

# Rockford Unit 6 Bylaw

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### **ARTICLE I. Name and Object**

#### **Section 1**

This organization shall be named and known as the "Rockford Unit Number 6 of the Police Benevolent and Protective Association of Illinois."

## **Section 2**

The purposes for which this Unit is organized are to foster and encourage its members to attain a high degree of skill and efficiency in police work, to elevate the standards of police departments by urging the elimination of politics from their conduct, to cultivate friendship and create a more complete and thorough coordination by and between the many police officers and police departments in various cities, towns, and villages in the state of Illinois and to promote the general welfare of its members by engaging in collective bargaining and by other honorable and legislative means to uphold and defend the Constitution and Bylaws of the State Association. For the purpose of this constitution and Bylaws and unless otherwise required content, the word "Unit" hereafter shall mean this local Unit only.

## **ARTICLE II. Membership**

### **Section 1**

There shall be three (3) categories of membership in the Unit: Regular, Retired, and Executive Inactive.

### **Section 2**

Regular members shall be persons who have been duly appointed and are regularly employed as sworn police officers by the City of Rockford and are contained within the bargaining unit represented by the local unit.

### **Section 3**

Retired members are persons who have retired or been otherwise pensioned from their employment as sworn police officers for the City of Rockford.

### **Section 4**

Executive Inactive members are persons who have been promoted to non-bargaining unit positions with the Department and are regularly employed as such for the City of Rockford.

### **Section 5**

Any member of this Unit who resigns or is discharged from employment which qualified him as eligible to membership in the Unit shall be automatically dropped from membership at the time of his resignation or discharge and he shall be entitled to no benefits, unless otherwise noted in the Bylaws, thereafter and the Treasurer of this Unit shall refund him that part of the money paid by him as dues, or any other monies paid by him and authorized by these bylaws, which covered membership in this Unit after the time of his resignation or discharge.

### **Section 6**

Any person who has been convicted of an indictable offense against the laws of any state or of the Federal Government shall be ineligible to membership in this Unit and any members of this Unit who are convicted of an indictable offense against the laws of any state or the Federal Government shall be automatically dropped from membership in this Unit at the time of his conviction.

### **Section 7**

The benefits of membership in this unit shall only be available to regular members who have authorized payroll deduction for the payment of duties, fees, and assessments to the Unit and are in good standing with respect to such financial obligations to the Unit and to retired members in good standing. Executive inactive and retired

members shall be eligible to vote on constitution and bylaws questions notwithstanding this provision.

### **ARTICLE III. Officers and Elections**

#### **Section 1**

The Executive Board of this Unit shall consist of the President, Vice-President, Recording Secretary, and Treasurer. The Board of Directors shall consist of the Executive Board, five members and one retired member. The President shall act as a Chairman.

#### **Section 2**

The office of President, Vice-President, Recording Secretary, Treasurer, and five regular members of the Board of directors shall be duly nominated by the regular members at every other annual meeting of this Unit. The retired member of the Board of Directors shall be nominated by the retired members and shall be elected by secret written ballot of the retired members present at the annual meeting. This Unit's Executive Board and the Board of Directors shall hold office for a term of two years.

#### **Section 3**

The election shall be by secret ballot on the Friday of the next week containing a payday after the week of the annual meeting. The polls shall be open from 6:00 a.m. to 9:00 p.m. The nominee receiving the highest number of votes cast shall be declared elected. In any matter deemed appropriate for a vote of the membership by the President or Board of Directors, the vote shall be conducted by secret ballot among regular members of the Unit on the Friday of a week containing a payday, with polls to be open from 6:00 a.m. to 9:00 p.m. In the event of a tie in election of any position, the election will be decided by a game of chance to be decided upon, by a majority of the newly elected executive board.

#### **Section 4**

Any member in good standing in this Unit is eligible for elective office or appointment to a committee.

## **Section 5**

In matters deemed appropriate for a vote of the membership by the President or Board of Directors, the vote shall be conducted by secret ballot among regular members of the Unit on the Friday of a week containing a payday, with polls to be open from 6:00 a.m. to 9:00 p.m.

## **Section 6**

Whenever issues pertaining to collective bargaining with the City of Rockford are to be discussed by the membership of the Unit, the notice of such meetings shall so state. Executive inactive members will not be eligible to attend such meetings or that part of the meeting where such discussion is held. Only regular members of the Unit shall be eligible to vote on matters pertaining to collective bargaining with the City of Rockford.

