






**Constitution and By-Laws
of the
Fraternal Order of Police
Romeoville Lodge #15**


Chartered May 26th, 1966


A Local Organization Affiliated With
The National Order of the
Fraternal Order of Police



James Lockett
President



John Allen
Vice President


Brian L. Truhlar
Secretary


Michael J. Michienzi
Treasurer


James Leon
Sergeant-At-Arms


Gary Augustine
Trustee (1)


John Ferdinando
Trustee (2)

*A Non-Profit and Charitable Organization
Revised 06/01/2015*

Preamble

We, the law enforcement officers of the Village of Romeoville, State of Illinois, as representatives of a subordinate lodge of the State and National Grand Lodge of the Fraternal Order of Police, do hereby associate and represent thereof for the following purposes:

- *To Support and defend the Constitution of the United States and the State of Illinois;*
- *To inculcate loyalty and allegiance to the State of Illinois and the United States of America;*
- *To promote and foster the enforcement of law and order;*
- *To improve that individual and collective proficiency of our members in the performance of their duties;*
- *To encourage fraternal, educational, charitable, and social activities among law enforcement officers and within our community;*
- *To create and maintain the tradition of esprit de corps;*
- *To cultivate a spirit of fraternalism and mutual helpfulness among our members and the people we serve, and thus more firmly to establish the confidence of the public in the service dedicated to the protection of life and property.*

*****All terms used herein to denominate gender shall be generic and whenever appropriate, the singular shall include the plural and the plural shall include the singular.**

Article 1: Name

1. **Name of Organization:** The organization shall be known as the FRATERNAL ORDER OF POLICE, ROMEOVILLE LODGE #15 (herein described as “The Local Lodge”).

Article 2: Character

1. **Specific Purpose:** The Fraternal Order of Police – Romeoville Lodge #15 is an organization composed of professional law enforcement personnel who have joined together for benevolent, educational, charitable, civic, patriotic and fraternal purposes. The Local Lodge also strives to preserve and strengthen comradeship as well as assist worthy members, their families, widows and orphans.

The Local Lodge shall not be used as a method towards collective bargaining or labor relations within the Romeoville Police Department. Regardless, the Local Lodge respects and supports the efforts by the State and National Fraternal Order of Police in their efforts toward improvement of law enforcement employee relations and benefits.

2. **By-Laws and Rituals:** These By-Laws shall be the fundamental law of the Local Lodge and shall govern the conduct of its Executive Board and members. The Local Lodge also shall be governed by directives of the state and national lodge By-Laws.

Article 3: Membership

1. **Eligibility:** Any regularly appointed full time sworn and employed law enforcement officer of the Romeoville Police Department and Lewis University Police Department may be eligible for membership in the Fraternal Order of Police – Romeoville Lodge #15. No person shall be denied membership on account of race, religion, color, creed, sex, age, origin or other illegal discriminatory reason.

2. **Classes of Membership:**

- A. **Active Membership:**

- 1) Shall include regularly appointed or elected full time law enforcement officers.
 - 2) Shall include retired regularly appointed law enforcement officers who have remained in good standing with the Local Lodge.

- B. **Honorary Membership:** Shall be comprised of individuals recognized by the Local Lodge for exceptional service or contribution to the community, the law enforcement agency, or the Local Lodge of the Fraternal Order of Police. Such Honorary Members may not hold any Executive Office within the Local Lodge, nor shall they have any voting rights or be eligible for any death benefit programs thru the Local Lodge.

Article 4: Associate Membership

1. **Recognition:** The Local Lodge recognizes and acknowledges associate members as an important attribute in fulfilling its overall mission. Regardless, the Local Lodge follows the guidelines provided by the Illinois State Lodge and the National Grand Lodge in identifying associate membership as a privilege. As such, all associate membership requests and membership may be permitted, denied, or revoked at the pleasure of the Executive Board of this Local Lodge.
2. **Application:** Associate membership may be made by written application to the Local Lodge Secretary. Such application shall include reference from a currently active member of the Local Lodge chapter. The application shall be presented by the Local Lodge Secretary to the Executive Board within one (1) month of being received from the applicant. The prospective Associate Member shall be elected by a majority four (4) of the Executive Board to receive Associate Member status.
3. **Eligibility:** After March 30, 2007, all new Associate Members shall be employed thru the Romeoville Police Department and Lewis University Police Department or volunteer and/or employed thru Romeoville Emergency Management Agency (REMA) as civilian personnel. The Local Lodge does not permit Associate Status to any other individuals.
4. **Participation:** The Local Lodge recognizes the importance of maintaining a strong support base of associate members working towards the goals of the organization. Associate Members are entitled and encouraged to participate in members meetings, events, and other activities presented by the Local Lodge that are available to Active Members. Associate Members are also eligible for selection by the Local Lodge President for appointment to committees for specific activities, fundraisers, or events. Regardless, an Associate Member shall not be assigned as a committee chairperson.
5. **Voting Rights:** Associate Members have no voting rights as related to selection of the Local Lodge Executive Board personnel. Associate Members maintain full voting rights when assigned to a specific committee by the Local Lodge President.
6. **Executive Board Positions:** Associate Members cannot hold any Executive Office/Position within the Local Lodge.
7. **Associate Lodge:** In the event an associate lodge is formed, its by-laws and constitution shall be subject to control by the Local Lodge.

