

# INTERNATIONAL ASSOCIATION of FIRE FIGHTERS MOTORCYCLE GROUP

## CONSTITUTION AND BY-LAWS

### ARTICLE 1

#### NAME

The name of this/her organization shall be “**THE INTERNATIONAL ASSOCIATION of FIRE FIGHTERS MOTORCYCLE GROUP**” hereafter shall be referred to as **IAFFMG**. The **IAFFMG** name and logos to include colors are registered trademarks of the **IAFF**.

### ARTICLE 2

#### PHILOSOPHY/HISTORY

In August of 2004 the assembled body of the 2004 IAFF convention came together in Boston, Massachusetts at the 47<sup>th</sup> bi-annual convention and passed resolution 35. This resolution dictated the formation of a motorcycle Group for IAFF members, active and retired thus comes to being the **International Association of Fire Fighters Motorcycle Group hereafter referred to as the IAFF-MG**. It is the goal and general philosophy of the **IAFF-MG** to promote fraternalism amongst our ranks and take direction from the International Association of Fire Fighters.

We will continue to grow in the spirit and numbers, which provides the opportunity for increased camaraderie and benevolence between active and retired professional Fire Fighters, EMS or rescue squad personnel. **IAFF-MG** events are intended to promote safe activities that will appeal to the membership as a whole. Any member may suggest ideas for events.

The **IAFF-MG** is *intended* for IAFF MEMBERS, active or retired, who enjoy motorcycles.

# **ARTICLE 3**

## **INTERNATIONAL GOVERNING COMMITTEE**

- A. **IAFF-MG Standing Committee**: An IAFF-MG Standing Committee shall govern the **IAFF-MG**. The Standing Committee will maintain the quality and integrity of the **IAFF-MG**.

B. **COMPOSITION OF THE IAFF-MG COMMITTEE**

The **IAFF-MG** Standing Committee shall consist of the following representation:

By virtue of being the elected General President of the International Association of Fire Fighters, the General President shall be the President of the **IAFF-MG**.

The committee shall consist of 7 members appointed by the President of the **IAFF-MG**. In addition the committee will have a chairman and a vice chairman named by the President of the **IAFF-MG**. Collectively this committee and the President will govern the **IAFF-MG**. Only active and retired IAFF members will be eligible to hold the positions on the International Committee.

Additionally 16 members (one from each of the districts represented by the IAFF) will be appointed by the President, with advice and council of the respective IAFF District Vice-President, and will be referred to as "District Event Coordinators". Additionally one committee member shall be appointed by the General President to serve as "Property Master".

C. **DUTIES OF THE IAFF-MG COMMITTEE**

The **IAFF-MG** Committee will perform the following functions:

1. Shall stay apprised of events and communicate those events to the IAFF membership via the web site and magazine. The Committee will also maintain a roster of members nationwide. This roster will be updated and issued to all IAFF Vice Presidents and **IAFF-MG** District Event Coordinators on an annual basis.
2. *Authorize IAFF Legal Counsel to take the necessary steps to obtain and protect the trademarks and other intellectually properties of the IAFF.*
3. Establish membership dues and maintain a treasury, which will be used to cover necessary administrative and/or operational costs, provide funds for events and promote the growth of the **IAFF-MG**. The IAFF General Secretary/Treasurer will maintain the financial books and accounts of the **IAFF-MG**. Reports of the treasury shall be overseen and reported by the **IAFF-MG** Vice-Chairmen.
4. Issue reports of activities in the IAFF magazine for member's consumption, which will provide updates on district events and **IAFF-MG** developments of interest to the membership as a whole.
5. Immediately report any significant **IAFF-MG** issues to the IAFF Executive Board and general membership. This will be accomplished via the IAFF web site.
6. Oversee the management of all property owned by the **IAFF-MG** and report to the IAFF Executive Board on its status annually. Distribution of the colors shall be the duty of the "Property Master".

