

PROFESSIONAL FIRE FIGHTERS OF MAINE Organizing and Field Service Program

Title: Organizing and Field Services Policy

Committee: Organizing and Field Services

Effective Date: July 1, 2012

Purpose: The purpose of this policy is to enhance the existing Full Service Program by establishing an Organizing & Field Services Program that is designed to provide PFFM affiliates with quality labor/employee-management representation, education for local union officers, advancing legislation that enhances public/federal sector union/employee rights/benefits, improves and/or protects the health/safety of PFFM members, defends against any administrative/legislative attempts to weaken and/or abolish public/federal sector labor/employee rights, benefits and/or the health & safety of our members and provides financial assistance to PFFM Affiliates to help defray the cost of fulfilling their representational responsibilities through grants or an interest free loan.

Background: Since June 1989 the PFFM has been providing labor-management representation and/or services to PFFM affiliates that participate in and paid for services under the PFFM's Full Service Program. These services included, but were not limited to organizing new IAFF/PFFM affiliates, assisting new locals in obtaining the exclusive recognition, contract negotiations, grievance/arbitration preparation/presentation, preparing and processing ULP charges, representing employees exposed to disciplinary actions, provided training for local union leaders and legal assistance as necessary.

These services have been historically provided by the PFFM's Staff Representative. Since 1989, the PFFM amended the Full Service Program in 1994, 1996 and 2001. The Full Service Program and its related services and fees have not been reviewed and/or revised since October 2001. Since 2007 the PFFM's President and District Vice-Presidents have taken on a more active role in servicing PFFM affiliates under the Full Service Program.

Scope: The Organizing & Field Services Program is available to "all" IAFF affiliates that belong to the PFFM. The current twenty-one [21] PFFM/IAFF Affiliates participating in the existing Full Service Program agree to create and maintain the new Organizing & Field Services Program based on the terms/conditions of this policy. The current five [5] PFFM/IAFF Affiliates that are not participating in the Full Service Program will be grandfathered from the new program, unless they express an interest in participating in the program. All new PFFM affiliates will be required to participate in the Organizing/Field Services Program as outlined in this policy.¹

¹ Disaffiliation from the IAFF and then obtaining service through the medium of any state association is in violation of the IAFF's Constitution and By-Laws because all locals who belong to a state association must be members of the IAFF.

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Policy:

1. Types of Service:

a. Organizing New IAFF/PFFM Affiliates

Meeting[s] with potential IAFF/PFFM Members
Provide information about the IAFF and PFFM
Assist with completing/submitted IAFF/PFFM Charter Applications
Provide “sample” language for local’s constitution & by-laws
Assist local in establishing dues structure pursuant to IAFF by-laws

b. Newly Organized IAFF/PFFM Affiliates

Assist Local Officers in setting up IAFF/PFFM Local Union
Assist Local in drafting their Constitution & By-Laws
Assist Local in understanding full benefits of IAFF/PFFM Affiliation
Assist Local in obtaining their Exclusive Recognition
Assist Local in drafting proposals for collective bargaining
Assist Local in negotiating their 1st Collective Bargaining Agreement²

² Once affiliated with the IAFF and PFFM, the PFFM will take the necessary action[s] to file a petition for the new affiliate for their exclusive recognition with the State’s Labor Board. Once recognition is granted, the PFFM will make every reasonable effort to assist the new affiliate in negotiating its 1st collective bargaining agreement [CBA]. This assistance includes technical support as well as on-site support by the District Vice-President, the PFFM Staff Representative or other representative[s] appointed by the PFFM’s President. The PFFM’s President may approve financial assistance for arbitration, fact-finding, or similar activity/representation associated with obtaining the affiliates 1st CBA based on his/her review of the affiliates case file, existing labor law/precedence and consultation with the appropriate District Vice-President and the PFFM’s Staff Representative and/or Legal Counsel. The maximum amount authorized by policy for such support will not exceed \$3,500.00 unless approved by the Executive Board.