## **Section 8**

When agreements are made that alter the Collective Bargaining Agreement, entered into with the City of Rockford or its agents by the President of this Unit or his designee or committees, these agreements will be viewed as tentative. Tentative agreements shall be brought before the unit's Board of Directors. The Board of Directors must by majority vote, accept, reject, modify, or refer the agreement to the unit members for ratification by a majority of votes cast. It shall be the recording secretary's responsibility to maintain copies of all tentative agreements in hard copy form, until such time as they be officially added into the contract. All new contractual agreements made with the City of Rockford shall be ratified by a majority of the membership by secret ballot.

## **ARTICLE IV. Duties of Officers**

### **Section 1**

It shall be the duty of the President to conduct said meetings and shall be governed in his decisions by "Roberts Rules of Order". He

shall appoint any and all committees which the business of this Unit may require and shall fill any vacancy which may occur therein. He shall fill any vacancy occurring on the Executive Board or on the Board of Directors until such vacancy is filled by election. He shall submit to the annual meeting a written report of official acts during his term of office. He shall have general supervision of all Association propagation and work. The President shall be responsible for implementing procedures, which protect the fairness of all the balloting processes. He shall be allowed all legitimate expenses incurred while performing the responsibilities of President, subject to approval by Board of directors. Any expense over \$200 shall be first approved by a majority vote of the Board of Directors.

### **Section 1(b)**

If any member of the Executive Board resigns, they shall be replaced by a member of the current Board of Directors. The President will make the appointment. Upon the death, resignation, or removal of the President, the Vice-President shall move up to the President and he shall appoint a current board member to fill the open position. If any board member absents himself/herself, without cause, from four Executive Board or Board of Directors meetings within a year, the President can declare his position vacant with majority approval of the Board of Directors. To fill a vacancy of the Board of Directors, the President will call for names to be submitted from the Unit members for a two week period, and the President shall pick a Unit member to fill the remainder of the term.

### **Section 2**

It shall be the duty of the Vice-President to assist the President in performing his duties and in the absence of the President he shall assume the duties of the President. He shall be allowed the same privileges and power and authority as the President while serving as such.

### **Section 3**

The Treasurer shall be custodian of all monies of this Unit. He shall collect and keep an accurate record of all dues, fees, fines, special assessments and all other monies due this Unit. He shall keep an accurate record of the membership of this Unit and the name and address of the beneficiary of each member. He shall submit in writing to the Annual Meeting a financial statement showing the disposition of all monies of the Unit received and disbursed by him during his term of office. He shall also submit in writing to said meeting the numerical strength of the membership of this Unit. He shall also submit a written report to said Unit of his official acts during this term of office. The Treasurer shall be bonded in the sum of not less than One thousand Dollars and he shall always be bonded for a sum greater than the amount of cash on hand. The premium of said bond shall be paid for from the funds of this Unit. The Treasurer shall be allowed all legitimate expenses incurred while performing the duties of Treasurer, subject to approval of the Board of Directors.

#### **Section 4**

The Recording Secretary shall be custodian of all records and shall record the minutes and proceedings of all meetings held by this Unit and by the Board of directors. He shall have charge of correspondence as the President shall direct, or the business as the Unit requires, and shall maintain accurate copies of all Unit records and correspondence.

#### **Section 5**

The Board of Directors shall administer the business of this Unit not otherwise prescribed in the Constitution and Bylaws. The members of the Board of Directors shall be allowed all legitimate expenses incurred while attending the Board meetings. For the purpose of transacting business a quorum for the Board shall consist of a majority of members, including the President. The Board of Directors shall approve the schedule of benefits to be provided under the Unit Member Retirement Program. The Board of Directors or the committee chairperson if directed by the President will report to the membership at each spring meeting concerning the actuarial viability of the Retirement Health Fund Plan (RHFP), including a complete financial projection based upon recognized actuarial principles which

take into account the size of the asset pool of generated by the RHFP, the continuity of the RHFP and the goal of providing retiring members a retirement benefit payment at the time of their retirement which shall be uniform for each member retiring during any particular calendar year.

## **ARTICLE V. Fees, Dues, and Assessments**

### **Section 1**

The fiscal year of this Unit shall begin January 1st, of each year and end December 31st of the year.

