

CONSTITUTION AND BYLAWS
of the
Springfield Police Benevolent and Protective
Association, Springfield Unit No. 5 of the
Police Benevolent and Protective
Association of Illinois

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CONSTITUTION AND BYLAWS
of the

**Springfield Police Benevolent and Protective
Association, Springfield Unit No. 5 of the
Police Benevolent and Protective
Association of Illinois**

**ARTICLE 1
NAME AND OBJECT**

SECTION 1. This organization shall be known as the Springfield Police Benevolent and Protective Association, Springfield, Unit No. 5 of the Police Benevolent and Protective association of Illinois.

SECTION 2. The purpose and object of this organization shall be for the mutual benefits of the members.

SECTION 3. The purpose for which this unit is organized is 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 cooperation and thorough coordination by and between the many Police officers and Police Departments in the various cities, towns and villages in the State of Illinois and to promote the general welfare of its members by honorable and legislative means and to uphold and defend the Constitution and Bylaws of the State Association. Further, the organization feels it is in its best interests to foster goodwill and cooperation in the community, and to such purpose to participate in fundraising activities to obtain funds to donate to charitable and community causes as deemed appropriate by the Board. Finally, a primary purpose of this Association, through its Executive Board, is to act as the sole and exclusive bargaining representative for its members in negotiating and bargaining all matters affecting and/or impacting terms and conditions of employment with the Employer City of Springfield, Illinois.

**ARTICLE 2
Membership**

SECTION 1. For the purpose of this Constitution and Bylaws and unless otherwise required by the context, the word Unit hereafter shall mean this Unit only.

SECTION 2. The membership of this Unit shall be comprised of and limited to persons who have been hired as police officers by the City of Springfield, and any such persons who have been duly retired or pensioned from such employment, and further provided that any and all aforesaid membership in the Unit satisfy this Unit that they are eligible to membership intended by this Constitution and Bylaws, and so long as they remain in good standing as provided in this Constitution and Bylaws.

SECTION 3. Any person now or hereafter a member of the Association who shall cease to be a member of the Police Department of the City of Springfield, except those who have been duly retired or pensioned from such employment, shall immediately cease to be a member of this Association. The Executive Board of Directors shall have the power to expel any member who conducts himself in a manner unbecoming to a member of the Police Department or unbecoming to a member of this Association. Any person who has ceased to be a member, either by non-

payment of dues, expulsion, resignation or otherwise, shall forfeit all rights herein and all claims for benefit and participation in the funds of this Association, except that any member who has been retired from the Police Department after serving at least 20 years may retain membership in this Association. Any member who has served less than 20 years and retired because of a disability may retain membership by paying the appropriate social dues.

SECTION 3.A. Any Unit member who is exempt shall be prohibited from voting at any regular or special meeting or election on any matter effecting negotiations or working conditions of this bargaining unit. These members shall however retain full entitlement to all benefits and privileges of Unit #5 membership, providing that they are current in the payment of their social dues as set by the Board.

SECTION 4. Any person who has been convicted of any felony against the laws of any state or of the Federal Government shall be ineligible for membership in this Unit and any member of the Unit who is convicted of a felony against the laws of any state or of the Federal Government shall be automatically dropped from membership in the Unit at the time of his conviction. Anyone so dropped from membership shall be reinstated upon submission of acceptable proof that said conviction has been overturned.

ARTICLE 3 **Officers and Elections**

SECTION 1. The officers of the Unit shall consist of a President, a Vice-president, a Secretary, a Treasurer, a Sergeant-at-Arms, and three Trustees. These officers shall collectively be referred to as the Executive Board, Executive Board of Trustees or Board of Trustees.

SECTION 2. Members wishing to run for the Unit #5 Executive Board shall be nominated on the last Wednesday in May, as described in Article #8 Section #2. An interested party may nominate himself or herself. The election shall be at the Annual Meeting in even numbered years. They shall hold office for a term of two years or until their successors are duly elected or appointed. Officers newly elected at the June Annual meeting shall assume office after the results of a vote, or appointment by acclamation in uncontested cases. Any outgoing officer shall remain on the payroll for the month following the June meeting for purposes of aiding in an orderly transition.

SECTION 3. The election of officers shall be by Australian ballot, or by acclamation for uncontested office positions. Not less than one member shall be nominated and elected for each office.

