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Harold A. Schaitberger, General President

Vincent J. Bollon, General Secretary-Treasurer



# EMERGENCY DISPUTES FUND

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International Association of Fire Fighters, AFL-CIO, CLC

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**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
EMERGENCY DISPUTES FUND (EDF) POLICY  
[REVISED 12-15-06]**

**I. Purpose and Scope of the EDF**

The purpose of the Emergency Disputes Fund (EDF) is to “financially assist in the resolution of emergency disputes in which affiliates of this association may become involved.” Loans and grants from the EDF shall be considered proper “only when requests for such financial assistance are made in conjunction with job actions, disciplinary actions against union officers for union related activities, employer’s refusal to implement an arbitration award, or such other occurrences as may be considered bona fide emergencies by the Executive Board of the IAFF.” (IAFF Constitution and By-Laws Article VIII, Section 10)

**II. Criteria for Grants and Loans**

**A. Grants**

A unanimous vote of the Executive Board is necessary for the approval of any request for a grant.

The only matters eligible for an EDF grant are those involving lawful job actions, an employer’s refusal to implement an arbitration award, approved Guardian cases, and other “bona fide emergencies.” For purposes of eligibility for a grant, a “bona fide emergency” is a serious situation that could not have been anticipated by the affiliate, for which an adverse outcome would result in significant loss of jobs and/or companies and stations.

Any affiliate seeking a grant for matters involving disciplinary action against a union leader for union-related activities must seek assistance for the case through the Legal Guardian Policy. Only if the case is approved for assistance under the Guardian Policy will an EDF grant for the case be considered appropriate under the EDF Policy.

**B. Loans**

Besides those matters qualifying for grants (see above), an affiliate is eligible for an EDF loan for “bona fide emergencies” which, for purposes of eligibility for a loan, is defined as situations where the affiliate has been forced to pursue resolution of a contract negotiation impasse, an unfair labor practice, or a grievance involving the application or interpretation of a contract or a civil service (or comparable) provision (except those involving routine or ordinary disciplinary action – see below), before a third party adjudicator (for example, a labor or civil service board, an arbitrator, or a court).

In no case shall EDF assistance, in the form of either a grant or a loan, be provided to fund labor relations matters that are routinely encountered by unions, including contract negotiations prior to impasse, and grievances or arbitrations on disciplinary matters not involving union-related retaliation. Nor shall affiliates be eligible for EDF assistance (grants or loans) to

support their general operations or for political purposes, such as support of political referenda or ballot initiatives, except those referenda or initiatives that, if enacted, would result in significant loss of jobs and/or companies and stations.

A majority vote of the Executive Board is necessary for the approval of any request for a loan, except for requests for loans involving a “bona fide emergency,” which requires seventy-five percent (75%) approval for a loan.

C. Restrictions on EDF Funds

No EDF funds will be used for any purpose other than loans or grants to affiliates, or for direct assistance to affiliates in the form of legal assistance in special cases. EDF loans cannot be converted to grants at a later date.

**III. Other Limitations on EDF Assistance**

A. Required Co-Payment

Upon satisfying the other conditions set forth in this policy, an affiliate will be eligible for EDF assistance (grants or loans) for any non-Guardian Policy matter for up to eighty percent (80%) of its demonstrated need, as established by invoices or receipts submitted as part of its application.

B. Cap on EDF Loans

Upon satisfying the other conditions set forth in this policy, an affiliate shall be eligible to receive up to \$50,000 in EDF loans for any single matter, absent a showing of extraordinary circumstances and unanimous approval of the Executive Board.

C. Minimum Dues Structure

Absent a showing of extraordinary circumstances, to qualify for an EDF grant or loan, an affiliate must demonstrate that it has established monthly dues in an amount equivalent to at least one percent (1%) of entry-level wages for a full-time, paid fire fighter or comparable classification in the affiliate’s membership, or, in the case of loans, present proof of other means sufficient to repay the loan.

D. Maximum Number of EDF Applications Per Affiliate

An affiliate is entitled to receive EDF assistance (grant or loan) for no more than two (2) separate matters within a five (5) year period, absent a showing of extraordinary circumstances and unanimous approval of the Executive Board. An affiliate’s receipt of an emergency EDF loan shall not be counted for purposes of enforcing this provision.