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c. Existing PFFM Affiliates³

Assist in drafting proposals a successor CBA
Assist in negotiating a successor CBA⁴
Assist in preparing for and presenting outstanding CBA issues to Mediation⁵
Assist in preparing for and presenting outstanding issues to Fact Finding⁶
Assist with preparing/presenting grievances
Assist in preparing/presenting grievances to Mediation/Arbitration⁷
Assist in preparing/presenting ULP's to Labor Board⁸

d. Other Services Available to Affiliates⁹

Access to database of sample language for CBA related subjects
Access to educational programs relating to local union administration
Access to educational programs relating to labor-management related subjects
Assist/advise affiliates in filing Workers Compensation Claim
Assist/Advise affiliates with calculating and/or filing for retirement benefits
Assist/Advise affiliates in obtaining Emergency Dispute Funds from the IAFF
Assist/Advise affiliates in obtaining Legal Guardian Protection from the IAFF
Assist/Advise affiliates in obtaining Custom Technical Assistance from the IAFF
Assist/Advise affiliates in obtaining Frontline Legal Protection from the IAFF
Assist/Advise affiliates in filing FIREACT & SAFER Grant Applications
Assist/Advise affiliates in obtaining 2nd legal opinions on labor/management cases
Assist/Advise affiliates in filing an Amicus Brief on pending court cases

³ The PFFM will provide National and Local representation to any IAFF Federal Local affiliated with the PFFM. This service will include, but is not limited to the same services outlined above for existing affiliates. The PFFM will retain expertise in federal sector labor law to ensure the PFFM can assist our federal members.

⁴ Existing PFFM Affiliates organizing new jurisdictions into separate bargaining units shall be afforded 1st contract services pursuant to this policy not to exceed \$3,500.00 unless otherwise approved by the Executive Board.

⁵ Any affiliate obtaining labor-management and/or legal representation on any matter without the prior written approval of the PFFM's President shall be liable for any and all costs associated with that matter and/or actions of the local unless otherwise approved by the Executive Board.

⁶ Same as No. 5 Above

⁷ Same as No. 5 Above

⁸ Same as No. 5 Above

⁹ Criminal Complaints, Civil suits and/or other matters not specifically identified in this policy are "not" represented by the PFFM Representative's and are "not" covered by this policy.

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Other Services Available to Affiliates ~ Continued

The PFFM will provide political and legislative representation at the National and State Levels by advancing legislation to improve union/employee rights, health/safety and other employee benefit issues. The PFFM will also oppose any legislation that adversely affects existing union/employee rights, fire fighters health/safety and other employee benefits currently enjoyed by PFFM Affiliates and members.

- e. **Impasse Situations & Job Actions:** The PFFM has no authority either to sanction or to disapprove strikes or other types of job actions. The authority for such decisions, as well as the responsibility, rests entirely in the hands of the local affiliates. The PFFM cannot and will not assume any responsibility, financial or otherwise, concerning such decisions made by affiliates. The PFFM is limited to advising and assisting in peaceful resolution of any dispute through the processes of attempted persuasion, conciliation, mediation, and arbitration with the local affiliate and the city/town officials involved. Accordingly, all PFFM officers, Staff Representative or other agents acting for or on behalf of the PFFM will be governed by such limitations of authority and responsibility.

2. Roles and Responsibilities:

- a. **PFFM President** is responsible for administering the day-to-day operations and/or implementation of the Organizing & Field Services Program. The President shall be the Chief Executive Officer of the program and shall review/approve all requests for assistance/service and approve all assignments for deploying services to affiliates. The President will also be a member of the Organizing & Field Services committee and serve as a Co-Chairman by virtue of his position. In the absence of the President, all transactions and business between the PFFM and the affiliate will be first approved by the senior Vice-president.
- b. **Organizing & Field Services Committee** is charged with reviewing, considering and making recommendations to the Executive Board concerning policies, programs, and services offered, including proposals from the participating PFFM Affiliates, related to organizing and on-site affiliate labor-management services. The committee's jurisdiction includes:
 - i. Review current policies, practices, programs, services and publications pertaining to organizing and field services, including the IAFF's organizing and field service materials, programs and services available and/or provided to IAFF affiliates.

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- ii. Evaluate standard operating procedures for onsite field services, including issues that qualify, method of deployment, expertise of personnel to be deployed, notification of assignments and deployment, PFFM's representative's preparation, record keeping and reporting.
 - iii. Evaluate the opportunities for future organizing efforts in two areas – new locals and existing locals without 100% membership. Review and recommend updates for operating procedures for organizing new locals, including first contract assistance and providing other labor-management services to affiliates.
- c. **PFFM Affiliates** will be responsible for the following:
- i. Providing the PFFM with a current copy of their approved Constitution & By-Laws.
 - ii. Providing the PFFM with a current copy of their Collective Bargaining Agreement [CBA] and a copy of their jurisdiction's Personnel Policies/Handbook.
 - iii. Contacting the appropriate District Vice-President as soon as the affiliate believes that there is a need for PFFM assistance/service under this policy.
 - iv. Providing the District Vice-President with a written request for any and all assistance/service under this program. [See Attachment (1)]
 - v. Providing a copy of the written grievance [Step 1 and all subsequent steps, including employer replies], exhibits, statements and/or any and all information relating to the grievance that is being pursued.
 - vi. Providing a copy of the “draft” proposal[s] for CBA negotiations [new or successor CBAs] and any/all supporting documentation in support of the proposals.
 - vii. Providing a written description of the alleged ULP Complaint against the employer and all supporting information/documentation.
 - viii. Providing any and all additional information/data in support of the request for assistance.