### **Section 2**

Executive inactive dues shall be one-half (1/2) of regular dues. Retirees shall pay no dues. Regular dues shall be 1 1/4% (1.25%) of a starting Patrolman's pay. Paid in twenty-six (26) payments per year, bi-weekly. Local dues shall be used to pay each members state dues. Dues paid by the President, Vice-President, Secretary, and the Treasurer shall be reimbursed annually beginning with the second payday in April 2003, and each second pay day in April thereafter. Should any of the aforementioned not complete their term of office, they shall be entitled to a prorated reimbursement.

### **Section 3**

Any member of this Unit who refuses, fails, or neglects to pay their dues for a period of thirty days after they become payable shall be declared delinquent and not in good standing and if they should refuse, fail, or neglect to pay their dues for a period of ninety days after they have become payable, shall be dropped from membership and be declared a nonmember. Dues of those members who enter the Armed Services directly from their employment as sworn police officers shall be waived during their period of mandatory service in such Armed Forces, and for the duration thereof, and for the balance of the year in which he is discharged for such Armed Forces.

### **Section 4**



Special assignments may be levied upon the members of this unit whenever it becomes necessary to carry out the works and purposes of the Unit. But no assessment shall be levied until it has the approval of the majority vote of the entire membership.

### **Section 5**

Any member who refuses, fails, or neglects to pay any assessments for a period of thirty days after it has been duly authorized shall be declared delinquent, and not in good standing. If they should become ninety days delinquent in payment of such dues, they shall automatically be dropped from membership and declared a nonmember.

### **Section 6**

Each person who, although eligible for regular membership, chooses not to become a member, or who has been dropped from the membership in this Unit for nonpayment of dues or assessments, then seeks to join or rejoin the Unit, shall pay the Recording Secretary all dues and assessments which were due from regular members during the period such person was a nonmember.

### **Section 7**

Any person who is delinquent, or is a nonmember, or has been dropped from membership shall not be entitled to any of the benefits herein provided unless and until he is reinstated and restored to good standing in the manner and for the time herein provided.

### **Section 8**

Members in good standing of the Unit, when placed on disability from a job-related injury, shall remain members and their state dues shall be paid out of the treasury. After 20 years paid, they shall be placed on retirement.

## **ARTICLE VI. Disposition of Funds**

### **Section 1**

All monies and/or other assets belonging to this Unit shall be in custody of the Treasurer and he shall deposit same in banks approved by the Board of Directors.

## **Section 2**

The Treasurer shall furnish each member of the Board of Directors with a financial statement annually, showing all monies received and disbursed, upon request.

## **Section 3**

Unit 6 Retirement Health Funding Plan (RHFP) also known as VEBA

### **Section 3.1**

The Retirement Health Funding Plan (RHFP) shall be utilized to provide a benefit to retiring Regular and Executive Inactive Association members (herein after identified as Association Members) who are in good standing in the Unit and in accordance with the eligibility requirements specified below. Reasonable and necessary administrative expenses incurred in support of the RHFP shall be deducted from the fund.

Said benefit shall be a specific dollar amount that the retiree may access upon proof of eligible medical expenses to the designated Third-Party Administrator (TPA) authorized to manage reimbursements.

A. The RHFP benefit shall be available to all Association Members in good standing after retiring who:

1. Have a minimum of Twenty (20) years of continuous membership in the Unit, and;
2. Have continually paid any and all assessments to the RHFP until their official retirement.

As used herein the term "retiring" shall also include placement on a disability

pension as provided in paragraph "B" below.

B. Members who are in good standing, and have paid their RHFP fund contribution continuously, that are placed on a disability pension, whether work related or not, shall be eligible for this benefit.

C. Members who are in good standing and have paid their RHFP fund contribution continuously, whose death is considered a Line of Duty Death, shall be eligible for the same benefit as a member who retired that calendar year.

D. Employees hired by the Department, must join the Unit and become members in good standing in the Unit within thirty (30) days of their appointment. They must remain members in good standing and have paid their RHFP fund contribution continuously thereafter until their official retirement from the Department.

### **Section 3.2**

The president of Unit shall establish a RHFP Advisory Committee consisting of no less than five (5) Association Members who are in good standing. The President of the Unit shall appoint one of the five (5) committee members to serve as the Chairperson for the Committee. The terms of the Committee members shall be at the discretion of the President of Unit 6.