E. Recovery of Attorney's Fees and Court Costs and Return of EDF Grants

As a condition of receiving an EDF grant for any matter involving the use of legal counsel, an affiliate and its legal counsel must understand and agree to the following terms and conditions:

- 1) The affiliate's expenditure of any grant from the EDF is subject to continuous review and oversight of the IAFF Executive Board, which has sole discretion to award both initial and subsequent funding for a matter. The Executive Board's oversight authority may be guided by the IAFF General Counsel.
- 2) The affiliate and its counsel shall agree to pursue, to the fullest extent possible, the recovery of any attorney's fees and costs incurred in the case. Failure to abide by this requirement could adversely affect the Executive Board's decision regarding funding of the matter and applications for future EDF assistance from the affiliate.
- 3) A stipulation shall be included at all times, stating that if an affiliate recovers attorney's and/or court costs, any Emergency Dispute Funds granted to cover those costs will be returned to the EDF. Affiliates receiving EDF grants shall notify the General Secretary-Treasurer's office and the General Counsel's office regarding the resolution or outcome of the matter, including whether attorneys' fees and costs were recovered.

IV. "Line of Credit" (LOC) Grants and Loans

Under limited circumstances, an affiliate may be awarded a "Line of Credit" (LOC) loan or grant from the EDF. The Executive Board may award an LOC where it is satisfied that the affiliate has provided an accurate and reasonable estimate of expenses that it will incur related to a particular matter, and has demonstrated that EDF assistance in this form is necessary for the affiliate to pursue the course of action contemplated in the application.

An affiliate that has been awarded an LOC is entitled to receive EDF assistance up to the full amount awarded, upon submission to the Legal Department of receipts or invoices reflecting obligations incurred by the affiliate related to the matter for which the LOC was awarded. Reimbursement up to the LOC limit shall not require additional Executive Board review or approval.

An affiliate is only entitled to an LOC award upon adoption by the Executive Board of a motion explicitly awarding assistance in the form of an LOC. Unless explicitly stated otherwise in the motion, disbursements from an LOC may only be made to an affiliate to reimburse expenses related to the matter for which the EDF assistance was sought. As part of an LOC motion, the Executive Board may also set forth restrictions upon the type of expenses for which the LOC may be applied.

LOC awards are subject to all of the terms and conditions set forth in this Policy. Disbursements shall be made from an LOC in the amount of eighty percent (80%) of submitted

invoices or receipts, with the cumulative amount of such disbursements not to exceed the LOC limit.

**V. Procedure for Obtaining EDF Assistance**

A. Notification to District Vice President/State and Provincial Associations

Any affiliate involved in a matter which might result in the acquisition of EDF should notify the District Vice President in writing as soon as possible. The IAFF is to notify the respective state or provincial association of an affiliate's application for EDF and the subject matter.

B. Second Legal Opinion Requirement

Where an affiliate is considering initiating a court action that may eventually lead to a request for financial assistance from the EDF, it must notify its District Vice President to request a second legal opinion on the matter from the IAFF General Counsel's office. The cost of this legal opinion will be paid by the International from the EDF. As part of the materials submitted in this request, the affiliate must include: (1) the written legal arrangement of how the litigation would be handled and paid for; and (2) the relevant facts and documents needed to render a proper second legal opinion. An affiliate that fails to obtain a second legal opinion from the IAFF General Counsel's office prior to commencing a court action will not be considered eligible for EDF assistance regarding that matter. For purposes of this requirement, a "court action" includes any action by the affiliate to pursue a pending case to the next level of appeal.

If the legal advice from the IAFF General Counsel's office is that the proposed court action lacks merit, but the affiliate nevertheless chooses to pursue the litigation, it will not be considered eligible for EDF assistance (unless the affiliate prevails in the court action). Nothing contained in this policy is intended to impair or interfere with the autonomy of the local affiliates that retain full and final decision-making authority concerning litigation affecting such affiliates. Based upon a clear showing of extraordinary circumstances in a particular case, the Executive Board may approve an exception to this policy only by unanimous vote of the Board.