7. Oversee the **IAFF-MG** financial books, which shall be audited and reviewed by the IAFF trustees annually.
8. All issues will be brought in writing directly to the **IAFF-MG** Committee, through the office of the IAFF's General President. The IAFF-MG Standing Committee shall investigate the matter and render a decision based on their review of the facts presented. All decisions of the committee are final and binding.
9. Perform all other such assignments as may be suggested by the IAFF Executive Board and the general membership, or as may be in the best interests of the **IAFF-MG**.

#### **D. RESPONSIBILITIES OF COMMITTEE MEMBERS**

##### **1. PRESIDENT**

- a. The President shall preside over all meetings of the **IAFF-MG** Committee. At all such meetings he shall maintain order and require strict compliance with these articles as well as any rules and regulations that may be adopted. The President may pass the gavel to the chairman for presiding over meetings.
- b. The President shall appoint the Chairman, Vice Chairman, seven [7] Committee members, and the 16 District Event Coordinators and members of all standing and special committees, and shall serve as an ex-officio member thereof.
- c. The President shall sign all contracts and other official documents authorized by the **IAFF-MG**.
- ~~d.~~ The {resident shall perform any other duties as may be prescribed to him by the **IAFF-MG**.
- e. At the expiration of his term of office, the President shall promptly deliver to his/her successor any and all property of the **IAFF-MG** that relates to the office of President.

##### **2. CHAIRMAN**

- a. In the President's absence, the Chairman shall discharge the duties of the President.
- b. The Chairman shall perform all other such assignments as may be requested by the President and the **IAFF-MG** Standing Committee.

##### **3. VICE CHAIRMAN**

- a. The Vice-Chairman shall be responsible for all **IAFF-MG** books, documents, papers and records not otherwise entrusted, temporarily or permanently, to other officers or special or standing committees.
- b. The Vice-Chairman shall transcribe all minutes of meetings of the **IAFF-MG** and submit them for approval and/or amendment at the next meeting thereafter.
- c. The Vice-Chairman shall distribute copies of the minutes from meetings to each committee member, IAFF Executive Board member and District Event Coordinators for review.

- d. The Vice-Chairman shall execute all other assignments as may be ordered by the **IAFF-MG**.
  - e. At the expiration of his term of office, the Vice-Chairman shall deliver to his/her successor the seal and all books and records in his/her possession.
  - f. He/she shall be responsible for overseeing the treasury and reporting of the finances.
4. **IAFF-MG Standing Committee**
- a. The Standing Committee shall act at the direction of the President or Chairman.
  - b. The Property Manager shall distribute Colors after receiving proper notification and credentials from the Chairmen of the Standing Committee.
  - c. District Event Coordinators shall coordinate events within his/her district and communicate said events to the IAFF-MG Committee, the IAFF Executive Board and membership via IAFF communication mediums.

**E. REMOVAL FROM THE IAFF-MG COMMITTEE**

- 1. Only the President has the *exclusive and unilateral* authority to remove a member from the Committee.

## **ARTICLE 4**

### **GROUP VOTES**

**A. IAFF-MG BOARD**

- 1. Only active or retired IAFF members shall be eligible to serve as a member on the **IAFF-MG** Committee. The **IAFF-MG** Committee shall vote on matters it deems appropriate. All votes shall be recorded and settled by simple majority.

## **ARTICLE 5**

### **REQUIREMENTS FOR MEMBERSHIP**

**A. MEMBERSHIP**

The **IAFF-MG** is open to active or retired MEMBERS of the International Association of Fire Fighters, who own and ride motorcycles. All members will be required to comply with these By-Laws as well as all future amendments.

Possession of a valid motorcycle operator's license, valid registration and proper motorcycle insurance *are all prerequisites to membership in the IAFF-MG.*

To gain membership in the **IAFF-MG** retirees must have membership in the IAFF alumni or have "active retiree" status with the local they retired from.

**B. LIFE MEMBERSHIP**

Any member who maintains active membership in good standing in the IAFF-MG for a period of ten consecutive years shall be awarded a lifetime membership in the **IAFF-MG**, which will entitle them to retain possession of the Colors as defined in Article 6 of these By-Laws. If, after resigning, a life member causes discredit to the **IAFF-MG** he must forfeit the Colors or face legal action.