The RHF Plan Advisory Committee shall monitor the funds of the program and shall:

- A. Establish an Investment Policy for the RHFP fund, and;
- B. Make recommendations to the duly elected Board of Directors for Unit (hereinafter known as "the Board") for dollar amounts to be credited to members retiring during the following calendar year, and;
- C. Make recommendations for the level of payroll contributions to be deducted from members paychecks to fund the benefit

program, and;

D. Seek requests for Proposals for an Administrator and TPA for the plan no less than once every three (3) years and submit the committee's recommendation to the Board for approval, and;

E. The Committee shall meet no less than two (2) times yearly, which shall include a meeting around the month of October. The Committee will determine at its' October meeting:

1. The lump sum benefit to be credited to members that will retire during the following calendar year, and;

2. The contribution level to be paid by the active members for the following calendar year, and;

3. Submit their recommendations to the Board in writing at/or prior to the Board's November monthly meeting. The Board shall vote on the Committees' recommendations. The Board has the authority to increase the level of payroll contributions after providing no less than thirty (30) days' notice to the contributing members. Contribution levels may be changed once during a calendar year after approval of the board, however, the lump sum amount to be credited for members retiring during the following calendar year shall be established by the Board no later than December 15<sup>th</sup> each year. The Committee Chairperson shall report to the Board no less than once every six (6) months to provide a report on the status of the fund.

### **Section 3.3**

The retiree may access their benefit after submitting proof of eligible expenses to the Third-Party Administrator (TPA) of the fund, which shall dispense the appropriate reimbursements to the eligible retiree. Eligible expenses must be submitted no later than March 31<sup>st</sup> of the following year in which the expenses were incurred.

Eligible expenses shall be those expenses permitted for reimbursement pursuant to the federal IRS tax code used to establish this fund such as but not limited to health insurance premiums, out-of-pocket medical expenses, prescription drugs, etc.

### **Section 3.4**

The annual contribution made by All Members shall equal 3% of a starting patrol officers pay. This contribution will be deducted in equal payments each pay period and shall be made on a pretax basis pursuant to applicable IRS laws.

The Committee Chairperson shall ensure that the City deposits all payroll deductions directly into the RHFP Fund. The Committee will be provided with the total of all deposits to the fund at the October meeting.

### **Section 3.5**

Any member who ceases to be a member in good standing shall be entitled to reimbursement of the actual amount they contributed to the fund. No dividends or interest shall be paid to any member who receives a reimbursement of contributions. In addition, said member will be responsible for any taxes resulting from such payment. The member shall submit their reimbursement requests through the TPA.

If a member, who has previously terminated their membership, wants to re-join the Unit, they must pay into the fund any amount they were reimbursed out of the fund after separating their employment. The amount of reimbursement will be determined based on the records of the TPA. A rate of the average rate of return the fund achieved during their period of absence, shall be added to the total amount paid back into the fund. Any member who fails to pay back reimbursed funds within 60 days of re-employment shall have their years of credit reduced by calculating the amount reimbursed during separation divided by the current annual contribution amount.

If one of the following situations occurs: a member voluntarily terminates their employment with the City of Rockford and then returns and is re-instated as a member of the Unit; or a member is terminated by the City and is later re-instated as a part of a legal proceeding or agreement between the member

and the City; then that member will only be responsible for repayment of any missed payroll contributions to the fund during their absence.

Failure to make the above stated payments within 60 days of the members joining or re-instatement to the Unit will automatically terminate their membership.

### **Section 3.6**

In the event of the death of an Association Member in good standing, or an Association Member that has retired, and has been granted an authorized benefit, one of the following events will occur:

- a. If the deceased Association Member has a qualifying dependent, as defined by the federal IRS tax code, noted as their beneficiary on the deceased Association Member's Unit membership record the beneficiary will receive any remaining benefit for eligible medical expenses from the fund pretax after submitting proof of the expenses to the TPA during the appropriate time frame.

- b. In the event of the death, outside of Line of Duty Death, of a member in good standing who has not yet retired, their benefit will equal that of a retiree for the current calendar year. The benefit will be disbursed pretax to their qualified dependent per IRS tax code. The funds will be disbursed by submitting eligible expenses to the TPA.

