CA PROCESSING WORKSHEET - OLMS 1A

DO Number	Case Number	Program Code	LM Number
320	6003120	(b) (7)(E)	544 - 537

Affiliation/Organization Name: FIRE FIGHTERS AFL-CIO

Designation Name/No.: SA | A | 47 |

Unit Name: PROFESSIONAL FIRE FIGTHERS OF WISCONS

City	State	Zip Code
OAK CREEK	WI	53154

Investigator: (b) (6)

Source Code: 12 - National Office Referral

Open Date: 12/05/2014

Significant Case (Y or N): N

Est. Members: 2,767

Receipts: (b) (7)(E)

Predication

(b) (7)(E)

(b) (7)(E)

Source Codes

01 - Union Member
02 - Officer/Ex-Officer
03 - Employee/Ex-Employee
04 - Confidential Source
05 - Anonymous Source
06 - U.S. Attorney
07 - Federal Agency
08 - Surety Reports/Visits
09 - International Union Contacts
10 - LM Reports
11 - Local Government Agency
12 - National Office Referral
13 - District Director Discretion
14 - I-CAP Fall-Out
15 - CAP Fall-Out
16 - P-04 Fall-Out
17 - Other Fall-Out
18 - Media
19 - Voluntary Compliance (Supervised ReRuns)
20 - Court Order (Supervised ReRuns)
21 - Other
22 - Reap/EReap

	STATUS	DATE
New	(b) (7)(E)	(b) (7)(E)
Current		
Prior 1		
Prior 2		
Prior 3		
Prior 4		

Violations (Y or N): Y

1 - No Action | 2 - Voluntary Compliance | 3 - Fall-Out Case Opened | 4 - Referred

[redacted]	Failure to Adopt Constitution	(b) (7) (E)	Destroy/Conceal Records	(b) (7) (E)	Loans
	Failure to File		Unlawful Trusteeship		Officer/Employee Bar
3	Deficient Filing		Elections Procedure		Copies of Agreement
2	Failure to Maintain Records		Removal of Officer		Other Criminal
(b) (7) (E)	False Records	2	Bonding	[redacted]	Other Civil
	False Reports	(b) (6)	Embezzlement		

320 | 6003120 | (b) (7)(E)

Investigator (b) (6)

Predication

(b) (7)(E)

Remarks

(b) (7)(E)

Case Summary

U.S. Department of Labor

Office of Labor-Management Standards
Milwaukee Office
310 West Wisconsin Avenue, Suite 1160W
Milwaukee, WI 53203
(414) 297-1501 Fax: (414) 297-1685

May 13, 2015

Mr. Mahlon Mitchell, President
Professional Fire Fighters of Wisconsin
2574 Targhee Street
Fitchburg, WI 53711

Case Number: 320-6003120(b)
LM Number: 544537

Dear Mr. Mitchell:

This office has recently completed an audit of Professional Fire Fighters of Wisconsin (PFFW) under the Compliance Audit Program (CAP) to determine your organization's compliance with the provisions of the Labor-Management Reporting and Disclosure Act of 1959 (LMRDA). As discussed during the exit interview with you, Vice President Mike Woodzicka, Secretary-Treasurer Steve Wilding, Board Members Jason Hempel, Jerry Biggart, Justin Pluess, Lance Tryggestad, Lucas Kotschi, Matt Simpson, Mike Degarmo, and Rich Gee, and Executive Assistant Cindy McGinnis on April 28, 2015, the following problems were disclosed during the CAP. The matters listed below are not an exhaustive list of all possible problem areas since the audit conducted was limited in scope.

Recordkeeping Violations

Title II of the LMRDA establishes certain reporting and recordkeeping requirements. Section 206 requires, among other things, that labor organizations maintain adequate records for at least five years by which each receipt and disbursement of funds, as well as all account balances, can be verified, explained, and clarified. As a general rule, labor organizations must maintain all records used or received in the course of union business.

For disbursements, this includes not only original bills, invoices, receipts, vouchers, and applicable resolutions, but also documentation showing the nature of the union business requiring the disbursement, the goods or services received, and the identity of the recipient(s) of the goods or services. In most instances, this documentation requirement can be satisfied with a sufficiently descriptive expense receipt or invoice. If an expense receipt is not sufficiently descriptive, a union officer or employee should write a note on it providing the additional information. For money it receives, the labor organization must keep at least one record showing the date, amount, purpose, and source of that money. The labor organization must also retain bank records for all accounts.

The audit of PFFW's 2014 records revealed the following recordkeeping violations:

1. Disbursements to Vendors, General Reimbursed Expenses, and Credit Card Expenses

The PFFW did not retain adequate documentation for disbursements to vendors, payments to you, Mr. Wilding and other officers, and 274 credit card expenses totaling at least $69,070. For example, adequate supporting documentation was not retained for a $1,692.39 charge you made at Hilton Hotels in Washington, D.C. on March 20, 2014 for the IAFF Legislative Conference. In support of this expense, the PFFW only retained a credit card statement and the hotel's booking confirmation e-mail. In addition, 24 EFT payments totaling $4,800 made to Mr. Wilding and you for office and phone expenses did not have adequate supporting documentation retained. In support of these expenses, the PFFW only retained monthly vouchers.

As another example, officers and employees were not required to submit itemized meal receipts for meal expenses totaling at least $31,814. For most meal expenses, the PFFW only retained the credit card signature receipt showing the name of the vendor, the date, and the amount of the expense, which is not sufficient. In addition, the PFFW's records of meal expenses did not always include written explanation of union business conducted or the names and titles of the persons incurring or receiving the benefit of the restaurant charges. For example, a receipt retained for a $167.25 meal expense incurred by you at Blue Harbor in Sheboygan, WI on April 16, 2014 did not include the nature of the union business conducted and the full names and titles of those present on the receipt.

You and Mr. Wilding both indicated at the organizational interview that officers and employees were not required by the PFFW to retain itemized receipts and that you were unaware of this requirement. During the course of the audit, you and Mr. Wilding indicated that officers and employees are not required to record the business purpose and the names and titles of those present at meals on the receipts and that you were also unaware of these requirements as well.

As noted above, labor organizations must retain original receipts, bills, and vouchers for all disbursements. Itemized receipts provided by restaurants to officers and employees must be retained. These itemized receipts are necessary to determine if such disbursements are for union business purposes and to sufficiently fulfill the recordkeeping requirement of LMRDA Section 206. Records of meal expenses must include written explanations of the union business conducted and the full names and titles of all persons who incurred the restaurant charges. Also, the records retained must identify the names of the restaurants where the officers or employees incurred meal expenses. The president and treasurer (or corresponding principal officers) of your union, who are required to sign your union's LM report, are responsible for properly maintaining union records.

2. Reimbursed Auto Expenses

Mr. Wilding and you received reimbursements for business use of your personal vehicles, but did not retain adequate documentation to support payments made to you and Mr. Wilding totaling at least $272 during 2014. The union must maintain records which

identify the dates of travel, locations traveled to and from, and number of miles driven. The record must also show the business purpose of each use of a personal vehicle for business travel by an officer or employee who was reimbursed for mileage expenses.

3. Receipt Dates not Recorded

Entries in the PFFW's PAC fund receipts journal reflect the date the union deposited money, but not the date money was received. Union receipts records must show the date of receipt. Failure to record the date money was received could result in the union reporting some receipts for a different year than when it actually received them.

4. Lack of Salary Authorization

The PFFW did not maintain records to verify that the salaries reported in Schedule 11 (All Officers and Disbursements to Officers) of the LM-2 were the authorized amounts and were therefore correctly reported.

You and Mr. Wilding stated that the authorized salaries for PFFW officers and employees are in the PFFW's annual budget. During the exit interview, Mr. Wilding and Mr. Woodzicka advised that Mr. Woodzicka's salary as the administrator of the PFFW's fundraising account has been in place since the PFFW started its fundraising efforts sometime after 1991. Mr. Woodzicka stated that the authorization for his salary was recorded in the PFFW's executive board minutes; however, the PFFW was unable to provide the minutes that authorized Mr. Woodzicka's salary and the authorization for his salary could not be identified in any other union records. The union must keep a record, such as meeting minutes, to show the current salaries for officers and employees as authorized by the entity or individual with the authority to establish salaries.

Based on your assurance that the PFFW will retain adequate documentation in the future, OLMS will take no further enforcement action at this time regarding the above violations.