C. Application Form

The General Secretary-Treasurer will supply an application form that must be completed by an affiliate requesting financial aid, along with a guideline letter. Such application will require the affiliate to provide information pertaining to the affiliate's dues structure and other information deemed pertinent by the Executive Board.

D. Consideration by the Executive Board

Any affiliate requesting EDF assistance will submit its application to its District Vice President, and not to the chairman of the EDF Committee. The District Vice President may then sign the application and submit it to the International. No EDF application will be considered by the Board unless it is submitted to the IAFF General Secretary-Treasurer, in completed form, at

least thirty (30) days prior to the beginning of the Executive Board meeting; provided, however, that the Board may waive the thirty day requirement in cases of emergency by unanimous vote. Applications not received prior to the thirty day deadline will be considered at the next scheduled Executive Board meeting. For purposes of this section, “emergency” means a situation that could not possibly have been anticipated to arise by the affiliate prior to the thirty day deadline.

Representatives of affiliates applying for EDF assistance are not permitted to appear before the Executive Board. Representation will be through the District Vice President. The EDF Committee will review the application and report its recommendation to the full Executive Board. The EDF Committee will include in the opening remarks of its recommendations on requests its opinion whether or not the request is covered under the specific provisions of the EDF Policy.

E. Notification of Action and Approval by the Membership of Loans

The General Secretary-Treasurer’s office will notify all affiliates who file a completed application for EDF assistance of the action taken and the reasons thereof, provided that this does not prohibit the District Vice President from notifying such affiliates. When loans are approved by the Executive Board, the repayment schedule will ordinarily be five (5) years, unless extended by unanimous approval of the Executive Board. The amount of the loan and the repayment schedule will be presented to the affiliate membership at a regular or special meeting and approved by a majority of those present and voting. Following approval of the membership, the affiliate’s president and secretary must sign the “Acceptance of Loan Form” prior to funds being disbursed.

**VI. \$5,000 Emergency Loans**

The General President is authorized, with the approval of the EDF Committee, to commit the use of the Emergency Disputes Fund to affiliates in emergency situations arising between meetings of the Executive Board, subject to a limit of a \$5,000 loan. Requests for emergency loans must be made through an affiliate’s District Vice President. It is the established policy of the Executive Board that when an affiliate receives such emergency assistance, they must fully comply with all established procedures for receiving financial assistance from the Emergency Disputes Fund.

**VII. Loan Repayment and Continued Liability for EDF Loan Repayment**

A. Loan Repayment

EDF loans will be granted on an interest-free basis with a maximum five (5) year repayment schedule, unless the schedule is extended by unanimous vote of the Executive Board. Regular payments of EDF loans will be paid in order to be seated at the IAFF Convention, using the same policy that applies to per capita payments.

B. Charter Forfeiture

Any affiliate with an outstanding loan balance that forfeits its charter must repay its loan in order to reaffiliate with the IAFF.

C. Mergers and Successor Organizations

If an affiliate with an outstanding loan balance merges with another affiliate, either voluntarily or involuntarily, the successor organization shall assume responsibility for repayment of the balance of the loan.

**VIII. Other Provisions**

A. State/Provincial Association Funds

The IAFF Executive Board advises and strongly urges each Local, State or Provincial Association to set up an Emergency Disputes Fund in addition to the International Fund, and make efforts to amass sufficient money that can be relied on to take care of those emergencies that so often arise.

B. Available Funds

When available funds are listed in any report, the total amount of funds will be listed as U.S. and/or Canadian.



## APPLICATION FORM for FINANCIAL ASSISTANCE FROM THE EMERGENCY DISPUTES FUND (EDF)

Prior to completing this application, please carefully review the EDF Policy, a copy of which has been included with this application. This Policy, which was revised by the IAFF Executive Board in December, 2006, contains provisions that govern your affiliate's eligibility for EDF assistance.