### **Section 3.7**

Lump sum benefits paid to the Association Members who meet the eligibility requirements to receive this benefit shall be as follows:

The Advisory Committee shall make recommendations to the Board of Directors for the cumulative total benefit to be provided for members retiring in accordance with Section 3.2 of this Bylaw.

## **ARTICLE VII. Annual Convention/Meeting**

### **Section 1**

The annual meeting of this Unit shall be held on the 1st Thursday in the Month of April.

### **Section 2**

Determined by the State, this Unit shall be entitled to be represented at the State PBPA Convention by two delegates for the first twenty-five (25) members in good standing or fraction thereof and one additional delegate for each additional twenty-five (25) members in good standing or fraction thereof, provided it does not exceed ten (10) delegates. The number of delegates allowed from each local Unit shall be determined by the number of members who are in good standing thirty (30) days prior to the opening date of the convention.

### **Section 3**

Delegates of this Unit shall be paid a stipend to cover their expenses incurred in attending the annual convention, provided said stipend is approved by the Board of Directors.

### **Section 4**

This Unit shall send its full quota of delegates to the annual state convention each year and the delegates shall be required to submit to the Board of Directors a written report of their official acts during the meeting of the state convention.

## **ARTICLE VIII. Local Units**

## **Section 1**

The Board of Directors of this Unit is hereby invested with the authority to revoke the membership of any member whenever, upon evidence satisfactory to the majority of the Board of Directors, it is shown that the member is guilty of disloyalty or where his or her actions have been detrimental to the welfare of this Unit or to the rank and file of this Unit. Said member shall have the right to appeal at the next meeting of this Unit to have such action of the Board of Directors set aside.

## **Section 2**

It shall be the duty of every member to be observant of the decorum required in all well conducted assemblies, to be respectful to the officers, and address all remarks to the chair; to avoid when on the floor anything personal or of a nature calculated to annoy or hurt the feelings of a fellow member; to steer clear of any religious matter; to be concise as possible, and to keep strictly to the question before the house, to avoid interrupting a fellow member when he is speaking, to follow closely the rules of order, making the duties of the presiding officer satisfactory and the proceedings agreeable and pleasant.

## **Section 3**

The Constitution and Bylaws, or any section or provision thereof, may be amended, rescinded or enlarged by two-thirds majority vote of all members voting in a referendum of the entire membership provided that notice of such proposed amendment is posted for the membership at least fifteen (15) days prior to the referendum vote.

## **Section 4**

No proposed amendments shall be presented for referendum vote except by the Board of Directors. Proposed amendments must be submitted to the Board of Directors prior to a referendum vote.



## **ARTICLE IX. Misc**

### **Section 1**

The Treasurer shall have full power to select any suitable memorial nor more than \$50.00 for a member in case of death in the family of any member of this association as herein after provided. A member family or relative as referred to in the contract with the city.

### **Section 2**

In case of death of any member or his or her spouse, a sum not to exceed one-hundred dollars (\$100) shall be allowed to secure a suitable memorial.

### **Section 3**

It shall be the duty of the President or designee to extend the sympathies of this Association and offer the services of pallbearers or honorary guards to the immediate family of any deceased member act as a liaison between the Chaplain's office and family.

### **Section 5**

Political action committee: The President may select a maximum of seven (7) members to serve on the Political Action Committee. At least one (1) member of the committee must be an executive board member who will chair the committee.

Candidates will be interviewed for the General Election only. There shall not be any endorsements for the primary races. Should the committee decide to endorse a candidate(s) they will inform the board of their reasons for the endorsement.

The President shall then set one date, with no less than two (2) meeting times, for the members to hear the reasons for endorsement. Voting shall be done at the two (2) meetings to determine if the Unit will officially endorse the candidate(s). A

minimum of 60% of the votes cast must be in favor of the endorsement for the unit to officially endorse the candidates.

## **ARTICLE X. Dissolution**

### **Section 1**

If for any reason this Association shall cease to function, and shall dissolve, all net assets remaining after payment of debts and liabilities shall be disbursed by the Executive Board by selecting one or more non-profit charitable organizations to receive said assets, and upon payment of same to said organizations, dissolution shall be complete.

**Approved by the Board of Directors,    /    /    and ratified by  
Unit Membership,    /    /    .**