Reporting Violations

The audit disclosed a violation of LMRDA Section 201(b), which requires labor organizations to file annual financial reports accurately disclosing their financial condition and operations. The Labor Organization Annual Report (Form LM-2) filed by the PFFW for the fiscal year ended December 31, 2014, was deficient in the following areas:

1. Disbursements to Officers

The PFFW erroneously included airfare and lodging expenses charged to the union credit cards by you and Mr. Wilding totaling at least $4,084 in the amounts reported in Schedule 11 (All Officers and Disbursements to Officers), Column F (Disbursements for Official Business). A review of itemized receipts for airfare and lodging expenses and credit card

statements for you and Mr. Wilding revealed that lodging and airfare expenses charged to union credit cards were included in the total reimbursed expenses reported in Column F of Schedule 11; however, indirect disbursements for airfare and temporary lodging must be reported in Schedules 15 through 19.

In addition, the audit revealed that you and Mr. Wilding incurred at least 22 meal expenses totaling at least $1,022 that only you or Mr. Wilding were present for. It appears that the meals were incurred either before or after you and Mr. Wilding conducted union business based on information provided by you and Mr. Wilding. The fact that these meals take place at a time when you and Mr. Wilding would otherwise normally be paying for meals yourselves appears to indicate that the meals are more for the personal benefit of you and Mr. Wilding rather than necessary for conducting official union business. Therefore, unless it can be shown that the meals were actually necessary for conducting official union business, such disbursements of the union must be reported in column G of schedule 11 of the LM-2 rather than in column F, and may be allocated among the officers.

Sections 214.571 through 214.577 of the LMRDA Interpretative Manual provide guidance and examples for reporting direct and indirect disbursements for food and refreshments for officers, employees, general membership gatherings, and for the entertainment of individuals outside the union. Copies of Sections 214.571 through 214.577 of the LMRDA Interpretative Manual were provided to you and Mr. Wilding at the exit interview.

Direct disbursements to officers and employees for reimbursement of expenses they incurred while conducting union business must be reported in Column F of Schedules 11 and 12 (Disbursements for Official Business). In addition, indirect disbursements made to another party (such as a credit card company) for business expenses union personnel incur must be reported in Column F of Schedules 11 and 12. However, indirect disbursements for business expenses union personnel incur for transportation by public carrier (such as an airline) and for temporary lodging expenses while traveling on union business must be reported in Schedules 15 through 19. Any direct or indirect disbursements to union personnel for expenses not necessary for conducting union business must be reported in Column G (Other Disbursements) of Schedules 11 and 12.

2. Failure to Itemize Disbursements and Receipts

The PFFW did not properly report several "major" transactions in Schedules 14 (Other Receipts), 16 (Political Activities and Lobbying), 18 (General Overhead), and 19 (Union Administration). A "major" transaction includes any individual transaction of $5,000 or more or total transactions to or from any single entity or individual that aggregate to $5,000 or more during the reporting period that the union cannot properly report elsewhere in Statement B. For example, the audit found that fundraising receipts totaling $512,199 and a $150,000 receipt from the International Association of Fire Fighters for political advertising costs were not properly reported in Schedule 14 (Other Receipts). As another example, a $159,420 disbursement to Canal Partners Media for televised election commercials was not properly reported in Schedule 16 (Political Activities and Lobbying).

3. Statement A (Cash Balance)

It appears that the cash figures reported in Item 22 (A) (Cash, Start of the Reporting Period) are not the figures according to PFFW's books after reconciliation to the bank statements. The cash balance as of January 1, 2014, as reconciled to the bank statements, was $531,059; however, the cash balance reflected in the accounts maintained in the union's accounting software and reported in Item 22 (A) was $524,024. The cash balance as of December 31, 2014, as reconciled to the bank statements, was $452,372; however, the cash balance reflected in the accounts maintained in the union's accounting software and reported in Item 22 (B) (Cash, End of the Reporting Period) was $462,173. The audit revealed that the cash discrepancy at the start of the reporting period appears to be the result of a reconciliation imbalance in PFFW's general fund checking account from 2013 or before that carried into 2014. PFFW's general fund checking account balance as of December 31, 2013, as recorded in the union's accounting software, was $70,361.95; however, the audit revealed that the general fund checking account balance as of December 31, 2013, as reconciled to the bank statements, was $76,259.47. According to Mr. Wilding, the cash discrepancy at the end of the reporting period was probably due to the PFFW's action fund not having been reconciled at the time the report was filed. The instructions for Item 22 state that the union should obtain account balances from its books as reconciled to the balances shown on bank statements.

4. Failure to File Bylaws

The audit disclosed a violation of LMRDA Section 201(a), which requires that a union submit a copy of its revised constitution and bylaws with its LM report when it makes changes to its constitution or bylaws. During the opening interview, Mr. Wilding said that the PFFW amended its bylaws in 2013, but did not file copies with its LM report for that year. The PFFW has now filed a copy of its current bylaws.

The PFFW must file an amended Form LM-2 for the fiscal year ended December 31, 2014, to correct the deficient items discussed above. The report must be filed electronically using the Electronic Forms System (EFS) available at the OLMS website at www.olms.dol.gov. The amended Form LM-2 must be filed no later than May 29, 2015. Before filing, review the report thoroughly to be sure it is complete and accurate.

Other Violations

The audit disclosed the following other violation:

Inadequate Bonding

The audit revealed a violation of LMRDA Section 502 (Bonding), which requires that union officers and employees be bonded for no less than 10 percent of the total funds those individuals or their predecessors handled during the preceding fiscal year.

The audit revealed that the PFFW's officers and employees were not bonded for the minimum amount required at the time of the audit. However, the PFFW obtained adequate bonding coverage and provided evidence of this to OLMS during the audit. As a result, OLMS will take no further enforcement action regarding this issue.

Other Issues

1. Expense and Credit Card Policy

As I discussed during the exit interview with you, Mr. Wilding, and the other members of the PFFW's executive board, the audit revealed that the PFFW does not have a clear policy regarding the types of expenses personnel may claim for reimbursement and the types of expenses that may be charged to union credit cards. During 2014, the PFFW disbursed more than $68,000 to Union Travel MasterCard for union credit card charges incurred by you and Mr. Wilding; however, the PFFW has no written policy governing the use of the credit cards. You and Mr. Wilding both stated that the PFFW's informal policy allows you to use the union credit card for meals, drinks, lodging, airfare, and other business expenses, and that you and Mr. Wilding authorize the expenses yourselves. Several of the executive board members stated that documentation for officer or employee expenses, including charges made to the union credit cards, are not reviewed and that they trust you and Mr. Wilding to use the union credit cards solely for union expenses.

The audit also revealed that the PFFW has no written policy governing meal and alcohol reimbursements, and officers interviewed during the course of the audit provided different interpretations of the PFFW's policies for the reimbursement of meals and alcohol expenses. You and Mr. Wilding both stated that there is no limit on the cost of meals and alcohol that can be reimbursed or charged to the union credit card. You also stated that meals charged to the union credit card by you and Mr. Wilding when conducting union business or in transit to or from union business are okay, including instances where no union business is discussed at the meal and instances you or Mr. Wilding are eating alone. However, a board member stated that meal expenses charged to the union credit card for a single officer or for multiple officers with no official business purpose is like "double dipping" if the officer(s) were also paid per diem. Another board member stated that some meals are reimbursable if they are for special events, if the board goes out as a group, or if a board member is entertaining someone affiliated with the PFFW. A third board member stated that he does not submit meal expenses for reimbursement since meals are "theoretically" covered by per diem.

To ensure proper internal financial control over union disbursements, OLMS recommends that each union: (1) adopt a clear policy for meals, alcohol, and other related travel expenses; (2) establish what documentation is to be submitted for reimbursed and credit card expenses; and (3) establish a procedure that provides for approval of travel expense claims. Such policies and procedures can help ensure effective internal controls and

safeguard union assets. During the exit interview, I provided you with OLMS compliance tips related to expenses and credit cards.

2. Per Diem Policy

During the opening interview, you and Mr. Wilding advised that the PFFW pays "per diem" to officers to work on union business that is either assigned to them by you or is authorized in the annual budget. The audit revealed that the PFFW does not have any written policies for the payment of "per diem" to officers for working on union business beyond its executive board's expense policy, which states, "Executive Board Members on State authorized business are allowed to take per diem(s) at the established rate." You and Mr. Wilding both indicated that the per diem payments were properly authorized; however, the PFFW executive board members interviewed during the course of the audit provided varying responses as to when officers are entitled to be paid "per diem" and the purpose of the "per diem" payments. One board member stated that a member's own conscience is the only guideline as to when per diem can be claimed for working on board business. Another board member stated that he has always considered per diem to be a wage for doing union business. A third board member stated that the taxable portion of the per diem is compensation for performing union business and the non-taxed portion is for meals and other personal expenses. You stated that you didn't know why part of the daily per diem payment is non-taxable, and Mr. Wilding indicated that the non-taxable portion of the daily per diem is not intended to pay for meals.