### **I. Affiliate Information**

Affiliate Number \_\_\_\_\_ Date of Application \_\_\_\_\_

Affiliate's Name \_\_\_\_\_

Affiliate's President \_\_\_\_\_

President's E-mail Address \_\_\_\_\_

Affiliate's Mailing Address \_\_\_\_\_

President's Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

**Pursuant to Article III, Section C of the EDF Policy, absent a showing of extraordinary circumstances, an affiliate must demonstrate that it has established dues in an amount equivalent to at least one percent (1%) of the entry-level wage for a full-time, paid fire fighter or comparable classification in the affiliate's membership to qualify for EDF assistance (grants or loans).**

Affiliate's monthly dues: \$ \_\_\_\_\_  
(Monthly amount paid to affiliate by each active member)

Monthly wage of an entry-level full-time, paid fire fighter or comparable classification in your affiliate's membership: \$ \_\_\_\_\_

Our affiliate has established dues in an amount equivalent to at least one percent (1%) of the entry-level wage for a full-time, paid fire fighter or comparable classification in our membership:  
Yes \_\_\_ No \_\_\_

If you answered "No" to the last question, do you believe there are extraordinary circumstances that would justify the IAFF Executive Board to excuse your affiliate from this policy requirement?  
Yes \_\_\_ No \_\_\_

If "yes", please describe these circumstances below (*attach additional page if necessary*):

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**EDF Loan Applications Only:** If your affiliate does not meet the minimum dues requirement, does your local have proof of other means sufficient to repay the loan?

Yes \_\_\_ No \_\_\_

If "yes," please describe these other means and include proof with your application:

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To meet the financial obligations arising from this matter, our membership approved the following assessments and/or conducted the other following fund raising activities (indicate dates, amounts and details):

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Number of employees in department: \_\_\_\_\_ Number of members in your affiliate: \_\_\_\_\_

Date of first charter: \_\_\_\_\_

Per capita last paid on (date) \_\_\_\_\_ for (month) \_\_\_\_\_ on (number) \_\_\_\_\_ members.

Our affiliate last raised dues on (date): \_\_\_\_\_

Our affiliate most recently submitted an audit to the IAFF on (date): \_\_\_\_\_

**For local affiliates only:** Does your state/province have a State/Provincial Association?

Yes \_\_\_ No \_\_\_ If "yes," does your local belong to it? Yes \_\_\_ No \_\_\_

Has financial aid for any matter described in this application been requested/received from your State or Provincial Association?

Yes \_\_\_ No \_\_\_ (If "yes," indicate the dates, amounts, etc.):

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**II. Type and Amount of EDF Assistance Requested**

**Pursuant to Article III, Section D of the EDF Policy, absent extraordinary circumstances and unanimous approval of the Executive Board, an affiliate is entitled to receive EDF assistance (grant or loan) for no more than two (2) separate matters within a five (5) year period.**

*Please limit your application to no more than two (2) separate matters.*

**MATTER #1:**

**Please carefully review Article II of the EDF Policy, which sets forth the criteria the IAFF Executive Board must follow in determining whether an EDF grant or loan would be appropriate for your case. Note that any affiliate seeking a grant for matters involving disciplinary action against a union leader for union-related activities must seek assistance for the matter through the IAFF Legal Guardian Policy. Only if the case is approved for assistance under the Guardian Policy will an EDF grant for the case be considered appropriate under the EDF Policy.**

With respect to **MATTER #1**, our affiliate is requesting (*please check only one*):

an **EDF Grant**

an **EDF Loan**

If requesting an **EDF Grant**, please indicate the type of matter for which you are requesting assistance:

Lawful job action

Employer's refusal to implement an arbitration award

Other bona fide emergency (defined as a serious situation that could not have been anticipated by the affiliate, for which an adverse outcome would result in significant loss of jobs and/or companies and stations)

If requesting an **EDF Loan**, please indicate the type of matter for which you are requesting assistance:

Matter that qualifies for a grant (if checked, please indicate which grant category above)

Situation where affiliate has been forced to pursue resolution of a contract negotiation impasse before a third party adjudicator (e.g., a labor or civil service board, an arbitrator, or a court)

Unfair labor practice

Grievance involving the application or interpretation of a contract or a civil service (or comparable) provision (*except those involving routine or ordinary disciplinary action*) before a third party adjudicator (e.g., a labor or civil service board, an arbitrator, or a court)