SECTION 3A. If unavailable or unable to participate in the election, an absentee ballot may be obtained by a member from the Unit #5 Secretary within fourteen (14) days of the Annual Meeting; during election years. The ballot will be filled out immediately and sealed in an envelope by the member and given back to the Secretary or another Board member if the Secretary is unavailable. The envelope will be marked absentee ballot and held by the Secretary

until the day of election. The member's name will be taken off of the voting roster when the ballot is handed out.

SECTION 4. No member shall be elected to any office or be appointed to any committee who is not a member in good standing and who has not attended at least three (3) meetings within the year preceding his election or appointment.

SECTION 5. The President, Vice-President, Secretary, Treasurer and Sergeant-at-Arms shall be Ex-officio members of the Executive Board of Trustees. The President shall be EX-OFFICIO chairman of the Executive Board of Trustees, but shall have no vote either as a member of chairman of the Board of Trustees except in the case of a tie vote.

SECTION 6. The Board of Trustees shall be invested with the power and responsibility of conducting the annual election held after the annual meeting on the last Wednesday in June. Voting will be held at a time set by the Board of Trustees. Every member wishing to vote must appear in person and sign the poll sheet showing he received an official ballot. No person may stand within thirty (30) feet of the voting box during the election of officers to the Local Unit. Any person in violation of this provision is subject to censure by the Executive Board and shall be subject to dismissal from the membership of the Unit.

ARTICLE 4 **Duties of Officers**

SECTION 1. It shall be the duty of the President to preside at all meetings of this Unit and he shall conduct said meeting and be governed in his decisions by customary and established practices for the conducting of business. He shall appoint any and all committees which the business of this Unit may require and shall fill any vacancy occurring in the ranks of the officers until such vacancy is filled by election. He shall have general supervision of all Association propagation and work.

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 and perform the duties of the President. The Vice-President shall also be responsible for reviewing expenditures and financial transactions performed by the Treasurer, and bring to the attention of the Executive Board any concerns in that regard.

SECTION 3. The Treasurer shall have charge and custody of and be responsible for all funds and securities of this Unit; receive and give receipts for monies due and payable to the Unit from any source whatsoever, and deposit all such monies in the name of the Unit in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article 6 of these Bylaws and in general perform all of the duties as from time to time may be assigned to him by the President or by the Board of Trustees. The Treasurer shall have charge and custody of the following accounts: PETTY CASH, GENERAL ACCOUNT, and MUTUAL

FUNDS. He shall be responsible for all submission of financial reports for ALL Unit accounts/funds. The Treasurer shall have primary responsibility for maintaining off duty employment records.

SECTION 4. The Secretary shall keep the minutes of the meeting of the members and of the Board of Trustees in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these Bylaws or as is required by law; be custodian of the Unit Records keep a register of the Post Office address of each member which shall be furnished to the Secretary by such member, and in general perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Trustees. The Secretary shall be responsible for keeping an updated membership list and signing up new members.

SECTION 5. The Trustees shall administer the business of this Unit not otherwise prescribed in this Constitution and Bylaws, and shall perform such other duties as from time to time may be assigned to them by the President.

SECTION 6. The Sergeant-at-Arms shall take care of the door and maintain order at all meetings of the Executive Board, and of the Association in convention, and shall be under the direction of the presiding officer. The Sergeant-at-Arms will be responsible for all concessions managed by the Unit (i.e. collecting of funds, depositing of same, and any arrangements for repairs). The Sergeant-at-Arms will also perform duties as from time to time may be assigned to him by the President or Board of Trustees.

SECTION 7. The members of the Executive Board shall be allowed all reasonable and legitimate expenses incurred while performing their duties as officers of the Unit.

SECTION 8. The members of the Executive Board are expressly authorized to waive any surety bond as necessary for them to legally conduct the Association's fundraising activities, including but not limited to obtaining raffle licenses.

ARTICLE 5

Fees, Dues and Finances

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

SECTION 2. The initiation fee shall be Five and 00/100 (\$5.00) and shall accompany the application for membership. No initiation fee shall be charged any person seeking reinstatement or readmission to membership.

SECTION 3. The dues for all members of the Association shall be one and one quarter percent (1-1/4%) per month of whatever base pay is for a patrol officer in the Springfield Police Department.