Article 5: Organization

1. **Maintaining Membership:** A member in good standing shall be a member who is not in arrears in dues or any other monies belonging to the Local Lodge. A member in such

arrears exceeding thirty (30) days shall be deemed to be delinquent and not in good standing. After this period, the Local Lodge member shall be suspended from all Local Lodge activities, no longer eligible for any benefits from the Local, Illinois State or National Grand Lodge of the Fraternal Order of Police.

2. **Purged Membership:** Any member who becomes delinquent exceeding sixty (60) days shall be removed from the Local Lodge charter and will no longer be a member of the Fraternal Order of Police. Such members shall be required to return all property owned by the Local Lodge, including numbered and registered Fraternal Order of Police vehicle medallions.
3. **Fiscal Year:** The fiscal year of the Local Lodge shall be from May 1st to April 30th, the following year.
4. **Internal Financial Accountability:** There shall be an internal audit completed by the FULL Executive Board during the month of June of every fiscal year, reviewing all transactions and financial dealings from the fiscal year prior. In addition to the Executive Board review, a presentation will be made concerning the previous year financial dealings by the Local Lodge Treasurer to the full Local Lodge membership at the March Membership meeting.
5. **External Audit:** The Local Lodge Treasurer shall cause a Certified Public Accountant, which shall be designated with the advice and consent of the Local Lodge Executive Board, to conduct an annual audit of the financial dealings of the Local Lodge and complete a written report to the Local Lodge Treasurer. The Local Lodge Treasurer shall then present such report to the Local Lodge Executive Board at the next scheduled Local Lodge Executive Board meeting.

Article 6: Executive Board

1. **Defined:** The Local Lodge Executive Board shall consist of the *President, Vice President, Secretary, Treasurer, Sergeant-At-Arms and two (2) Trustee positions*. The terms of all elected Executive Officers shall be four (4) years. Executive Board positions shall not be combined. Elections for positions of President, Secretary, Sergeant-At-Arms and Trustee (1) will held every four (4) years (ex: 2014, 2018, 2022, etc...) and elections for positions of Vice President, Treasurer and Trustee (2) will be held two (2) years after the elections of President, Secretary, Sergeant-At-Arms and Trustee (1) every four (4) years (2016, 2020, 2024, etc...).
2. **Quorum:** A required quorum for the Local Lodge Executive Board is four (4) members in attendance for all meetings and Executive Board approval of motions.
3. **Nomination, Election and Installation:**
 - A. The Executive Board of the Local Lodge shall be elected by the full active membership of the Local Lodge. Associate Members shall not cast ballots during

such elections. No member shall be nominated for, nor elected to an Executive position that is not in good standing.

- B. All Executive Board positions of the Local Lodge may be attained by any Active Member in good standing.
 - C. Nominations for Executive Officer(s) shall be made in writing to the Local Lodge Secretary between March 1st and March 15th in any given election year.
 - D. The Local Lodge President shall appoint an election committee having two (2) active members of the Local Lodge and one (1) Executive Board member whose Executive Board position is not pending election.
 - E. The ballot shall list all the nominees by the office they are seeking. Names shall be placed on the ballot in order determined by lottery. A vote shall consist of an "X" placed in the box next to the nominee's name. In case of a write-in nominee, the name of the person voted for must be clearly printed or written in such a manner as to allow not doubt as to the active member's identity, and there must be an "X" adjacent to the write in candidate's name.
 - F. Any active member of the Local Lodge may request an absentee ballot from the election committee prior to the vote of casting period available.
 - G. The Local Lodge election shall take place with votes being cast between March 17th and March 30th of any election year. Balloting shall take place using a sealed ballot box within the Romeoville Police Department, visible by internal video surveillance. A ballot verification system shall be in place to confirm proper member voting procedures.
 - H. All ballots must be in possession of the election committee by 7:00 PM on March 30th. Ballots will be reviewed and counted by the committee, with results publicly posted in accordance with local police agency rules.
 - I. The newly elected Executive Officers shall take office April 1st of that calendar year.
 - J. In an effort to maintain experienced Executive Officers on the board, the election for the Local Lodge President, Secretary, Sergeant-At-Arms and Trustee (1) are to be held two (2) years following the election for Vice President, Treasurer and Trustee (2).
4. **Other Vacancies:** Should a vacancy arise on the Local Lodge Executive Board other than from election, the Local Lodge President shall make a nomination for a replacement. With the consent of the majority of the Local Lodge Executive Board, the nominee will fill the vacant position thru the remainder of the term.