**MATTER #1** (cont'd)

**Pursuant to Article III, Section A of the EDF Policy, an affiliate that qualifies for EDF assistance (grants or loans) is eligible to receive up to eighty percent (80%) of its demonstrated need, as established by invoices and/or receipts submitted as part of this application. Pursuant to Article III, Section B of the EDF Policy, absent a showing of extraordinary circumstances and unanimous approval of the IAFF Executive Board, an affiliate may receive no more than \$50,000 in EDF loans for any single matter.**

Total amount (prior to 20% reduction) of EDF assistance requested for **MATTER #1**: \$ \_\_\_\_\_

Was this request approved by your affiliate at a general/special membership meeting? Yes \_\_\_ No \_\_\_

Include with this application pertinent invoices and/or receipts supporting the amount requested. No EDF funds will be appropriated to any affiliate in an amount beyond what is supported by invoices or receipts submitted by the affiliate. **Please clearly label as “MATTER #1” any and all billing entries on receipts/ invoices related to MATTER #1.**

If your affiliate prevails in **MATTER #1**, would it be legally entitled to recover attorney’s fees and/or costs from the opposing party or parties? Yes \_\_\_ No \_\_\_

**Second Legal Opinion: Pursuant to IAFF Convention Policy, as reflected in Article IV, Section B of the EDF Policy, any affiliate considering initiating a court action that may eventually lead to an EDF request must notify its District Vice President to request a second legal opinion on the matter from the IAFF General Counsel’s office. An affiliate that fails to obtain a second legal opinion from the General Counsel’s office prior to commencing the court action will not be considered eligible for EDF assistance regarding that matter.**

Does **MATTER #1** involve a court action initiated by your local? Yes \_\_\_ No \_\_\_

If “yes,” have you notified your District Vice President to request a second legal opinion from the IAFF General Counsel’s office? Yes \_\_\_ No \_\_\_

In the space provided below, please summarize MATTER #1 and set forth all grounds upon which you believe your affiliate is entitled to assistance pursuant to the terms of the EDF Policy. Your application **MUST** include such an explanation, which will constitute your affiliate’s explanation to the Executive Board as to how the matter fits within the EDF category you checked off on the previous page. Simply stating “SEE ATTACHED” is not sufficient, unless one of your attachments includes such a summary and explanation. Attach to this application those documents that support your request. [If EDF assistance for more than one matter is being requested in this application, label as “**MATTER #1**” all documents related to **MATTER #1**.] *(If additional space is necessary, please use a continuation sheet.)*

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**MATTER #2** (Complete only if your affiliate is seeking EDF assistance in this application for a second matter that is separate from **MATTER #1**. If not, proceed to Section III.):

Please carefully review Article II of the EDF Policy, which sets forth the criteria the IAFF Executive Board must follow in determining whether an EDF grant or loan would be appropriate for your case. Note that any affiliate seeking a grant for matters involving disciplinary action against a union leader for union-related activities must seek assistance for the matter through the IAFF Legal Guardian Policy. Only if the case is approved for assistance under the Guardian Policy will an EDF grant for the case be considered appropriate under the EDF Policy.

With respect to **MATTER #2**, our affiliate is requesting (*please check only one*):

an **EDF Grant**

an **EDF Loan**

If requesting an **EDF Grant**, please indicate the type of matter for which you are requesting assistance:

Lawful job action

Employer's refusal to implement an arbitration award

Other bona fide emergency (defined as a serious situation that could not have been anticipated by the affiliate, for which an adverse outcome would result in significant loss of jobs and/or companies and stations)

If requesting an **EDF Loan**, please indicate the type of matter for which you are requesting assistance:

Matter that qualifies for a grant (if checked, please indicate which grant category above)

Situation where affiliate has been forced to pursue resolution of a contract negotiation impasse before a third party adjudicator (e.g., a labor or civil service board, an arbitrator, or a court)

Unfair labor practice

Grievance involving the application or interpretation of a contract or a civil service (or comparable) provision (*except those involving routine or ordinary disciplinary action*) before a third party adjudicator (e.g., a labor or civil service board, an arbitrator, or a court)