SECTION 4. Any member of this Unit who is or becomes delinquent thirty (30) days in the payment of any dues or special assessments provided herein, shall be declared delinquent and not in good standing. If such member becomes ninety (90) days delinquent in the payment of such dues, or special assessments, he shall be automatically dropped from membership and declared a non-member. Dues shall have waived for members who report for service and serve in the armed services directly from their employment as Springfield police officers, with the dues being waived for the duration of their assignment.

SECTION 5. Any member who has been dropped from the membership for non-payment of dues or special assessments shall before being reinstated pay to the Treasurer all delinquent dues and special assessments for each year or fraction thereof for which the member owes, as well as interest at the annual rate of six percent (6%).

SECTION 6. No person who has been dropped from membership in this Unit for reasons other than non-payment of dues shall receive any of its benefits, until such time as the person has been reinstated. Any member dropped from membership because of non-payment of dues shall not be entitled to receive any Unit funds for legal assistance or for attendance at State sponsored events until they have been reinstated and in good standing for one continuous year time period.

SECTION 7. The finances and funds of this Unit shall be derived from fundraising activities and all donations to the Unit, and such other sources as shall be available to the Unit from time to time.

SECTION 8. Special assessments may be levied upon the members of this Association whenever it becomes necessary to carry out the legitimate purposes of this Unit in emergency financial situations as declared by the Executive Board. No assessments will be levied until it has the approval of a majority vote of those members voting in a forty-eight hour vote, after proper notice.

SECTION 9. A Building Fund shall be established by opening an interest bearing savings or checking account and will be managed by the Treasurer and overseen by the PBPA Board.

The Building Fund will be evaluated annually and will remain in effect until the funds are utilized for a building or until it is deemed to be in the best interests of the membership to liquidate the account. The Fund shall be dissolved by an Amendment to this Bylaw if so approved by a forty-eight (48) hour vote. If dissolved through Amendment, any monies in the Fund shall be transferred into the General Fund Account.

If a building is purchased or constructed, retirees shall enjoy the same privileges of the building as other Benevolent members.

ARTICLE 6

Disposition of Funds

SECTION 1. All funds of this unit are in the charge and custody of the respective officers as described in ARTICLE 4, SECTIONS 1,2,3 and 7. They shall be deposited in the same banks as approved by the executive Board of Trustees. Disbursement of funds shall be made by check and cash receipts. TWO SIGNATURES are required for ANY expenditures from the MEMBERSHIP BENEFIT, MUTUAL FUND and SOCIAL DUES accounts. One authorized signature is required for General, Building or Fundraiser accounts provided the expenditure is less than \$2,000.00 Authorized signatures are those of the President, Vice-President, or Treasurer.

Temporary special event accounts may be opened with the approval of the Executive Board.

SECTION 2. The fundraising account shall consist of monies raised through fundraising, and shall be used to donate to charitable and other appropriate community causes deemed appropriate by the Board. All funds in the Treasury of this Unit and money hereafter received from any source shall be used to pay Attorneys Fees in such amounts as may be approved by the Executive Board of Trustees for the defense of members charged with misconduct before the Civil Service Commission, hearing officers and/or arbitrators, the Courts or other administrative agency having proper authority and who have no attorneys to defend them. Funds may also be paid for legal services and advice rendered to the Board, in conducting the business of the Unit. Provided, however, that the determination of whether or not a member is entitled to the services of any attorney at Unit expense shall be within the sole and exclusive discretion of the Executive Board of Trustees. The funds of the Unit may also be used for Legislative purposes, to donate to political candidates and office holders who are supportive of the Unit, and for the promotion of legislation beneficial to the members of this Unit covering pensions, wages, and similar legislation, expenses of delegates to the Police Benevolent and Protective Association Conventions, printing stationary and office supplies to carry on the work on The Local Unit and to defray such other expenses as may be incurred and approved by the Executive Board of Trustees.

SECTION 2.A. Members of this Unit that attend PB&PA sponsored sporting events that are held outside of the City of Springfield shall be allowed for expenses a sum of money deemed appropriate by the Unit #5 Executive Board plus registration fees. Any active member wishing to attend a State sponsored event shall only be able to receive reimbursement for expenses if he or she has fulfilled the minimum individual officer PBPA #5 fundraising requirements as from time to time determined by the Executive Board and timely communicated to the membership.