Article 7: President

1. **Chief Executive Officer:** The Local Lodge President shall be the Chief Executive Officer of the Fraternal Order of Police – Romeoville Lodge #15. He shall preside at all regular and special meetings of the Local Lodge Executive Board.
2. **Duties:** The Local Lodge President shall administer and manage the business of the Local Lodge.
 - He shall ensure that the By-Laws of the Local Lodge are carried out by all other Executive Officers.
 - He shall execute all contracts into which the Local Lodge may enter.
 - He shall decide on all points of law and order subject to appeal of the members or members involved.
 - He shall have the power to cast the deciding vote in all Executive Board proceedings.
 - He shall have the power to call special meetings whenever deemed necessary to complete the needed business of the Local Lodge.
 - He shall have the power to appoint a member in good standing of the Local Lodge to fill a vacancy on the Local Lodge Executive Board to fill the unexpired term of the office in question, subject to the majority approval of the Executive Board.
 - He shall perform all other duties necessary to carry on the business of the Local Lodge.
3. **Committee Appointments:** The Local Lodge President shall appoint all special even committee members not elected by the full membership, subject to approval by the Executive Board. The President shall have sole discretion in appointing a chairperson of a specific committee.
4. **Attestation:** The Local Lodge President shall attest to all warrants, bills, and vouchers for disbursement from any fund of the Local Lodge.
5. **Reports:** The Local Lodge President shall prepare a summary of yearly events from the previous year, presented at the March membership meeting. A copy of the summary shall be provided prior to both the Local Lodge Secretary and Treasurer.
6. **Return of Property:** Within thirty (30) days after the expiration of his term of office, the Local Lodge President shall convey to his successor all unfinished business, books, records and physical property belonging to the Local Lodge.

Article 8: Vice President

1. **Duties:** The Vice President shall, in the absence of the President, preside at all Local Lodge meeting and committees and shall otherwise generally perform the duties of

President during his absence. The Vice President shall perform such other duties as shall be ordered by the Local Lodge President. In the case of a permanent vacancy of the Local Lodge President, the Vice President shall automatically assume the office of President and shall within forty-five (45) days call a special meeting of the full Local Lodge active membership. By majority vote, a member of the Executive Board shall then be elected by the full active membership to fill the office of the President for the unexpired portion of the term.

Article 9: Secretary

1. **Duties:** The Local Lodge Secretary shall have custody of all books, non-financial records, documents, seal and equipment of the Local Lodge under the general authority of the Local Lodge President and Executive Board.
2. **Minutes and Meetings:** The Local Lodge Secretary shall make a record and transcribe all minutes of full membership and Executive Board meetings. All such records shall be entered into a record book and shall be made available to the members of the Local Lodge after the Local Lodge Executive Board approves all meeting minutes.
3. **Custodian of By-Laws:** The Local Lodge Secretary shall keep record of the Local Lodge By-Laws and all amendments to such. Amendments shall consist of all items voted on by the Local Lodge Executive Board and active membership which alters the By-Laws. The Local Lodge Secretary has the responsibility of making changes to existing By-Laws that occur because of board action and distributing updated By-Laws to active and associate members.
4. **Attendance:** The Local Lodge Secretary shall keep record of attendance at all meetings held by the Local Lodge.
5. **Member Gains and Losses:** The Local Lodge Secretary is responsible for the timely reporting of membership status to the Illinois State and National Grand Lodge as required. The Local Lodge Secretary shall notify the Treasurer of Per Capita fees required for parent lodges relating to membership fees. The Local Lodge Secretary shall assist new members in completing the appropriate paperwork to join the Local Lodge, including payroll deduction and dues authorizations.
6. **Death Benefits:** The Local Lodge Secretary shall be responsible for maintaining record of beneficiaries for all members concerning death benefits.
7. **General Correspondence:** The Local Lodge Secretary shall conduct the general correspondence of the Local Lodge.
8. **List of Members:** The Local Lodge Secretary shall maintain the official list of membership in the Local Lodge.