OLMS recommends that the PFFW: (1) adopt a clear policy of what instances "per diem" is paid to officers for working on union business; (2) establish what documentation is to be retained for per diem payments; and (3) establish a procedure that provides for approval of per diem claims. Such policies and procedures can help ensure effective internal controls and safeguard union assets.

The audit also revealed that the PFFW may not be properly following state or federal requirements for withholding of payroll taxes from per diem payments to officers and employees. Currently, the PFFW does not withhold taxes from a portion of its daily "per diem" allowance that is classified as "other expenses" on the PFFW expense vouchers. The PFFW uses a flat rate for the non-taxable portion of the per diem allowance, as follows: $25 (0-8 hours worked), $50 (8-16 hours worked), and $75 (16-24 hours worked). These flat rates are based on advice provided by the PFFW's accountant.

While OLMS has no authority to interpret the state or federal tax code, it is my understanding that if an employer pays expense allowances that exceed the federal per diem rates, the excess amounts are subject to income tax and employment tax if they are not repaid to the employer, unless the employee actually substantiates all of the expenses covered by the per diem allowance. OLMS recommends that you contact either your accountant, the Wisconsin Department of Revenue in Milwaukee at (414) 227-4000 (ask for the publication "Wisconsin Employer's Withholding Tax Guide"), and the Internal Revenue Service (ask for "Circular E, Employer's Tax Guide").

3. Single Signature Requirement

The audit revealed that PFFW checks are signed by only one officer. Although not prohibited by the PFFW bylaws, a single signature requirement on union checks is not an effective internal control of union funds. The purpose of second signature is to attest to the authenticity of a completed document that has already been signed. OLMS recommends that the PFFW review these disbursement procedures to improve internal control of union funds.

I want to extend my personal appreciation to Professional Fire Fighters of Wisconsin for the cooperation and courtesy extended during this compliance audit. I strongly recommend that you make sure this letter and the compliance assistance materials provided to you are passed on to future officers. If we can provide any additional assistance, please do not hesitate to call.

Sincerely,

(b) (6)

cc: Mr. Steve Wilding, Secretary-Treasurer
Mr. Michael Woodzicka, Vice President
Mr. Richard Gee, Executive Board Member
Mr. Matt Simpson, Executive Board Member
Mr. Michael Degarmo, Executive Board Member
Mr. Jason Hempel, Executive Board Member
Mr. Justin Pluess, Executive Board Member
Mr. Lance Tryggestad, Executive Board Member
Mr. Jerry Biggart, Executive Board Member
Mr. Lucas Kotschi, Executive Board Member

U.S. DEPARTMENT OF LABOR
OFFICE OF LABOR-MANAGEMENT STANDARDS

REPORT OF INVESTIGATION

FIRE FIGHTERS AFL-CIO PROFESSIONAL FIRE FIGTHERS OF WISCONSIN SA A-47 OAK CREEK, WI LM: 544-537	**Program:** (b) – Compliance Audit **Statutory References:** 29 U.S.C. 431(a) or (b) - Deficient Filing 29 U.S.C. 436 - Failure to Keep Records 29 U.S.C. 502(a) - Bonding	**Case Number:** 320-6003120 **Office:** MILO **Status:** CLOSED

I. (b) (7)(E) [redacted]

II. GENERAL INFORMATION

A. Approximate number of members: 3,025

B. Total Annual Receipts: $1,382,399

C. Dues paid by: ☐ Checkoff ☒ Direct Pay ☐ Checkoff & Direct Pay

D. Full time, paid officer(s) and/or employee(s): ☒ Yes ☐ No

E. External accountant conducts periodic audits: ☒ Yes ☐ No

III. AUDIT/INVESTIGATIVE DETAILS

A. Year audited ended date: 12/31/2014 Date of exit interview: 4/28/2015

B. Organizational Interview Questionnaire attached as Exhibit 1.

C. Audit Investigative Plan attached as Exhibit 2.

D. Exit Interview Worksheet attached as Exhibit 3.

(b) (7)(E) [redacted]

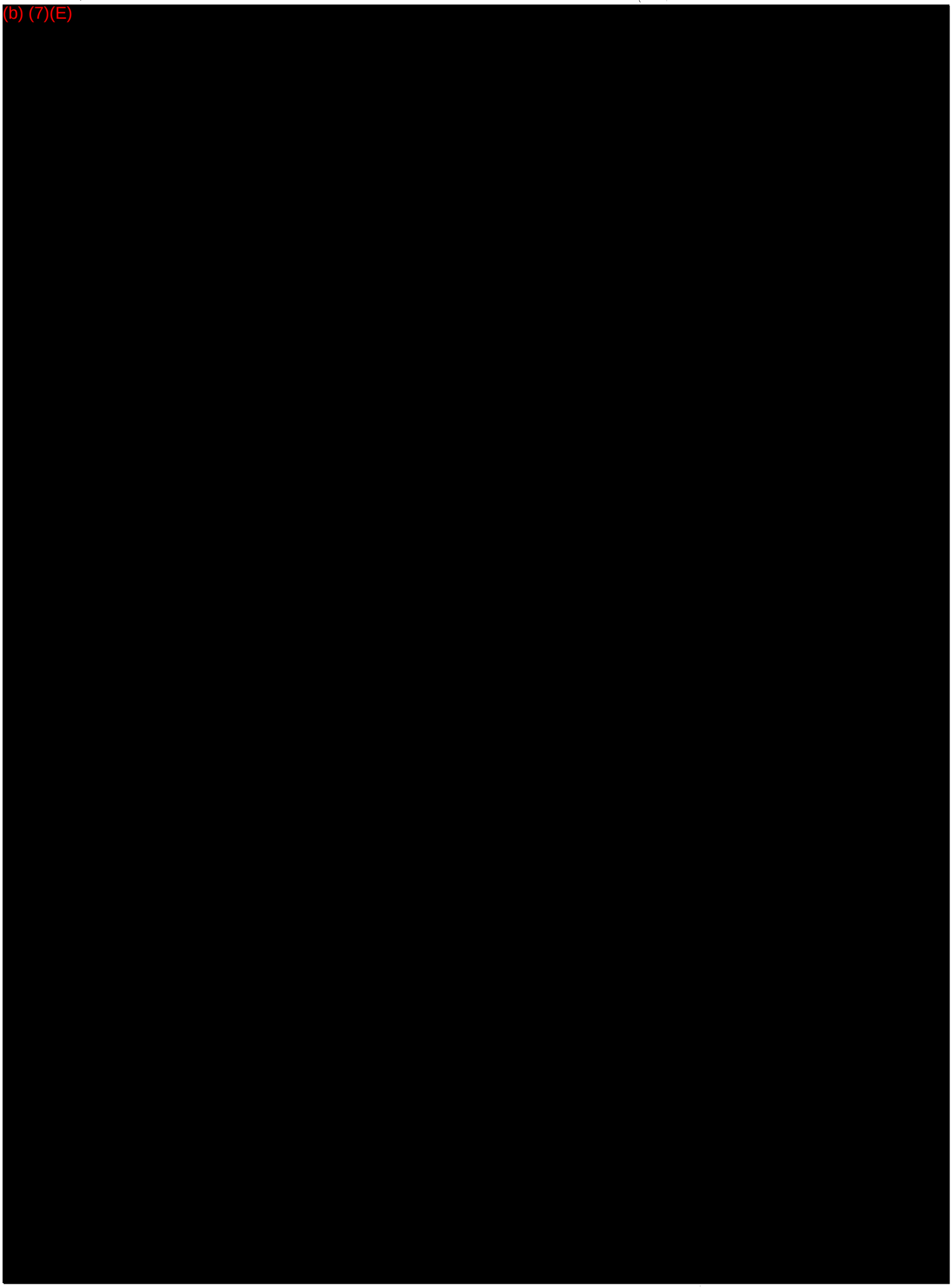
Distribution:
(b) (7)(E) [redacted]

Prepared By: (b) (6) [redacted]
(b) (6) [redacted]
Signature Date

Approved By: Supervisory Investigator Thomas Murray
(b) (6) [redacted]
5/13/2015
Date

This document is the property of the Office of Labor-Management Standards and is not to be disclosed to unauthorized persons.