Currently each active officer is required to purchase or sell five (5) Cops, Kids & Christmas Giveaway tickets. When events are held in Springfield the member will receive only registration fees. If a member fails to participate in an event for which he or she has registered, the Board will attempt to obtain a refund of expenses incurred. If the Board is unable to recoup its expenses, and same is caused by the unreasonable actions of the member, said member shall be prohibited from participating in future PBPA Sponsored events until proper reimbursement is made to the Benevolent.

SECTION 3. Any member desiring the Unit to provide him with any pay for his attorneys fees as provided by Section 2 of this Article shall notify the President or Secretary in writing of such request. The President or Secretary receiving said notice shall present same to the Executive Board of Trustees at their next regularly scheduled meeting, or any special meeting called therefore, and the Executive Board of Trustees shall thereupon pass upon said request and shall approve or disapprove same. A majority vote of the Executive Board of Trustees shall prevail in this regard. The Executive Board shall be allowed to set reasonable conditions regarding the authorization of legal representation, including but not limited to the identity of the attorney, the duration of representation, the total amount of expenditure, the hourly rate and/or the purpose of the representation. Only legal expenditures incurred subsequent to the date of the Executive Board approval shall qualify for reimbursement, except that in emergency exceptional circumstances, temporary approval of the use of the Unit's legal services may be approved by the President or Vice-President. Certain functions of the President, Secretary or Board in this regard may be delegated to duly appointed members of a Legal Assistance Committee.

SECTION 4. In case of Dissolution of this Unit all monies and securities in the Treasury shall be transferred as decided by the Executive Board, after ratification by the membership by a majority of those voting.

SECTION 5. The Executive Board of Trustees is hereby authorized to defray the expenses of the Annual Picnic, and the regular and annual meetings of the membership, and other meetings as may be authorized by these . Such expenses shall not exceed an average of Two Thousand Five Hundred (\$2,500.00) Dollars per meeting.

SECTION 6. Each member of this association upon attaining twenty (20) years of service and twenty (20) years of membership in this Unit, and continued membership with the Unit until retirement shall be paid from the funds of this association the sum of One Thousand (\$1,000.00) Dollars, but shall receive same only upon retirement from the Department.

SECTION 7. The Executive Board of Trustees shall cause an annual report and audit of the Books and Records of the Unit to be made annually for submission to the membership at the Annual Meeting.

SECTION 8. Individual Executive Board members shall be indemnified and held harmless for any action brought against that individual arising out of the reasonable performance of his official duties. The Unit also agrees to provide legal representation to the individual under these circumstances. No duty of representation or indemnification shall exist in case of criminal misconduct.

SECTION 9. Members of the Contract Negotiations Team will be appointed by the Unit #5 President, and will receive Fifty (\$50.00) Dollars per month compensation during negotiations.

SECTION 10. Monthly payments for services rendered by Executive Board members are as follows:

President.....	\$450.00
Vice-President.....	\$400.00
Secretary.....	\$375.00
Treasurer.....	\$375.00
Sergeant-at-Arms.....	\$200.00
Trustee.....	\$200.00
Trustee.....	\$200.00
Trustee.....	\$200.00

In the event that a Board Member has credible reason to believe that another Board member is not performing the duties of his or her position the matter shall be taken up at the next Board meeting. Action to be taken may include a vote to withhold scheduled monthly payments to the offending officer.

ARTICLE 7
Regular Meetings

SECTION 1. The regular meetings of this Unit shall be held on the last Wednesday in the months of February, April, June, August, October and December. In addition to the regular meetings herein mentioned, a special meeting may be called at any time by the President with the consent of a majority of the Executive Board of Trustees providing notice is posted on the bulletin board forty-eight (48) hours prior to said meeting and notice is placed in the mail to those members not on active duty not less than forty-eight (48) hours prior to the time of said meeting. In the event any meeting date falls on a State or National holiday the President may designate a new meeting to be held within seven (7) days thereof.

SECTION 2. Any member holding an exempt position shall be prohibited from attending any regular/special meeting held for the purpose of discussing or voting on the working agreement of Unit #5 of the PB&PA, or any other sensitive matter which deals with Union-management working relations. This will apply to retired members also.