**MATTER #2** (cont'd)

**Pursuant to Article III, Section A of the EDF Policy, an affiliate that qualifies for EDF assistance (grants or loans) is eligible to receive up to eighty percent (80%) of its demonstrated need, as established by invoices and/or receipts submitted as part of this application. Pursuant to Article III, Section B of the EDF Policy, absent a showing of extraordinary circumstances and unanimous approval of the IAFF Executive Board, an affiliate may receive no more than \$50,000 in EDF loans for any single matter.**

Total amount (prior to 20% reduction) of EDF assistance requested for **MATTER #2**: \$ \_\_\_\_\_

Was this request approved by your affiliate at a general/special membership meeting? Yes \_\_\_ No \_\_\_

Include with this application pertinent invoices and/or receipts supporting the amount requested. No EDF funds will be appropriated to any affiliate in an amount beyond what is supported by invoices or receipts submitted by the affiliate. **Please clearly label as “MATTER #2” any and all billing entries on receipts/ invoices related to MATTER #2.**

If your affiliate prevails in **MATTER #2**, would it be legally entitled to recover attorney’s fees and/or costs from the opposing party or parties? Yes \_\_\_ No \_\_\_

**Second Legal Opinion: Pursuant to IAFF Convention Policy, as reflected in Article IV, Section B of the EDF Policy, any affiliate considering initiating a court action that may eventually lead to an EDF request must notify its District Vice President to request a second legal opinion on the matter from the IAFF General Counsel’s office. An affiliate that fails to obtain a second legal opinion from the General Counsel’s office prior to commencing the court action will not be considered eligible for EDF assistance regarding that matter.**

Does **MATTER #2** involve a court action initiated by your local? Yes \_\_\_ No \_\_\_

If “yes,” have you notified your District Vice President to request a second legal opinion from the IAFF General Counsel’s office? Yes \_\_\_ No \_\_\_

In the space provided below, please summarize MATTER #2 and set forth all grounds upon which you believe your affiliate is entitled to assistance pursuant to the terms of the EDF Policy. Your application **MUST** include such an explanation, which will constitute your affiliate’s explanation to the Executive Board as to how the matter fits within the EDF category you checked off on the previous page. Simply stating “SEE ATTACHED” is not sufficient, unless one of your attachments includes such a summary and explanation. Attach to this application those documents that support your request. [If EDF assistance for more than one matter is being requested in this application, label as “**MATTER #2**” all documents related to **MATTER #2**.] *(If additional space is necessary, please use a continuation sheet.)*

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**III. Prior EDF Assistance**

**Pursuant to Article III, Section D of the EDF Policy, absent a showing of extraordinary circumstances and unanimous approval of the Executive Board, an affiliate is entitled to receive EDF assistance (grant or loan) for no more than two (2) separate matters within a five (5) year period. An affiliate's receipt of an emergency loan is not counted for purposes of enforcing this provision.**

If EDF assistance has been previously requested or received for a matter separate from any matter that is the subject of this application, please indicate the dates and amounts of such assistance.

Date: \_\_\_\_\_ Type (Grant or Loan): \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Date: \_\_\_\_\_ Type (Grant or Loan): \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Date: \_\_\_\_\_ Type (Grant or Loan): \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Date: \_\_\_\_\_ Type (Grant or Loan): \_\_\_\_\_ Amount: \$ \_\_\_\_\_

If your affiliate has obtained EDF assistance for two (2) or more matters separate from any matter related to this application within the five (5) years preceding this application, please indicate any extraordinary circumstances that you believe would justify the Executive Board waiving this policy limitation for your affiliate:

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**IV. Line of Credit**

Pursuant to Article IV of the EDF Policy, an affiliate may, under limited circumstances, qualify for a Line of Credit Loan or Grant. The Executive Board may award this type of assistance where it is satisfied that the affiliate has provided an accurate and reasonable estimate of expenses related to a particular matter that it will incur in the future, and that assistance in this form is necessary for the affiliate to pursue the course of action contemplated in the application. Line of Credit awards are subject to all of the terms and conditions set forth in the EDF Policy, including the \$50,000 limit on EDF loans. Disbursements shall only be made from a Line of Credit in the amount of eighty percent (80%) of submitted invoices or receipts, with the cumulative amount of such disbursements not to exceed the Line of Credit limit.