(b) (7)(E)



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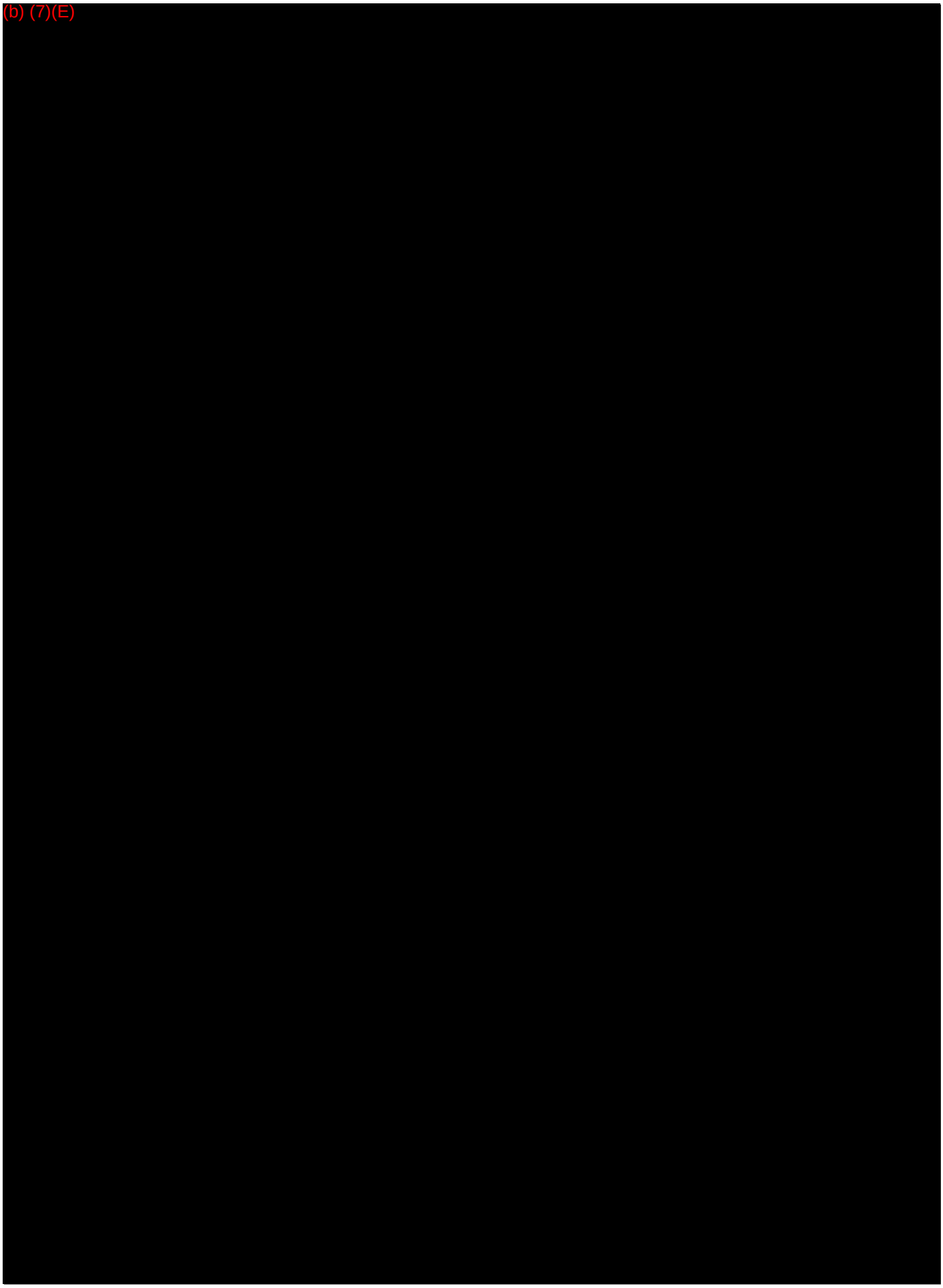

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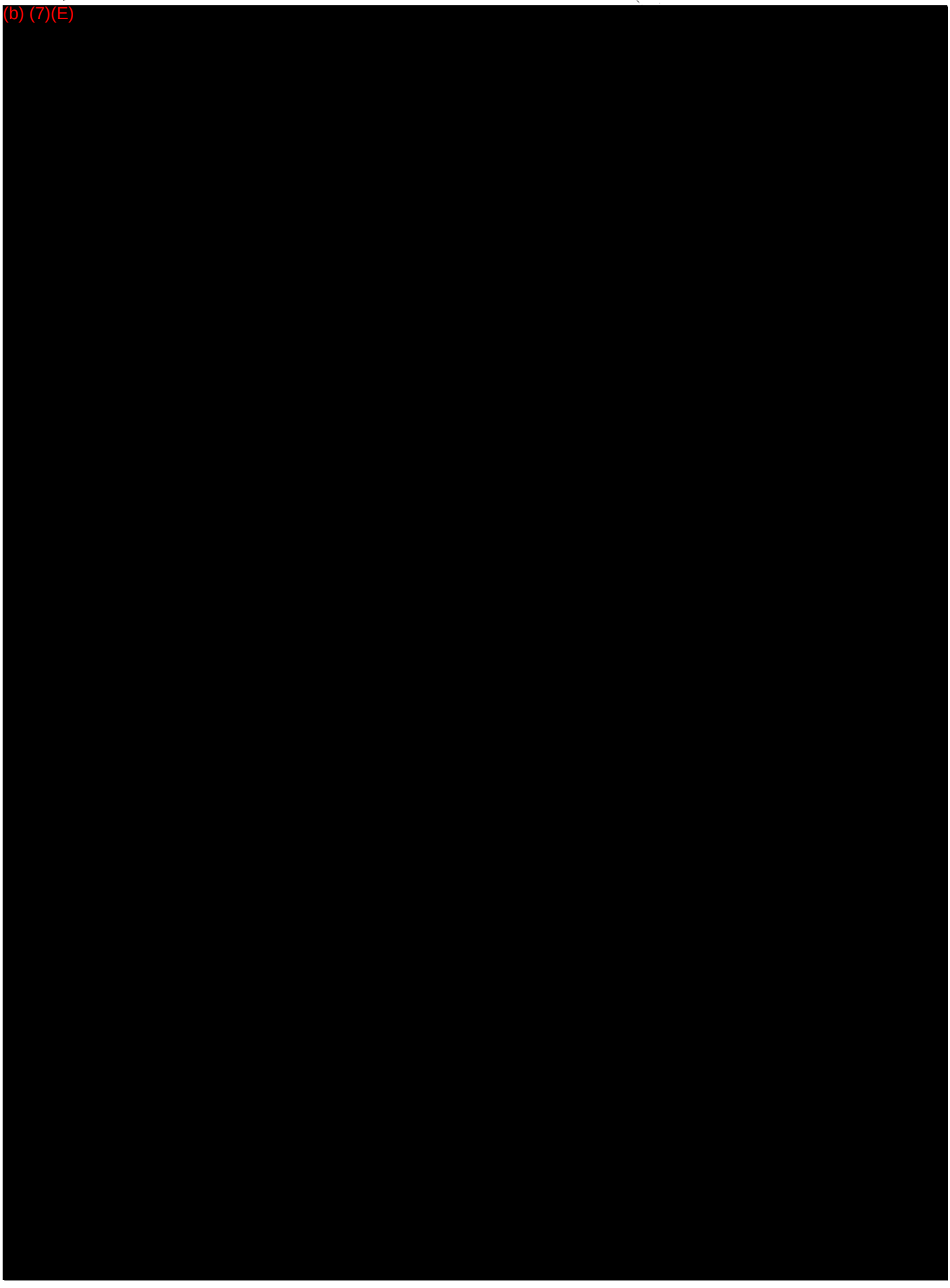

ARTICLE I
NAME AND OBJECTIVES

Section 1. Organization Name. This organization shall be known as the Professional Fire Fighters of Wisconsin, Inc., AFL-CIO, (PFFW) and will be affiliated with the International Association of Fire Fighters (IAFF). Henceforth, the Professional Fire Fighters of Wisconsin, Inc., AFL-CIO, will be referred to as the **PFFW** and the International Association of Fire Fighters as the **IAFF**.

Section 2. Objectives of PFFW. The objectives of the PFFW shall be to cultivate a closer feeling of friendship and fellowship among the fire fighters/emergency medical personnel of the state of Wisconsin; the promotion of legislation to advance the interests of fire fighters/ emergency medical personnel; to maintain and improve an effective and substantial pension law; to promote a safe and healthy working environment for fire fighters/emergency medical personnel as possible; to promote emergency medical services as a fire-based service; to protect the fire fighters/emergency medical personnel in their positions; and the maintenance and improvement of the right to collective bargaining for the fire fighters/emergency medical personnel in every department in the state of Wisconsin.