ARTICLE 8
Annual Meeting

SECTION 1. The Annual Meeting of this Unit shall be held on the last Wednesday of June of each year.

SECTION 2. A special meeting will be held on the last Wednesday of May to nominate delegates to the State Convention, and to nominate Officers in election years. Notwithstanding same, retiree nominations for delegates may be received at the Annual meeting. Each interested party shall be given an opportunity to address the Membership. If an interested party cannot attend, a letter must be submitted to the Secretary prior to the May special meeting.

ARTICLE 9
Delegates to State Convention

SECTION 1. This Unit shall be entitled to be represented by two delegates for the first twenty-five (25) of its members in good standing or fraction thereof and one additional delegate for each additional twenty-five (25) members in good standing or fraction thereof and provided it does not exceed ten (10) delegates. The number of delegates from Local Unit #5 shall be determined by the number of members who are in good standing thirty days prior to the opening date of the State Convention. Each member of the Executive Board shall be designated to attend the State Convention as a delegate, and to represent the interests of the Unit. The remainder of the ten (10) delegates or alternates shall be elected at the Annual Meeting of this Unit.

SECTION 2. One alternate for each delegate shall be elected at the Annual Meeting of this Unit. In the event that any alternate delegate so elected and who shall be required to attend the State Convention shall for any reason whatsoever fail, neglect or refuse to attend said State Convention then the President shall be and is hereby authorized to appoint a successor to said alternate delegate.

ARTICLE 10
Executive Board

SECTION 1. The Executive Board of this Unit is hereby vested with the authority to revoke the membership of any member whenever, upon evidence satisfactory to the majority of the Executive Board, 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. If the Board is contemplating such action, it shall first provide notice of the allegations and proposed action to the affected member. The member shall be afforded an opportunity to personally appear and address the Board, as well as being allowed to present other relevant evidence. After consideration of the evidence the Board will render its decision in writing, which shall be final and not subject to review.

ARTICLE 11
Amendments

SECTION 1. This Constitution and Bylaws shall not be amended except by a two-thirds (2/3) approval vote of the members in good standing voting in a secret ballot vote, to take place during the hours as determined by the Executive Board, which shall last a minimum of twelve (12) cumulative hours.

SECTION 2. Any proposed Bylaw amendment must be presented by the membership to the Executive Board at least thirty (30) days prior to the Annual Meeting.

SECTION 3. No proposed amendments shall be presented for a 48-hour secret ballot vote except by the Executive Board.

SECTION 4. All Bylaws in force in this Association prior to the accepting of these Bylaws are null and void.

SECTION 5. All Bylaw changes that the Board is going to present to the membership at the annual meeting shall be posted no less than seven (7) days in advance on the PB&PA bulletin board for viewing.

ARTICLE 12 **Death Benefits**

SECTION 1. The Treasurer shall upon receiving authoritative information of the death of any member of this Unit in good standing, pay to the designated beneficiary of said deceased member, with the approval of the Executive Board, a sum not to exceed One Thousand and 00/100 (\$1,000.00) Dollars. If no beneficiary has been designated, then the funds will be paid to the member's estate.

SECTION 2. No beneficiary shall receive any benefits for the death of a member unless the member has been a member in good standing for one year prior to his death, provided that the one year requirement shall not apply to any member killed while in the performance of his or her duties as a police officer.

SECTION 3. Special assessments may be levied upon the members of this Association whenever it becomes necessary to carry out the purposes of the Death Benefit, but no assessment shall be levied until it has been presented to the membership for a vote, and a majority of those voting approve same.

SECTION 4. Any member who refuses, fails or neglects to pay an assessment for a period of thirty (30) days after it has been duly authorized shall be dropped from membership in this Association.

SECTION 5. Any member who has been dropped from membership in this Unit for non-payment of assessments shall before being reinstated pay to the Treasurer all delinquent assessments for each year or fraction thereof for which the member owes, as well as interest at

the annual rate of six percent (6%). Any member having been reinstated must remain in good standing for a period of one (1) year before being entitled to any of the foregoing benefits.