Our affiliate seeks a Line of Credit for **MATTER #1** in the following amount:

Line of Credit Grant: \$ \_\_\_\_\_

Line of Credit Loan: \$ \_\_\_\_\_

The amount requested is based upon the following estimate of expenses related to this matter that our affiliate will incur in the future (include all types of expenses that are encompassed by this request, as well as all proof – including attorneys’ estimates – supporting the amount requested):

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Our affiliate seeks a Line of Credit for **MATTER #2** in the following amount:

Line of Credit Grant: \$ \_\_\_\_\_

Line of Credit Loan: \$ \_\_\_\_\_

The amount requested is based upon the following estimate of expenses related to this matter that our affiliate will incur in the future (include all types of expenses that are encompassed by this request, as well as all proof – including attorneys’ estimates – supporting the amount requested):

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**V. Recovery of Attorney’s Fees and Costs for EDF Grants**

**Article III, Section E of the EDF Policy governs the recovery of attorney’s fees and court costs in matters funded through EDF grants. If your affiliate is seeking an EDF grant for any matter described in this application, the affiliate’s president must initial the following to indicate your affiliate’s consent to these provisions:**

- A. Our affiliate agrees that, if we are awarded an EDF grant, our expenditure of any grant is subject to the continuous review and oversight of the IAFF Executive Board, which has sole discretion to award both initial and subsequent funding for the matter, and that the Executive Board’s oversight authority may be guided by the IAFF General Counsel.

Initial: \_\_\_\_\_

- B. Our affiliate agrees that, if we are awarded an EDF grant, we and any legal counsel we retain to pursue the matter for which assistance is awarded will pursue, to the fullest extent possible, the recovery of any attorney’s fees and costs incurred in the case, and that failure to abide by this requirement could adversely affect the Executive Board’s decision regarding funding of this matter and our applications for future EDF assistance.

Initial: \_\_\_\_\_

C. Our affiliate agrees that, if we are awarded an EDF grant, and we recover attorney's fees and/or court costs in the matter, we will promptly return any EDF grants covering those fees or costs to the EDF, and we will notify the IAFF General Secretary-Treasurer's office regarding the resolution or outcome of the matter, including whether attorneys' fees and/or costs were recovered.

Initial: \_\_\_\_\_

**VI. Procedural Matters**

Has your affiliate informed its IAFF District Vice President of all details and circumstances relating to this request? Yes \_\_\_ No \_\_\_

**Please note that, pursuant to Article IV, Section D of the EDF Policy, EDF applications must be submitted to the IAFF General Secretary-Treasurer, in completed form, at least thirty (30) days prior to the beginning of the IAFF Executive Board meeting. For an application to be considered in "completed form," it must include a completed Application Form, a completed Local Union Auditors' Report, and pertinent bills and invoices supporting the application.**

Applications received after the thirty day deadline will not be heard until the following Executive Board meeting, unless the Executive Board waives this requirement because of "emergency" circumstances. For purposes of this deadline, "emergency" means a situation that could not possibly have been anticipated by the affiliate to arise prior to the thirty day deadline.

If this is a "late application," please set forth any circumstances that would justify the Executive Board to consider this application under the standard set forth above:

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**VII. Signatures**

We have read and are familiar with the Emergency Disputes Fund Policy, and certify that the information contained in our application is accurate. We believe that our affiliate meets the policy requirements for the assistance requested, and, if awarded assistance under the EDF Policy, our affiliate agrees to abide by the Policy's terms and conditions.

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President (Signature)

President (Print)

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Secretary (Signature)

Secretary (Print)

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Treasurer (Signature)

Treasurer (Print)

**VIII. District Vice President's Approval**

This application should be **forwarded through your affiliate's IAFF District Vice President to the IAFF General Secretary-Treasurer, so that it is received by the General Secretary-Treasurer's office at least thirty (30) days prior to** the next Executive Board meeting. Additional pages may be attached if necessary.

