in the future, each member recognizes his or her obligation to assist in perpetuating this legal assistance plan for other members. Therefore, in consideration of providing benefits to a lodge member, the member in turn agrees to reimburse the plan for legal fees and expenses paid on the member's behalf as follows:

If the member is awarded back pay, damages or attorney's fees as a result of the legal representation provided under the plan, the member shall reimburse the plan up to the full amount of legal fees and expense paid by the plan from such portion of the award that exceeds the member's actual net loss of pay for the period of disciplinary action, taking into consideration any other sources of income earned by member during that same period of time.

- B. When the member meets with the attorney, the member agrees to sign an engagement letter with the attorney which provides, among other things, that the member agrees that the legal representation is provided pursuant to and governed by the terms and provisions of the West Central Missouri Regional Lodge No. 50, Fraternal Order of Police Statement of Legal Services Plan as it may be amended from time to time and that the member agrees to be bound by and comply with the fee and expense reimbursement provision contained in Section 4 of the plan as if fully set forth in this agreement. The member shall further agree and authorize the said attorney to deduct and pay directly to the Lodge any attorney's fees and expense reimbursement to which the Lodge may be entitled out of any monies collected on behalf of the member.

Section 5. Exclusions:

The following services shall be excluded and shall not be provided under this Plan:

- A. A judicial or administrative proceeding involving any of the following as an adverse party:
1. The Plan, or any employee or agent thereof.
  2. The Fraternal Order of Police, West Central Missouri Lodge.
  3. The Plan's attorneys.

- B. Any matter or proceeding in which legal services are available through insurance or in which any entity has a legal obligation to provide legal representation to the member.
- C. Payment of fines, penalties, civil damages, or court awarded attorney's fees or costs against the member.
- D. Any incident pending or occurring prior to the time the member becomes eligible to receive services under the Plan.
- E. Any service required after a member has been issued a traffic ticket, has been arrested, or has been the subject of a warrant for his/her arrest, has been charged with or indicted for any reason, or is a defendant in any criminal proceeding involving the violation of any Federal, State, or local criminal or traffic law. However, if any eligible member is found not guilty or is otherwise discharged in criminal action or proceeding, or from a ticket, arrest or warrant, the member may thereafter petition the Legal Services Committee, which may solely in its discretion make payment under the Plan for all, part, or none of the legal fees incurred by the member in such action or proceeding.
- F. Lodge "Corporate" matters involving legal services affecting the Lodge as a corporate entity.
- G. Representation in filing and processing a Workers' Compensation claim.
- H. Any action or misconduct by the member which occurs outside the member's course and scope of law enforcement duties.
- I. Any other matters involving traditional "labor relations" issues including but not limited to issues arising under the Fair Labor Standards (Wage and Hour) Act, American with Disabilities Act, Age Discrimination in Employment Act, Civil Rights Act of 1964, United States Code Section 1983, Pension and Retirement Issues under both State and Federal Laws and Section 105.500 et seq. of the Revised Statutes of Missouri, or any other issues not related to a member's retention of employment with a police department.

Section 6. Operation of the Plan:

The Plan shall be administered by the Lodge Legal Services Committee as follows:

- A. Eligible member inquiries related to the utilization of the provisions of this Plan must initially be directed to the Lodge President or the Legal Services Committee Chairperson or their designee to authorize any benefits under the Plan.
- B. At the time of authorization, the member may choose an attorney from one of the Plan's law firms and said attorney's office will be notified immediately that authorization has been given.
- C. The member shall contact the chosen attorney, and if the service required falls under Section 1, Paragraph A of this Plan, the attorney shall proceed without interference or instructions from the Lodge. Except that the attorney has the right under the Plan to refuse to provide services in any matter which the attorney believes to be superfluous, without merit, or frivolous.
- D. The member shall contact the chosen attorney and if the service required falls under Section 1, Paragraph B of this Plan, the attorney shall notify the Chairperson of the Legal Services Committee of his opinion as to the merits of the case. The Committee shall review the request and decide whether to authorize further services under the Plan or disapprove any further services under the Plan.
- E. If immediate action is necessary in order to protect the member's rights, the chosen attorney is authorized to take such action as is deemed necessary to protect the member but shall refrain from any further action until receiving the approval of the Committee.
- F. If the Committee authorizes the services requested, the attorney shall proceed without interference or instructions from the Lodge.
- G. If the Committee disapproves the services requested, the member may appeal to the Lodge membership at the next membership meeting. The membership's decision is final and binding on the member and the Plan.