SECTION 6. Upon the death of any member in good standing, or such a member's spouse, or a member's child (born alive) and under the age of eighteen (18) years, be it a natural child, a legally adopted child, or step-child (of a present marriage), or a member's child who is legally dependent upon the member because of a physical or mental disability, the Treasurer shall pay to the member (or to the spouse or executor if the member is deceased), a sum of money equivalent to ten (10) times the number of active members. This death benefit is to be delivered within forty-eight (48) hours of the notification of death. The total benefit paid shall be calculated by multiplying the number of active members times Ten Dollars (\$10.00). The PB&PA Unit #5 is then duly authorized to levy an assessment of Ten Dollars (\$10.00) per active member through payroll. Nothing in this Bylaw is meant to include retired members, either in the disbursement of monies or the levying assessment.

This By-Law is not meant to alter or affect the language or application of Article 12.

ARTICLE 13

Ratification of Contract Proposals

SECTION 1. Ratification of a new contract proposal can occur in two manners:

- a) A minimum of 2/3 active members are present at presentation and a vote is called for. A majority of those voting shall prevail; or
- b) A forty-eight (48) hour vote secret vote shall be held with the hours and conditions governed by the PB&PA Board, a majority of those voting must approve to ratify the proposed contract. In extraordinary cases upon the member(s) request (e.g. such as where there is a last minute deployment of MFFT, etc.) the Board may, but is not required to, arrange a technique for remote voting, so long as the integrity of the process is not compromised.

ARTICLE 14

Secondary Employment

SECTION 1. The Off Duty pay scale for PB&PA approved off duty jobs will be set and amended by the Board as circumstances merit. The membership will be notified of all changes.

SECTION 2. Any member who signs up to work an off duty job is obligated to fully perform the duties of the assignment, or secure another member to fulfill the commitment. If a member signs up for an off duty job, and because of the member's lack of diligence the job goes unperformed, the offending member shall not be allowed to sign up for any Benevolent off duty jobs for a period of up to one (1) month. For any subsequent such failure within one (1) calendar year of the previous failure, a penalty of up to a two (2) month suspension may be imposed. For continuing off duty employment problems the Board may increase the penalty, so long as the action taken is not arbitrary and capricious.

ARTICLE 15
CONFLICT OF INTEREST POLICY FOR SPRINGFIELD POLICE BENEVOLENT
AND PROTECTIVE ASSOCIATION, SPRINGFIELD UNIT NO. 5

Article I
Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt Association's (Springfield Police Benevolent and Protective Association, Springfield Unit No. 5 hereinafter referred to as "the Association") interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest on an Officer of the Association or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable Associations.

Article II
Definitions

1. Interested Person

Any Director, Officer, or Member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business investment, or family:

- a. An ownership or investment interest in any entity with which the Association has a transaction or arrangement;
- b. A compensation arrangement with the Association or with any entity or individual with which the Association has a transaction or arrangement;
or,
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Association is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III

Procedures

1. **Duty to Disclose**

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Officers and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. **Determining Whether a conflict of Interest Exists**

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. **Procedures for Addressing the Conflict of Interest**

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The President of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement. If the President has the potential conflict, the Vice President shall be the person who shall so appoint.
- c. After exercising due diligence, the governing board or committee shall determine whether the Association can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under the circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested officers whether the transaction or arrangement is in the Association's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. **Violations of the conflicts of Interest Policy**

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflict of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and/or corrective action.

ARTICLE 16 **WHISTLEBLOWER POLICY**

The PB&PA Unit #5 and the Executive Board encourages members to come forward with any credible information on illegal practices or violations of adopted policies of the Association. Any member with such information should request to meet personally, and in confidence, with the President and Vice-President at the same time; and convey that information to the two. If the member is complaining of conduct on the part of the President or Vice-President, then the Secretary may be substituted for the officer complained of.

The non-implicated Board members will investigate the allegations and take any corrective action deemed necessary. Retaliation against the reporting member in any form, is prohibited. Any reports of retaliation against a reporting member will be investigated by the Board and appropriately dealt with.

ARTICLE 17 **DOCUMENT RETENTION POLICY**

It is the policy of the Association to retain useful documents only as long as reasonably necessary. Rather than provide varying time periods for various categories of documents, the Association shall retain all documents worthy of historical value for a minimum period of ten (10) years, at which time same may be destroyed under the supervision of the Executive Board.

July 2017

**CONSTITUTION AND BYLAWS
of the**

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Association, Springfield Unit No. 5 of the
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