**Forwarded** by District Vice President \_\_\_\_\_ Date: \_\_\_\_\_

For **MATTER #1**: Does the IAFF District Vice President recommend a **Loan** or a **Grant**? (Circle one)

For **MATTER #2**: Does the IAFF District Vice President recommend a **Loan** or a **Grant**? (Circle one)  
[If applicable]

Local No. \_\_\_\_\_

City & State \_\_\_\_\_

Date \_\_\_\_\_

**IAFF LOCAL UNION AUDITORS' REPORT**  
**GENERAL INSTRUCTIONS**

This yearly report should be prepared and certified by the local union trustees. The original shall be mailed to the IAFF General Secretary-Treasurer, 1750 New York Avenue, NW, Washington, DC 20006, within 180 days after the close of the local's fiscal year. A copy shall be retained in the files of the local union in accordance with the International Constitution.

The following questions should be answered by the trustees

	YES	NO
1. Are all cash receipts recorded and currently deposited?	_____	_____
2. Are all disbursements paid by check?	_____	_____
3. Do checks require the signature of at least two officers?	_____	_____
4. Were all expenditures approved and supported by invoices or other supporting documents?	_____	_____
5. Was there evidence of any check being signed in blank or in advance by any officer or officers?	_____	_____
6. Were any checks made payable to cash?	_____	_____
7. Are adequate minutes of membership and executive meetings maintained?	_____	_____
8. Was the trustees' annual audit report for the prior year submitted to membership?	_____	_____
9. Are required federal and state payroll tax returns currently filed with the respective agencies?	_____	_____
10. Does the U.S. local union file "Return of Organization Exempt From Income Tax" (Form 990) with the IRS? (required if receipts are over \$25,000)	_____	_____

Report for the Period from \_\_\_\_\_ to \_\_\_\_\_

Number of members last audit \_\_\_\_\_ Date \_\_\_\_\_

Number of members this audit \_\_\_\_\_ Date \_\_\_\_\_

AUDITING COMMITTEE (signatures)

\_\_\_\_\_ Chair

\_\_\_\_\_

\_\_\_\_\_

Local No. \_\_\_\_\_

Date \_\_\_\_\_

**REVENUE**

- 1. Initiation fees \_\_\_\_\_
- 2. Per capita received \_\_\_\_\_
- 3. Interest \_\_\_\_\_
- 4. Special event receipts \_\_\_\_\_
- 5. Less costs of special event \_\_\_\_\_
- 6. Net special event revenue (line 4 less line 5) \_\_\_\_\_
- 7. Other revenue (list)• \_\_\_\_\_
  
- 8. **Total receipts (add lines 1 - 7)** \_\_\_\_\_

**EXPENSES**

- 9. Salaries, compensation, and benefits \_\_\_\_\_
- 10. Travel costs \_\_\_\_\_
- 11. Occupancy, rent, utilities, and maintenance \_\_\_\_\_
- 12. Office expenses and supplies \_\_\_\_\_
- 13. Professional fees \_\_\_\_\_
- 14. Printing, publications, postage, and shipping \_\_\_\_\_
- 15. Per Capita Tax and fees \_\_\_\_\_
- 16. Other expenses (list)• \_\_\_\_\_
  
- 17. **Total expenses (add lines 9 -16)** \_\_\_\_\_
  
- 18. Excess or (deficit) for the year (line 8 less line 17) \_\_\_\_\_
- 19. Net assets (fund balances) at start of year (from line 27A) \_\_\_\_\_
- 20. Other changes in fund balance (please explain) \_\_\_\_\_
- 21. Net assets (fund balances) at end of year (add lines 18-20) \_\_\_\_\_

**ASSETS AND LIABILITIES**

	(A) Year Begin	(B)Year End
22. Cash, savings, and investments	_____	_____
23. Land and buildings	_____	_____
24. Other assets (describe)	_____	_____
25. Total assets (add lines 22-24)	_____	_____
26. Total liabilities (list) • _____	_____	_____
27. Net assets (fund bal.) (line 25 minus 26)	_____	_____

NOTE: Line 27B must agree with Line 21.

• Attach additional sheets, if necessary.