Section 3. Bound by. The PFFW shall recognize, observe and be bound by the provisions of the IAFF Constitution and By-Laws and interpretations thereof rendered by the IAFF general president's decisions, and directives of the IAFF Executive Board of officers, and the resolutions adopted and policies established by the delegates at the IAFF conventions. None of the provisions of this PFFW Constitution and By-Laws shall conflict with any of the provisions of the IAFF Constitution and By-Laws. Prior to printing or issuance of the PFFW Constitution and By-Laws it shall be submitted to the IAFF general president for his/her approval. Any proposed amendments, revisions, or modification to the PFFW Constitution and By-Laws shall likewise be submitted for his or her approval before printing and issuance.

Section 4. Responsibility of Officers and Members. It is the obligation and responsibility of every officer of the PFFW, and all chartered member local unions to comply with the provisions of this Constitution and By-Laws and the decisions of the PFFW officers in conformity therewith. They shall refrain from any conduct which interferes with the performance of the PFFW, or any of its subordinate bodies, of their obligations under law or contract, or any conduct which defeats or subverts the lawfully declared and established policies and objectives of the PFFW, or which may defame it or any of its officers, members, or subordinate bodies.

Section 5. Matters not Covered. In matters not herein provided for, the Constitution and By-Laws of the IAFF shall apply. Article XIV of the Constitution and By-Laws of the IAFF is recognized as providing the basic rules governing the PFFW Inc.

ARTICLE II
MEMBERSHIP

Section 1. Active. Active membership in the Professional Fire Fighters of Wisconsin shall be open to such local unions in the State of Wisconsin who are chartered by and affiliated with the International Association of Fire Fighters. Members of such local unions shall be employees who have been organized by the IAFF, are full time, are paid and are engaged in firefighting, emergency medical or rescue services activities. Anyone eligible for membership in the PFFW shall not be refused membership, or upon acceptance be discriminated against because of race, color, creed, national origin, gender, sexual orientation or by reason of being handicapped.

Section 2. Honorary. Any persons may be elected to honorary membership by a vote of the majority of the members of the PFFW assembled in convention. Honorary membership is subject to revocation for good cause. Such persons shall not have voting rights nor the right to hold office.

Section 3. Retired. Any fire fighters that retired from a local affiliated with the PFFW may maintain their membership in the PFFW as provided for in Article XIV, Section 12 of the IAFF 's Constitution and By-Laws. Membership fees shall be twenty-five dollars ($25) per year. Such persons shall not have voting rights nor the right to hold office except as outlined in Article III, Section 3.

Section 4. Associate. A local union in the state of Wisconsin, chartered by, and affiliated with the IAFF and not affiliated with the PFFW may be granted an associate membership by a two-thirds (2/3) vote of the delegates present, and voting for adoption. The PFFW shall not allow for any voting rights for delegates that attend the PFFW annual convention, nor be eligible to hold office. Application for such membership shall be made via a resolution detailing terms and conditions of the membership and submitted by the PFFW Executive Board.

Section 5. Emeritus. Any former state president, state vice-president, state secretary-treasurer of the PFFW, may be elected to the position of "emeritus" of the office he/she last held, by a vote of the majority of the members assembled at the PFFW convention as submitted by resolution. Such persons shall not have voting rights. All members

with the title of "emeritus," bestowed on them by the PFFW who attend the annual PFFW convention, shall be paid hotel, (Sunday, Monday, Tuesday), mileage, registration fee for emeritus and one hundred dollars ($100) for meal allowance.

Section 6. Eligibility for Emeritus. In order to be considered for PFFW "emeritus" status; **(a)** the individual shall have served as state president, state vice-president, state secretary-treasurer of the PFFW for eight (8) years of service; **(b)** an individual shall not be eligible for "emeritus" status until the convention following his/her leaving office; **(c)** an individual shall not be eligible for "emeritus" status while employed by a fire department.

Section 7. Exceptional Membership. "Exceptional" membership are for those individuals who provide service above and beyond the call of duty to the PFFW but are not elected as an Officer of the organization and shall have all the rights and privileges of "Emeritus" status.

ARTICLE III
OFFICERS AND ELIGIBILITY FOR OFFICE

Section 1. Principal Officers. The principal officers of the PFFW shall consist of the state president, the state vice-president, and the state secretary-treasurer. The three (3) principal officers and eight (8) executive officers shall constitute the Executive Board.

Section 2. Eligibility for Office. In order to be eligible for office in the PFFW, a person must be a member in good standing of a local affiliated with the PFFW and a member in good standing with the IAFF. He/she need not be a delegate to the PFFW convention. Such duly and qualified officers shall have a right to a single vote at the PFFW convention, excluding elections. Neither write-in votes nor proxy votes will be accepted.

Section 3. Not Eligible. An officer that is no longer employed as a full time active fire fighter cannot be elected to an office in the PFFW. However, he/she may hold office for the remainder of their elected term after he/she leaves employment from his/her fire department.

Section 4. Appling for a Non-Bargaining Position. Any Member(s) of the PFFW Executive Board apply for a non-bargaining unit position, he/she shall immediately be placed on an unpaid leave of absence from all duties that their Executive Board call for.

The Executive Board Member(s) shall remain on unpaid leave of absence until such time they are either awarded the non-bargaining unit position or they are informed that they have been unsuccessful in their endeavor. The PFFW Executive Board Member(s) shall remain on unpaid leave of absence even though the candidate will not be assuming his/her non-bargaining unit position until sometime in the future. If a PFFW Executive Board Member(s) is placed on unpaid leave of absence, any and all duties shall be carried out by the other PFFW Executive Board Members as defined by the Constitution and By-laws. The Executive Board may use its authority and discretion to permanently remove a board member after being on unpaid leave of absence for 90 days by a 2/3 vote.

ARTICLE IV
DUTIES OF OFFICERS

Section 1. State President. The duties of the state president shall be to preside over all meetings. He/she shall appoint all committees, including at conventions, unless otherwise ordered by the Executive Board. He/she shall be ex-officio of all committees. He/she shall submit to the Executive Board for their approval, a copy of all contracts or agreements that he/she may enter into on behalf of the PFFW. All payments of money from contracts, agreements or any sources shall be made payable to the Professional Fire Fighters of Wisconsin, Inc. He/she shall have the power to call a meeting of the Executive Board by giving the board members at least ten (10) days' notice. He/she may appoint representatives if he/she deems it necessary for PFFW business. The expenses of any such representative shall be paid for in accordance with standards adopted by the Executive Board. He/she shall perform such other duties as the PFFW may require of him/her. He/she shall deliver to his/her successor in office all books, papers, and other property of the PFFW that may be in his/her possession at the close of his/her term.

Section 2. State Vice-President. It shall be the duty of the state vice-president to preside at all meetings in the absence of the state president, to preside over the Executive Board, and perform the duties of the state president during his/her absence. He/she shall deliver to his/her successor in office all books, papers, and other property of the PFFW that may be in his/her possession at the close of his/her term. He/she shall succeed the state president in the event of a vacancy in that office, from any cause, until the vacancy has been filled pursuant to Article V, Section 3.

Section 3. State Secretary-Treasurer. It shall be the duty of the state secretary-treasurer to keep records of all proceedings, and all other records of the PFFW. He/she shall conduct the correspondence pertaining to his/her office; act as state secretary-treasurer at all (PFFW) conventions and Executive Board meetings; and be the custodian of the official seal. He/she shall forward a copy of all Executive Board meeting minutes to the secretaries of all affiliated locals within thirty (30) days of such meeting. He/she shall receive and hold all monies turned over to him/her by the treasurers of all affiliated locals, and deposit in the name of the PFFW within fourteen (14) days after receipt, in only such bank or banks as shall be designated by the Executive Board. All disbursements shall be by electronic transfer or by check signed by the state secretary-treasurer, on voucher or order, signed by the state president and state secretary-treasurer. He/she shall submit a written report to the state convention of all monies received and disbursed during the past term. He/she shall furnish a surety bond, in the amount designated by the Executive Board, by a bona fide surety company designated by the Executive Board. The premium of said bond shall be paid by the PFFW. He/she shall immediately notify all members of the Executive Board when any local is over ninety (90) days in arrears with their per capita tax. He/she shall deliver to his/her successor in the office all books, papers, and other property of the PFFW that may be in his/her possession at the close of his/her term.