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- d. **PFFM Representative[s]** will be assigned by the PFFM's President to assist affiliates requesting assistance/service under this program/policy and pursuant to the PFFM's Constitution & By-Laws. PFFM Representative[s] assigned by the President may include, but is not limited to one of or a combination of the following representatives eligible to render assistance/service to the affiliate:
- i. **District Vice-President[s]** The four [4] District Vice Presidents, in addition to their policy-making responsibilities as members of the PFFM Executive Board, serve as representatives of the PFFM in their respective Districts, and are the 1st point of contact with an affiliate requesting assistance/service under this program/policy. The District Vice-President is required to advise and assist affiliates in their respective Districts involving International/State policies, programs and procedures. Their duties include making available their professional and technical skill and experience to affiliates for contract negotiations, grievance/arbitrations, ULPs, and other labor-management related issues. They are also responsible, for organizing and such other assignments as required and assigned/approved by the President.
 - ii. **PFFM Staff Representative** is responsible for providing advice and service to affiliates for the purpose of organizing, contract negotiations, impasse proceedings, grievance/arbitration, or other related labor activities as approved and assigned by the President. The Staff Representative shall make available to the leadership of our affiliates, his professional knowledge and technical skill and experience as necessary and as directed and/or approved by the President.
 - iii. **IAFF District/State Service Representative[s]** are appointed by the IAFF's General President and are responsible for providing education/training to IAFF/PFFM local leaders and providing advice and/or assistance to affiliates on various labor-management issue[s] as requested by the PFFM and authorized by the IAFF's 3rd District's Vice-President. The PFFM currently has two [2] of its Executive Board members appointed as IAFF Field Service Representatives. The President, after consulting with the appropriate PFFM District Vice-President and the affiliate requesting assistance/service will determine if the services of the IAFF's District/State Representatives are needed. If so, the PFFM President shall contact the IAFF's 3rd District Vice-President accordingly.

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- iv. **IAFF Legal Counsel** provides a full range of services to meet the internal and external legal needs of the IAFF and our affiliates. Attorneys are available to provide legal advice/guidance/representation to affiliate officers on issues related to constitution and by-laws, conducting union meetings and elections, and other matters that may arise within their affiliates. In some circumstances affiliates may also receive direct legal representation from the IAFF's General Counsel's office for actions/lawsuits against their employers, or for financial assistance with legal matters being handled by their own attorneys. The PFFM will assist all affiliates in obtaining these services from the IAFF through the IAFF's 3rd District's Vice-President. The PFFM will provide affiliates with information designed to inform them of the legal services available to them and to provide an overview of legal issues that are frequently encountered by fire fighters and emergency personnel.¹⁰
- v. **PFFM Legal Counsel** shall be retained as necessary to provide legal advice, guidance and representation to the PFFM and/or our affiliates on various labor/employee – Management issues or other matters approved by the PFFM President or the Executive Board. Affiliates shall be afforded access to the PFFM's legal counsel upon receipt of a written request for advice/assistance and the President has approved the work plan [strategy] to address the issues raised in the affiliates written request for assistance/service.
- e. **Requesting PFFM Assistance and/or Services:** The following process is established to provide equitable Labor Relation's assistance/service to affiliates. This assistance can come in the form of advice, guidance, direct on-site representation and/or developing and executing a strategy or work product in response to a specific request from an affiliate. The criteria for requesting assistance/service is as follows:
 - i. The affiliate's President and/or designated representative shall contact their PFFM District Vice-President [via phone or e-mail] for initial advice/guidance as soon as he/she expects there may be and/or is a labor-management issue/problem arising or occurring that impacts their local and/or members.