9. **Notice of Meetings:** The Local Lodge Secretary shall post all pending meetings, elections and events for the Local Lodge. The Local Lodge Secretary shall be responsible for retaining records of such postings.

Article 10: Treasurer

1. **Duties:** The Local Lodge Treasurer shall review the distribution of all monies belonging to the Local Lodge. The Local Lodge Treasurer shall keep record of all previous financial transactions authorized by the Local Lodge Executive Board.
2. **Fund Accounting:** The Local Lodge Treasurer shall keep an itemized accounting of all receipts, whether standard Local Lodge business or special events/outings. Such records shall at all times be up to date. All transactions will be recorded with date, amount, and proper fund involved and the name of the payee on all checks issued. The Local Lodge Treasurer must also note the purpose of all transactions. The Local Lodge Treasurer shall sign his signature on all checks/receipts for all transactions with the Local Lodge President signing all checks/receipts for all transactions.
3. **Attestation:** In the event that the Local Lodge President is unable to sign checks/receipts in a reasonable period, the Local Lodge Treasurer shall be authorized to designate an Executive Board member to attest to necessary warrants, bills, vouchers and transactions for disbursement from any fund of the Local Lodge.
4. **Meeting Reports:** The Local Lodge Treasurer shall provide a written report of the financial activities and history the Executive Board monthly and to the Local Lodge membership at all business meetings.
5. **Internal Audits:** The Local Lodge Treasurer has the sole responsibility in preparing a comprehensive annual report to the Executive Board and Local Lodge membership at the March meeting, transparently displaying the financial dealings of the Local Lodge for the previous year.
6. **Annual External Audit:** The Local Lodge Treasurer will work closely with the Local Lodge's Certified Public Accountant to complete all required reports.

Article 11: Sergeant-At-Arms

1. **Duties:** The Local Lodge Sergeant-At-Arms shall maintain order at all meetings and events undertaken by the Local Lodge, assuring lodge discipline and professionalism. Any inappropriate conduct within the Local Lodge is to be reported by members to the Sergeant-At-Arms.
2. **Executive Duties:** The Local Lodge Sergeant-At-Arms maintains voice and vote on the Local Lodge Executive Board.

3. **Lodge Affairs:** Minor infractions may be addressed and resolved by the Sergeant-At-Arms immediately without Executive Board action. More serious concerns involving Local Lodge members and associate members may be presented by the Sergeant-At-Arms in written form to the Local Lodge Executive Board for disciplinary review.

Article 12: Trustee (1)

1. **Duties:** The Local Lodge Trustee (1) shall maintain a support role to the Treasurer, assisting the Treasurer with providing the monthly and/or annual financial reports on behalf of the Treasurer in his/her absence. In the event, the Treasurer leaves his/her office, Trustee (1) will assume the role and position as Treasurer for the remainder of the term of office of the Treasurer.

Article 13: Trustee (2)

1. **Duties:** The Local Lodge Trustee (2) shall maintain a support role to the Secretary, assisting the Secretary with providing the monthly meeting minutes on behalf of the Secretary in his/her absence. In the event, the Secretary leaves his/her office, Trustee (2) will assume the role and position as Secretary for the remainder of the term of office of the Secretary.

Article 14: Discipline

1. **Due Process:** In respect to any disciplinary hearing conducted by the Local Lodge, due process shall be afforded the parties thereto.
2. **Procedure:** In all disciplinary hearings conducted by the Local Lodge, the Executive Board conducting the hearing shall:
 - A. Require the complaint, charge or allegation to be made in writing and provide such facts as may enable the charged party to be fairly apprised of the nature of the charge(s);
 - B. Ensure the party charged is provided with a copy of such complaint, charge or allegation and given sufficient time, which in any event shall not be less than thirty (30) days, to prepare defense, if any, thereto;
 - C. Conduct a hearing upon the matter during which the facts shall limit the scope of the inquiry to the specific complaint(s), charge(s), or allegation(s) set forth in written notice thereof;

- D. Adhere to an order of procedure which places burden of proof upon the party charging the member;
 - E. Permit the parties thereto to introduce documents and exhibits and the testimony of witnesses in accordance with such rules of evidence as may be determined and applied uniformly by such body.
3. **Cause for Discipline:** Local Lodge discipline may be imposed upon a member for any violation of the good of the order, including, but not limited to the following:
- A. Violation of these By-Laws
 - B. Acts of disloyalty or other acts that bring disrepute, disgrace, or dishonor upon the Local Lodge, Illinois State Lodge and/or National Grand Lodge of Fraternal Order of Police.