Section 4. State Executive Board. The Executive Board shall hold meetings at the call of the state president or a majority of its members. Six (6) members shall constitute a quorum for an Executive Board meeting. In the intervals between PFFW conventions, they shall have full power and complete charge of all business of the PFFW not otherwise provided for, and any other business as may be referred to them by the membership. Each Executive Board member shall have one (1) vote at all board meetings. The board shall appoint a legislative representative who shall be available in Madison during the legislative sessions or when deemed advisable by the Executive Board. The board shall administer all personal property of the PFFW for the sole use and benefit of the PFFW. The board shall have sole power to suspend from office all elective officers upon evidence of their neglect of duty. If there is no choice for a convention city, the Executive Board shall choose one. They shall deliver to their successors in office all books, papers, and other property of the PFFW that may be in their possession at the close of their term.

Section 5. Compensation. Delegates assembled at the PFFW convention shall set the amount of compensation to be paid to the state president, state vice-president, state secretary-treasurer and set the following expenses:

(a) The rate of expenses for the Executive Board for their meetings, for attending a convention, or performing the duties of their offices.

(b) Hotels, meals, transportation and per diem. Any such charges, after approval of the delegates shall take effect on the first day of the next month following said convention.

Section 6. Bonds. All officers and employees of the PFFW who handle funds or property of the PFFW shall be bonded in such amounts as may be required by the board of trustees of the International Association of Fire Fighters, and the IAFF general secretary-treasurer, in compliance with the applicable law. The expense of which shall be borne by the IAFF for the first five thousand dollars ($5,000) and the cost of any additional bond that may be necessary is borne by the PFFW. The Association shall have sufficient bond to cover at least ten (10%) percent of its current liquid assets.

Section 7. Expenses. All officers and employees who have claims for expenses shall make out in itemized form, a voucher and submit it to the state secretary-treasurer for payment.

ARTICLE V
ELECTIONS

Section 1. Date, Place and Time of Elections. All locals in good standing shall be given at least fifteen (15) days' advance notice of the date, time and place at which nominations shall be made, and the date, time and place at which elections shall be held.

(a) The election of principal officers:
These officers shall be nominated from the floor and elected by a majority of the accredited votes cast.

(b) Election of Executive Board members:
All nominees to the Executive Board shall be placed on a single ballot in an order determined by drawing lots. Candidates receiving a majority of votes shall be deemed elected. In the event that there are more candidates nominated than are open positions for an office and a majority vote is not obtained, the candidate receiving the lowest number of votes cast shall be dropped until a majority vote is obtained.

(c) 1. **Number of Offices Held.** No elected officer of the PFFW shall be entitled to hold more than one office of the PFFW at the same time. If an officer or Executive Board member is elected to a second office, such election shall automatically result in a vacancy in the first office.

2. **Number of Members per Local.** No local shall have more than two (2) members holding an elected office in the PFFW at one time. In the event a candidacy for office would result in a local having more than two (2) members in elective office, the elections committee under paragraph **(d)** will have the authority to deny such candidate the right to be on the ballot.

(d) **Election Committee**. The state president shall appoint an election committee consisting of not less than nine (9) delegates, one of which shall be chairman, appointed by the state president, which shall have the following duties:

1. **Drafting of Rules of Election.** Drafting of rules for the conduct of the elections. Such rules shall be approved by the PFFW convention. These rules shall contain the method of drawing lots for positions on the ballot and the time when nominations shall be made and closed, the rules on campaigning and other such rules not inconsistent with the PFFW Constitution and By-Laws as are necessary for the efficient and fair conduct of elections.

2. **Observer.** Each candidate for office may appoint one (1) observer to oversee the election process and counting of the ballots.

(e) **Rules for Elections:**

1. **Speeches.** Nomination speeches will be limited to two (2) minutes. No seconds are required, but will be allowed and limited to one (1) minute, if applicable.

2. **Order of Names.** The order of names on the ballots will be determined by lottery drawing.

3. **Campaign Material.** No campaign material (posters, pins, stickers, etc.) will be allowed on the delegates or in the convention hall during balloting.

4. **I D Tags.** Delegates must wear their identification tags in order to cast their votes.

5. **Privacy for Marking Ballots.** Privacy must be provided to allow delegates to mark their ballots outside the observation of any other delegate.

6. **Observer during Counting.** Candidates will be allowed one observer during the ballot counting.

7. **Majority of Votes.** A majority will be more than fifty percent (50%) of the number of valid votes cast.

8. **Ballot's Validity.** A ballot is considered valid only if a vote is cast for all open positions. There may be multiple ballots on a single piece of paper. Each office shall be considered a separate ballot.

9. **Candidate with a Majority Vote.** The candidates receiving the majority shall be declared elected. If a position remains open after a ballot, all the candidates remaining shall go on to a subsequent ballot.

10. **No Candidate Receives a Majority.** If no candidate receives a majority vote on a ballot, then the candidate receiving the lowest number of votes shall be dropped and a subsequent ballot cast for the remaining candidates.

11. **Process of Subsequent Ballots.** The process of subsequent ballots (9 & 10) shall be used until there is a person(s) elected to each position.

12. **Begin Office to Which Elected.** Newly elected PFFW officers and Executive Board members will begin their term at the conclusion of the convention at which they are elected.

Section 2. Term of office. The State President, State Vice President, State Secretary-Treasurer, and State Executive Board members shall hold their office for four (4) years beginning in 2016.

(a) **State President and Three (3) Executive Board for Three-year Terms.** It is the intention that there will be four (4) Executive Board members along with the State Vice President and State Secretary Treasurer elected to Four-year terms beginning in 2016. There will be four (4) Executive Board Members along with the State President elected to four-year terms beginning in 2018.

(b) In order to ensure that the schedule outlined in Section 2 (a) above is accomplished, the following will take place in the prior year's elections: In 2013 the State Secretary Treasurer and 2 Executive Board members will be elected to three (3) year terms ending in 2016. In 2014 the State Vice President will be elected to a two (2) year term ending in 2016. Three (3) Executive Board members will be running in 2014 with the member receiving the most votes getting a four (4) year term ending in 2018 and the two (2) members with the lowest vote total getting two (2) year terms ending in 2016. In 2015 the State President and three (3) Executive Board members will be elected to three (3) year terms ending in 2018.

Section 3. Elections to Fill Vacancies. If a vacancy occurs during the PFFW convention, an election to fill the vacancy shall be held during the PFFW convention.

(a) Vacancy. Should a vacancy occur in any of the offices between conventions due to death, resignation, incapacity or other cause, the vacancy shall be filled in the following manner:

1 Vacancy of Principle Officer

a. In the event a vacancy occurs in the position of PFFW State President, the PFFW State Vice-President shall assume the duties and responsibilities of the State President until the next regular convention at which time an election for all delegates will be held to fill the remainder of the un-expired term.

b. In the event a vacancy occurs in the position of PFFW State Vice-President other than listed in Article V, Section 3 (a) 1. a. (listed above), the Executive Board shall meet, and elect by secret ballot no more than fifteen (15) days from the date the office is vacated, one (1) of the members of the Executive Board to fill the office vacated until the next regular convention at which time an election for all delegates will be held to fill the remainder of the un-expired term.

c. In the event a vacancy occurs in the position of PFFW State Secretary/Treasurer, the Executive Board shall meet, and elect by secret ballot no more than fifteen (15) days from the date the office is vacated, one (1) of the members of the Executive Board to fill the office vacated, until the next regular convention at which time an election for all delegates will be held to fill the remainder of the un-expired term.

2. **Vacancy of Executive Board Members.** In the event a vacancy occurs in the office of a member of the Executive Board between conventions or more than ninety (90) days prior to a convention, the vacated position shall be filled by a secret ballot of the Executive Board until the next regular convention. At that time, an election by all delegates will be held to fill the remainder of the un- expired term. The state president shall give thirty (30) days' notice of the date of such meeting. Nominations shall be in writing and under the seal of the local and must be received one (1) day in advance of the meeting.

3. **Rules for Balloting**. The Executive Board shall establish rules for balloting to provide a fair and expeditious way of completing the election, taking into consideration the number of candidates involved. The person receiving a majority vote of the Executive Board shall be elected to the vacated position until the next regular convention.

ARTICLE VI
DELEGATES TO OTHER CONVENTIONS

Section 1. Delegates to IAFF Convention. The state president and state secretary-treasurer, upon being elected to their respective offices, shall also be elected delegates; the state vice-president upon being elected to office shall be elected as an alternate to the IAFF convention.

Section 2. Delegates to AFL-CIO Convention. The state president of the PFFW or his/her appointed representative(s) will be automatic delegate(s) to the Wisconsin State AFL-CIO convention.