¹⁰ Same as No. 5 Above

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- ii. After consulting with the District Vice-President and it is determined that PFFM assistance is required, the affiliate shall submit a written request using the approved “Service Request Form” [See Attachment (1)] to the PFFM President, with a copy to the respective District Vice-President for processing.
- iii. Approval for assistance/service is at the discretion of the President after reviewing the request/case file, consulting with the affiliate, the District Vice President and/or other PFFM/IAFF representatives as necessary.
- iv. Once approved, the PFFM’s President shall deploy the necessary resources/representative[s] necessary to fulfill the affiliate’s service request. The PFFM’s Representative[s] assigned shall consult/confer with the affiliate for the purpose of developing a strategy for addressing the labor-management issue[s], a work plan for implementing the strategy with mutually acceptable objectives.
- v. Should there be a need to develop Custom Technical Assistance from the IAFF and/or an outside consultant/expert to develop exhibits for use in negotiations, grievance/arbitration, fact-finding, or other venue on a custom basis to fit the local’s need, the PFFM will assist in obtaining the Technical Assistance from the appropriate source.
- vi. If the affiliate opts to employ on its own an expert or consultant for presentation or testimony, the PFFM and/or the IAFF may provide financial support in an amount not to exceed \$3,500 on a 50/50 shared cost basis. The final determination for financial assistance is at the discretion of the PFFM or IAFF President, whichever is appropriate. After approval is given to an affiliate, the affiliate shall have 12 months to submit invoices for the approved financial assistance.
- vii. If the PFFM Representative and/or a consultant are to be involved in representing the affiliate and/or assist in the presentation of materials prepared on behalf of the affiliate, the PFFM Representative or Consultant will meet with the affiliate leadership to consult/confer/prepare for any Labor-Management meetings and/or all 3rd party presentations.
- viii. Once the assistance/service has been completed the PFFM Representative and the affiliate will ensure that the PFFM has a “complete” copy of the case file associated with the assistance/service provided by the PFFM.

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- f. **Reporting Activities and Expenses:** All PFFM Representatives assigned to render assistance/service to affiliates will be required to submit a written activity report [Attachment (2)] and the associated expense voucher [Attachment (3)] for each assignment relating to the assistance/service provided upon conclusion of the assignment. Activity Reports¹¹ and Expense Vouchers¹² must be submitted at the end of every month to the PFFM's Secretary-Treasurer for review and processing. Activity Report's and Expense Vouchers received after forty-five [45] days from the date of the assignment will be processed, but the expense voucher will not be paid unless approve by the President.
- g. **Organizing & Field Services Program Revenues:** The monthly fee for participating in the Organizing and Field Services Program is \$300.00 per month per affiliate. The Organizing and Filed Services monthly fee shall be adjusted annually based on the U.S. National Consumer Price Index [CPI] as issued by the Department of Labor [DOL] for the 12-month period not to exceed 4.5 percent starting ___ TBD ___.

Monthly payments should be made out to the Professional Fire Fighters of Maine and should be submitted NLT the 1st of each month. Late fees of \$25.00 will be levied when monthly fee is 30 days past due, \$50.00 will be levied when monthly fee is 60 days past due and services will be discontinued if monthly fee is more than 90 days past due. Services will not be reinstated until all monthly and late fees are paid in full, unless approved otherwise by the PFFM Executive Board.

- h. **Costs and Fees Associated with this Program:** Once a request for assistance/service has been received and approved, the associated costs/fees¹³ shall be reviewed and approved as they are incurred by a 2/3rds vote of the PFFM's Executive Board. Once the amount related to the costs/fees is approved by the Executive Board, the Secretary-Treasurer will pay the approved expenses. These costs/fees are those associated with providing assistance/service to the affiliate that includes but may not be limited to CBA Negotiations¹⁴, Mid-Term Bargaining, Mediation, Arbitration, Fact Finding, ULPs, etc.¹⁵

¹¹ Once received, the PFFM Secretary-Treasurer will forward copies of all Activity Reports to the DVP assigned by the President to maintain a web based database for tracking the assistance/services provided to affiliates under this policy. This will include information from the Representative's written report, the associated case file and a copy of any and all 3rd party decisions.

¹² The Secretary-Treasurer will receive and process all expense vouchers in a timely manner and will also record and maintain all expense vouchers pursuant to PFFM, IAFF and Federal/State policies and statutes.