Article 15: Official Journal

1. **Operation:** To assist the Local Lodge in sharing information about its activities and fostering benevolence, the Local Lodge may produce a publication, the name of which shall be determined by the Local Lodge Executive Board. The Executive Board shall, thru the Local Lodge Secretary, manage, supervise and control the official publication, which will be published via written publication and/or via internet technologies (ex: emails, Local Lodge website, new letter, etc...).

Article 16: Meetings

1. **Member Meeting Schedule:** The Local Lodge shall hold two (2) regular meetings annually in March and November of the calendar year. No business shall be conducted without a quorum present. A quorum shall be a majority of the Executive Board and fifty-one (51%) percent of the Local Lodge active membership. The Local Lodge members may vote on proposed changes to By-Laws by voting either in person at the meeting or by absentee ballot.
2. **Executive Meeting Schedule:** The Local Lodge Executive Board shall meet monthly. No business shall be conducted without a quorum present, being a majority of the Executive Board.
3. **Special Meetings:** The Local Lodge President shall have the authority to call special meetings whenever deemed necessary to complete the needed business of the Local Lodge. No business shall be conducted without a quorum present, being the majority of the Local Lodge Executive Board.

4. Official Order of Business:

- A. Call for Meeting to Order
- B. Roll Call of Officers
- C. Appointments of New Committees
- D. Reports of Active Committees
- E. Treasurer's Financial Report
- F. President Report
- G. Unfinished Business
- H. New Business
- I. Member Petitions
- J. Adjournment

5. Parliamentary Procedures: "Roberts Rules of Order" shall govern any procedure not covered by the Local Lodge By-Laws.

6. Amendments: Only active members of the Local Lodge may propose amendments to Local Lodge By-Laws, submitted (30) days prior to any member meeting. Proposed amendments shall be posted with the meeting notice fifteen (15) days prior to the meeting date. No proposed changes to any part of these By-Laws shall take place except upon fifty-one (51%) percent vote of the active membership.

7. Restrictions: Only active and associate members are permitted to attend meetings and allowed to be present, unless prior approval was given by the Local Lodge Executive Board.

Article 17: Dues and Assessments

1. Dues: Membership dues are currently set at \$130.00 annually per active and associate member, or \$5.00 (five dollars) per payroll period. The membership of the Local Lodge shall prescribe the amount of dues. If dues are to be raised or lowered, the body of the Local Lodge must vote on such action and follow guidelines set forth in Article 14, Section 5.

2. Collection: The Local Lodge collects dues using an employee payroll deduction thru the Village of Romeoville for all Romeoville active and associate members. Unless such

service is removed by the Village of Romeoville, all members' dues will be forwarded to the Local Lodge in this manner. Active and associate members from Lewis University Police Department must submit dues without using the Village of Romeoville's payroll deduction process.

- 3. Retiree Payments:** Retired members of the Local Lodge do not have payroll deduction available. Therefore, these members shall make one (1) payment annually thru U.S.P.S. mail or in person. The Local Lodge Secretary shall send a letter to the retiree's listed address by August 1st every year requesting due payment. If no response is received by September 1st, the Local Lodge Secretary shall send a second (2nd) letter requesting payment. If payment is not received by October 1st, the retired member shall be removed from the active roster. The Local Lodge will also make efforts to establish an online payment system thru the use of the Local Lodge's website for retired members.

Article 18: Lodge Finances

- 1. Accounts:** The Local Lodge shall at all times maintain operating financial accounts to support operations, events, special events, charities and death benefit(s).
- 2. Lodge Finances:** The Local Lodge Executive Board may use electronic messaging, email and other means to approve financial expenditures for the continued operations of the Local Lodge with a maximum amount of \$1,000.00 for each approval, which will be mandated to be placed in the next available Executive Board meeting minutes as a record of such expenditure(s). Expenditures more than \$1,000.00 must be approved during the attendance of the monthly Local Lodge Executive Board meeting(s).

Article 19: Death Benefit

- 1. Directive:** The Local Lodge shall provide a death benefit to its membership, active, retired and associate. Such a benefit shall be available for both on and off duty deaths.
- 2. Active Member Benefits:** The Local Lodge shall include in its annual per capita to the Illinois State Lodge all fees required to maintain participation in the death benefit program provided by the Illinois State Lodge. The list of benefits will be provided to each active member.
- 3. Associate Member Benefits:** The Illinois State Lodge does not recognize associate members for the purpose of providing death benefit program. Therefore, when the Local Lodge President learns of a death of any associate member, the Local Lodge President shall direct the Local Lodge Secretary to review the deceased beneficiary information. The Local Lodge President and Treasurer shall without delay draft a check in the amount of \$1,000.00 payable to the deceased members listed beneficiary.