ARTICLE VII
PFFW CONVENTION
DELEGATES AND ALTERNATES

Section 1. Annual Convention. The PFFW shall assemble in convention every other year (even number years) starting in 2016. In all years after 2016 that there is not a convention (odd number years starting in 2017), there shall be a one (1) day Local Officers meeting held to relay information and take care of any urgent business that cannot wait until the next convention.

Section 2. Representation at Convention. Representation in the PFFW convention shall be as follows: delegates at large shall be: principal officers and the eight (8) members of the Executive Board. Locals with a membership of twenty-five (25) or less shall be entitled to one (1) delegate; locals with membership exceeding twenty-five (25) shall be entitled to delegates as follows:

Number of members	Number of delegates
26-50	2
51-75	3
76-100	4
101-125	5
126-150	6
151-175	7
176-200	8
201-225	9
226-250	10
251-275	11

With one (1) additional delegate for each additional twenty-five (25) members or portion thereof above the first two hundred seventy-five (275) shall be allowed, up to a maximum of twelve (12) delegates. Locals with twenty-five (25) or fewer members shall have twenty-five (25) votes, those with more than twenty-five (25) members shall have voting strength equal to their number of paid members. No delegate shall carry more than twenty-five (25) votes.

Section 3. Proxy Voting. No local shall be represented in convention by proxy. A delegate must be a member in good standing in the local which he/she represents. No local union delegate to the PFFW annual convention will be seated, unless said local's current labor agreement is on file with the PFFW office or is presented at registration.

Section 4. Delegates and Delegates at Large. No member of the PFFW, other than a fully accredited delegate, shall be entitled to vote at the PFFW convention. No PFFW officer shall be eligible to represent any subordinate local as a delegate or alternate. All PFFW officers elected by secret ballot vote at PFFW convention shall, by virtue of such election and office, be delegates at large entitled to a voice vote and full participation in the convention proceedings excluding elections, except that the state president shall vote only when necessary to resolve tie votes on other than secret ballots.

Section 5. Delegate Identification. Delegates must be present and have their proper identification in order to cast their vote(s).

Section 6. Representation at Convention. Representation shall be based on the average amount of per capita tax paid by a local monthly during the preceding calendar year. Any local to be entitled to representation in convention must have per capita tax paid on its full membership, to a maximum of 300 members, up to thirty (30) days previous to the date of the convening of the convention.

Section 7. Close of Registration. Registration for each convention shall close and the convention convene by eleven o'clock (11 a.m.) on the Monday of the convention.

Section 8. Caucus Delegates. Each of the caucus groups that represent the PFFW shall be allowed one (1) Delegate each at the PFFW Convention. The Caucus Group Delegate shall be allowed the same voting privileges that are described in section 4 of this article.

ARTICLE VIII
CONVENTION RESOLUTIONS

Section 1. Resolutions and Amendments. Any member or members of the PFFW may introduce resolutions in writing, which are not changes to the PFFW constitution and by-laws, to the state secretary/treasurer of the PFFW for action at the convention. All such amendments or resolutions, to be considered by any convention of the PFFW must be received by the state secretary/treasurer no later than forty-five (45) days immediately preceding the opening of the PFFW convention in order that all such amendments and resolutions may be printed for distribution to the locals of the PFFW thirty (30) days preceding said convention, accompanied by a summary statement prepared by the state secretary-treasurer of the estimated cost respecting any resolution which in his/her judgment involves cost factors. All amendments or resolutions shall become operative immediately upon their adoption by the delegates unless otherwise expressly provided.

Section 2. Adoption of Resolutions. A majority of the delegates present and voting shall be necessary for adoption of resolutions introduced in section 1, above.

Section 3. Late Resolutions. In special situations, resolutions or amendments which exhibit such a need as to require their late submission, provided they are submitted in written form, may be considered with the approval of two-thirds (2/3) of the delegates

present and voting, and shall require a two-thirds (2/3) vote of the delegates, present and voting, for adoption.

Section 4. Definition of a Resolution. A resolution calls for action and states the reasons for the action. Matters which are highly important, complicated, controversial, long, involved, require accurate statements, will be published or transmitted to another body, are formal statements of the PFFW convention body, have a cost factor and/or express PFFW convention sentiments, are commonly written and cast as resolutions. The determination of motions to resolution form shall be made by the chair based on the above criteria.

ARTICLE IX
AMENDMENTS TO THE CONSTITUTION AND BY-LAWS

Section 1. Votes Needed to Amend C & B. This Constitution and By-Laws shall not be amended except by a two-thirds (2/3) vote for adoption of the delegates present and voting at any PFFW convention.

Section 2. Timely Submission of Resolution. Any member or members of the PFFW shall send to the state secretary/treasurer, a copy of their resolution to change the Constitution and By-Laws, which they intend to introduce at the PFFW convention, at least ninety (90) days before the date of the coming convention.

Section 3. Notification of Forthcoming Resolution. The state secretary-treasurer shall send a copy of the said resolution to each local president and local secretary at least sixty (60) days before the date of the coming PFFW convention.

Section 4. Reading of Resolution at Union Meeting. Each local president and/or local secretary after receiving a copy of the resolution from the state secretary/treasurer of the PFFW, shall endeavor to read such resolution at the next regular meeting of the local so that it can be thoroughly discussed and understood, and take appropriate action as to the wishes of their respective locals.

Section 5. Approval by General President. Any amendment to this Constitution and By-Laws made under its provisions shall be submitted, after adoption, for approval to the IAFF general president.

ARTICLE X
REVENUE

Section 1. Fiscal Year. The fiscal year of the PFFW shall begin the first day of **January** and end the last day of **December** of each year.

a. **Budget**. Beginning on July 1, 2009 and every year thereafter, the PFFW budget will be increased by the consumer price index (CPI), not to exceed 4%, as determined by the Milwaukee Metro Area rate from the previous twelve–month reporting period.

Section 2. Derived as Follows. The revenue of the PFFW shall be derived as follows:

a. **Per capita tax**. Said amount being set by PFFW convention action (per member, per month). Per PFFW convention action effective July 1, 2013 the per capita tax shall be fourteen dollars and twenty-seven cents **($14.27)** for each active member. Per capita tax shall be paid by each local treasurer not later than the twentieth (20th) day of each month. All per capita checks should be made payable to the Professional Fire Fighters of Wisconsin, Inc.

b. Per capita tax to fund the PFFW Political Action Committee. Said amount being set by PFFW convention action (per member, per month). Per PFFW convention action effective July 1, 2013, the per capita tax to fund the PFFW Political Action Committee shall be two dollars ($2.00) for each active member. Per capita tax shall be paid by each local treasurer no later than the twentieth (20th) day of each month. All per capita checks should be made payable to the Professional Fire Fighters of Wisconsin, Inc. PAC Account.

c. **Non Per Capita Revenue**:

(1) Revenues or royalties derived from fund raising.

(2) Revenue generated under this subsection and if placed in segregated funds, shall remain with and considered to be part of and ultimately disbursed as part of those segregated funds.

Section 3. Per Capita on New Members. Any local accepting new members into its organization and not reporting same to the PFFW and not paying per capita tax on same (to a maximum of 300 members) shall be deemed as violating the membership agreement of the PFFW and shall be subject to suspension from the PFFW.

Section 4. Special assessments.

(1) **When Special Assessments.** Special assessments shall be levied by a majority of the delegates at a regular PFFW convention or at a special PFFW convention held upon not less than thirty (30) days' written notice to each local of the PFFW; or

(2) **Ballots for (Special Assessments) Voting.** Upon recommendation of the Executive Board, a majority vote of all members in good standing of the PFFW voting in a membership referendum conducted by secret ballot. The state secretary/treasurer shall send out ballots to all locals according to the membership paid thereon. The ballots and results thereof shall be returned to the secretary/treasurer of the PFFW, with the local seal attached, attesting to the results thereof.

Section 5. Initiation Fee. Any new local affiliating, or any local re-affiliating with the PFFW, shall be assessed equal to monthly per capita as an initiation fee.

Section 6. Increase in Rates. Whenever increases in the established rates of initiation fees, reinstatement fees, dues or assessments are proposed, they shall be adopted only after approval in accordance with section eight (8) of Article XIV of the IAFF Constitution and By-Laws.

Section 7. Nonpayment of Per Capita Tax. Any local affiliated with the PFFW, which fails to pay its per capita tax for a period of ninety (90) days, shall be suspended from membership. Any local remaining suspended for an additional ninety (90) days shall automatically forfeit its affiliation and privileges in the PFFW.