¹³ Same as No. 5 Above

¹⁴ See No. 2 and No. 4 Above

¹⁵ As a condition of receiving cost/fees and/or an EDF Grant/ Loan an affiliate and/or their representative must agree to pursue, to the fullest extent possible, the recovery of any attorney fees or costs incurred in the case. If the local is successful in the recovery of fees/costs associated with the case, the PFFM will be reimbursed all expenses it incurred in assisting the affiliate. If the local receives financial assistance from the IAFF for a case that the PFFM

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Emergency Dispute Fund is designed to “financially” assist an affiliate in the resolution of emergency disputes in which affiliates of the PFFM become involved and the PFFM is not providing direct assistance/service. Grants and Loans from EDF are made in conjunction with job actions, disciplinary actions against union officers for union related activities, employer’s refusal to implement a decision from the Labor Board or Arbitrator, or such other occurrences as may be considered bona fide by the PFFM Executive Board.

1. **EDF Revenues:** Revenues to create and maintain the EDF Fund shall come from a designated per capita amount as approved the PFFM’s affiliates gathered at the PFFM’s quarterly meeting. The funds generated from affiliate per capita tax shall be made available to all affiliates qualifying for such financial assistance under the EDF portion of this policy if there are revenues available in the EDF Account. No EDF Funds will be used for any purpose other than grants/loans to affiliates, or for direct assistance in the form of legal assistance in special cases as approved by the Executive Board. In addition, the Executive Board may, with a 2/3rds vote utilize the servicing fees generated by the Organizing & Field Services Program for grants or loans under the EDF portion of this policy for those affiliates participating in the program.
2. **Grants:** A 2/3rds 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, decision from the Maine Department of Labor, administrative challenges to substantial disciplinary action taken against a union leader for his or her union related activities (such as grievances, arbitrations, unfair labor practice proceedings, and civil service/personnel board appeals), 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.
 - a. If an affiliate recovers attorney’s and/or associated costs/fess, any EDF funds granted to cover these costs will be returned to the PFFM’s EDF fund.
 - b. An affiliate is entitled to receive EDF Assistance [Grants] for no more than two [2] separate matters within a five [5] year period, absent a showing of extraordinary circumstances and a 2/3rds approval of the PFFM’s Executive Board.

was assisting with, then the affiliate agrees to reimburse the PFFM any/all costs/fees/expenses paid by the PFFM.

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3. **Loans:** An affiliate is eligible for an EDF loan for “bona fide emergencies” which, 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), before a third party adjudicator and the PFFM is not providing direct assistance/service to an affiliate under this policy. 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 to support their general operations or for political purposes. A 2/3rds vote of the PFFM Executive Board is required to approve an EDF Loan and said loans cannot be converted to a grant.
4. **Miscellaneous Provisions for EDF Grants/Loans:**
 - a. The PFFM District Vice-President will supply the affiliate with the PFFM and/or the IAFF EDF or Guardian Application[s] as necessary and will assist the affiliate in completing and submitting the application[s] accordingly.
 - b. An affiliate requesting EDF assistance will submit the completed PFFM’s EDF Application [Attachment (4)] to the PFFM’s Secretary-Treasurer as soon as possible, but NLT than fourteen [14] calendar days prior to the date of the PFFM’s Quarterly meeting; provided however, that the Executive Board may waive the 14 –day requirement in cases of emergencies. Applications not received prior to the 14-day requirement may be referred to the next quarterly meeting The Executive Board shall convene prior to the quarterly meeting to review and consider all EDF Applications received.
 - c. The Secretary-Treasurer will notify all affiliates who filed 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.
 - d. When EDF Loans are approved, the repayment schedule will normally be five [5] years, unless extended or modified by a 2/3rds vote of the Executive Board.

Policy Disputes: If an affiliate has been “denied” assistance/service under this policy, the affiliate may appeal to the PFFM’s Executive Board. Such appeal must be in writing and submitted to each member of the Executive Board. The Executive Board will arrange to convene on the matter as soon as possible, but normally NLT fifteen (15) days from receipt of the written request. The decision of the Executive Board is final.

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Duration and Changes to Organizing & Field Services Policy: This policy will remain in full force and effect unless changed by a majority vote of the participating affiliates. This policy will be reviewed bi-annually by the Organizing & Field Services Committee. Any participating affiliate may submit recommendations for the program to the Chairman of the Organizing & Field Services Committee for the committee's review and action. Any and all committee recommended additions or revisions to the program will be submitted to the President for his/her review and action.

- i. **Cancellation:** The Full Service Program policy and associated contracts will be cancelled upon the effective date [implementation] of the new Organizing & Field Services Program/Policy.

Note: This policy was reviewed and approved by the 21 PFFM Affiliates participating in the Full Service Program during the PFFM's April 2012 Quarterly Meeting at Point Lookout.