Section 8. Reinstatement of Local. The suspended local may be reinstated in the PFFW upon payment of all arrearages; provided however, that in exceptional cases the state president, with consent of the Executive Board, shall have the power to remit such arrearages, excluding any fees, fines or arrearages due the IAFF under their Constitution and By-Laws, when circumstances warrant such action.

Section 9. Revocation of Membership. The Executive Board is hereby vested with authority to revoke the membership of any local whenever, upon evidence satisfactory to the majority of the Executive Board, it is shown that the local has been guilty of disloyalty or when its actions have been adverse or detrimental to the welfare of the membership of the PFFW.

ARTICLE XI
DISBURSEMENT OF NON PER CAPITA FUNDS

Section 1. Disbursement of Funds. Funds generated under Article X, section 2 c (1) shall be disbursed in the following fashion:

a. **Forty Five Percent (45%) Discretionary Revenue.** Forty-five (45%) shall be considered discretionary revenue, the expenditure of which is subject to a majority vote of the PFFW Executive Board. The Executive Board to report any disbursement of those funds to the delegates at the annual convention.

b. **Forty Five Percent (45%) Refund to Locals.** Forty-five percent (45%) shall be refunded back to the locals. Such refunds shall be calculated from each local's average monthly per capita from the previous year. Receipt and Acknowledgment forms shall be mailed no later than February first (1) of each year. Each local shall execute and return to the State Secretary-Treasurer the form entitled Receipt and Acknowledgment and payment shall be made no longer than thirty (30) days after the return of the Receipt and Acknowledgment form. Execution of the form certifies that locals shall utilize in a fashion consistent with the solicitation representations of the PFFW. All PFFW locals shall provide the following information: up to date names, addresses, phone numbers (home & station), and e-mail addresses of the principal officers to the PFFW office. Any PFFW local that fails to provide the basic information shall not be entitled to their Royalty rebate until compliance is met.

c. **Ten Percent (10%) General Fund.** Ten percent (10%) shall be deposited into the Professional Fire Fighters of Wisconsin, Inc., General Fund.

Section 2. Disbursement of Funds. Funds generated under Article X, Section 2 c,(2) shall be disbursed by the Executive Board and existing policy.

ARTICLE XII
ASSISTANCE TO LOCALS

Section 1. Type of assistance. Assistance to locals affiliated with the PFFW shall be in the following categories:

(1) Interest – Free Loans and/or Grants. Interest free loans and/or Grants for assistance to locals shall be provided as follows:

(a) Interest Free Loans. Loans are established to aid and assist locals who have experienced problems that could not have been anticipated. A loan request can be initiated for a situation/s wherein all reasonable efforts have been exhausted to solve a serious problem/s and an impasse has been reached. Whether a particular dispute does or does not qualify for an interest free loan will be decided on a case by case basis, depending on all circumstances.

Locals must show that they have a tendency to make substantial efforts to take care of their own problems and have the foresight to establish a dues structure that will take care of usual and expected expenditures.

The State Executive Board will review applications for interest free loans and recommend the amount of a loan, if any, to be granted to a local, subject to the majority vote of the State Executive Board.

Prior to requesting an interest free loan from the PFFW, a local shall bring such request indicating the amount of the loan and the reasons for the loan before the State Executive Board at the next scheduled meeting, except as outlined in Section 3 (a).

Once an interest free loan has been approved, the State Executive Board must approve legal counsel to be used by said local.

(b) Grants. When a local experiences problems and /or a dispute and initiates a request for an interest free loan, the State Executive Board, by a 2/3 vote, can determine if the dispute or outcome of the matter would result in a legal precedent that would affect all other locals or the PFFW and can then deny the interest free loan while awarding the local a grant.

Once a grant has been issued, the PFFW must approve legal counsel to be used by said local.

A local shall be notified when a request for a interest free loan initiated by them has the 2/3 State Executive Board vote to be considered an issue for a grant. A local who feels the need to use legal counsel other than the PFFW's may turn down a grant issued by the State Executive Board.

All locals issued a grant, shall reimburse the PFFW ¼ of the grant total or $2000.00, whichever is greater.

(c) Aid/Grant Account. Effective June 1st, 2002 10% of the annual non-per capita show revenue be designated to the Aid/Grant Account. The PFFW Executive Board may withdraw funds from the Aid/Grant Account for issues that are deemed critical or of emergency nature pursuant to the current Aid/Grant policy. A full report shall be made to the delegates at the next convention on any withdrawn funds.

Section 2. Procedures for Application for Interest Free Loans/Grants.

(1) Application for interest free loan/grant. Any local requesting an interest free loan/grant will submit the original application to the PFFW State Secretary/Treasurer, and a copy to the State PFFW President, and the Executive Board member representing the local. The State Secretary/Treasurer will supply a proper form that must be completed by the local requesting the loan/grant, along with the guidelines for a loan/grant request, and any other necessary information needed for the local to request a loan/grant. All loan/grant requests received by the State Secretary/Treasurer shall be submitted to the State Executive Board as soon as possible.

(2) Locals responsibility prior to request. No request for a loan/grant shall be submitted to the PFFW, unless the members of the local requesting a loan/grant have taken a vote and the request passed by a majority of all members present.

(3) Information required by the PFFW for an interest free loan/grant.

a. A request on the proper form completely filled out.
b. A request in letter-form citing the amount and reasons for loan/grant.
c. If a bill/s is unpaid, a copy of the original bill as submitted by the person or persons for services rendered. If bill is paid, a copy of the canceled check must be submitted.
d. A statement of monthly due's structure of the local and whether assessments were sought or increases provided for the anticipated expenditure.
e. A financial statement of total assets of the local.
f. All forms must have the local's seal on it.

(4) Local's responsibility initiating loan/grant request. After the loan/grant request has been made, the local president or their designee and ALL union member/s or designee/s involved in a dispute that initiated the loan/grant request shall appear before the Executive Board to explain such request and answer any relevant questions.

(5) Loans/grants, approval of membership, acceptance form, signed by Officers. Approved loans/grants by the PFFW State Executive Board will have their repayment schedule set at the time of approval. The amount of the loan/grant and the repayment schedule will be presented to the local membership at a regular or special meeting and approved by a majority of those present and voting. Following approval of the membership, the President and Secretary must sign the "Acceptance of Loan form/s" before funds are disbursed.

(6) Notification of action. The PFFW State President shall notify the local who files an application for a loan/grant of the action taken by the Executive Board and their reasons thereof, via State Executive Board minutes, letter, or phone.

(7) Repayment Schedule. All interest free loans shall have a repayment schedule of five years provided; however, the repayment schedule may be extended by unanimous approval of the State Executive Board.

(8) Loan default. Any Local who enters into a loan agreement/contract thru the PFFW Aid/Grant program shall be considered in default of their loan if they fall 90 days behind in their re-payment schedule. After 90 days the Local shall be assessed interest at prime rate plus 3% for the entire loan amount from the original loan contract date. Upon default, the PFFW shall exercise all legal remedies available to it, including but not limited to recovery of its costs and attorneys' fees reasonable and necessary to collect the debt and garnishment of the Local's dues and "fair share" payments from the employer. Any Local determined to be in arrears for 90 days or more at the time of the PFFW convention will not be in good standing and its delegates will not be seated at the convention.

(9) Loans recaptured or loan balance and successor organizations. A local with an outstanding loan that forfeits their charter must repay their loan to re-affiliate with the PFFW. If a local secures a loan from the PFFW and subsequently enters into a merger with another local or other organization, either voluntarily or involuntarily, the balance of the loan due shall be the responsibility of the successor organization.

Section 3. Authorization of PFFW State President and waiver.

(a) The PFFW State President is authorized to approve a request for a loan, to a local in an emergency situation arising between meetings of the Executive Board, subject to a $5000.00 limit. It is the established policy of the State Executive Board that when a local receives such an emergency loan, that they must make every effort to comply

with all procedures outlined in the Constitution and Bylaws, by the next time the State Executive Board convenes.

(b) The Professional Fire Fighters of Wisconsin Inc., State Executive Board, under emergencies and/or circumstances beyond its control, are hereby authorized to waive the provisions contained herein when deemed appropriate and/or necessary.

(c) Nothing contained within the interest free loan/grant procedure is intended to impair or interfere with the autonomy of the locals that retain full and final decision making authority concerning litigation affecting such locals.

ARTICLE XIII
MISCONDUCT, TRIALS AND APPEALS

Section 1. In Accordance with IAFF Constitution and By-Laws. Any charges of misconduct against officers and members of the PFFW shall be in accordance with Articles XV, XVI and XVII of the IAFF Constitution and By-Laws. Appeals may be made in accordance with Article XVIII of the IAFF Constitution and By-Laws.