**C. DURATION OF MEMBERSHIP**

Membership will continue as long as an individual maintains membership in good standing *with the IAFF* , and which includes, but is not limited to payment of dues, and active support of **IAFF-MG** functions. Membership will cease upon resignation or dismissal from the **IAFF-MG**. *Upon termination of membership in the IAFF-MG, the Individual* will have no right, title, interest or claim in any asset of the **IAFF-MG** or any right to any refund of any dues, fees or contributions made to the **IAFF-MG**.

**D. RE-LOCATION OF MEMBERSHIP**

Membership in the **IAFF-MG** is transferable from one IAFF District to another as long as the member is in good standing with the IAFF and/or the IAFF Alumni. Upon transfer of a member, the **IAFF-MG** Committee will be notified and will make the appropriate changes to the National Roster.

**E. MOTORCYCLES**

Each member is encouraged to buy and own a North American made motorcycle that is built with UNION labor employed by a North American owned and operated company as recognized by the **IAFF-MG** Committee. While owning North American made motorcycles was not mandated by resolution 35 of the 2004 IAFF Convention body, ownership of an UNION made motorcycle *reflects the values of the IAFF-MG and the IAFF*.

**F. DUES**

All members will pay yearly dues and any other assessments that the **IAFF-MG** deems necessary for the good of the Group. The **IAFF-MG** will determine necessary assessments on a year-to-year basis. National dues will be paid as established in Article 10 of these by-laws.

**G. EVENTS**

All members will be supportive of their own, as well as other district events. This will include any and all IAFF Conferences and Meetings.

**H. OTHER GROUPS**

Members are expressly prohibited from commencing or maintaining membership in any motorcycle Group that may be deemed an “outlaw Group”. Members are permitted to maintain their association with the A.M.A., H.O.G. and A.B.A.T.E. as well as Groups that are not deemed “outlaw Groups”.

# **ARTICLE 6**

## **INSIGNIA**

### **A. COLORS**

Colors shall be defined as all patches and insignias issued to members by the **IAFF-MG** as listed in the article. The Colors of the **IAFF-MG** are our flag, and as such will be treated with the same respect given to the American or Canadian flag. The Colors and insignias shall be trademarked and are the property of the **IAFF**. The following rules are established for the proper handling of the Colors:

1. **IAFF-MG** Colors will be treated with respect at all times.
2. Only full members shall wear the colors on any garment.
3. Colors will only be affixed to a black leather vest or black leather jacket. If a jacket is used, all below placement of “vest” patches apply to the jacket equally.
4. Colors will never be washed.
5. Colors are to be worn as the outermost garment and are not to be obstructed in any way, regardless of weather.
6. Colors will be worn at all **IAFF-MG** functions, gatherings, runs and sanctioned events.
7. When removal of the Colors is necessary, the member must yield them to another full member for security until he can re-secure them.
8. At no time will a member place the Colors in a face down position.
9. At no time will the colors touch the ground unless the member is wearing them.
10. Colors will never be yielded to non-members.
11. If a member is suspended or granted a leave of absence, his/her Colors are to be turned over to the **IAFF-MG** District Event Coordinator.
12. If a member is terminated his/her Colors are to be surrendered immediately to a district Event Coordinator who will then surrender them to the **IAFF-MG** “Property Master”.

### **B. PLACEMENT OF PATCHES ON REAR OF VEST**

The following patches shall be worn on the rear of the vest from top to bottom, in the middle except as noted:

1. IAFF FIRE FIGHTERS Rocker
2. CENTER PATCH (LOGO)
3. DISTRICT Rocker

No other patches shall ever be worn on the rear of the vest.

**C. IF PATCHES ARE WORN ON THE FRONT OF THE VEST THEN THEY SHALL BE WORN IN THE FOLLOWING MANNER ONLY**

1. The following patches shall be worn on the upper right front of the vest from top to bottom:
  - a. AMERICAN FLAG or CANADIAN FLAG
  - b. STATE
  - c. HOME CITY
2. At no time shall any patch, pin or other insignia be displayed above the national Flags.
3. The following patches shall be worn on the upper left front of the vest from top to bottom:
  - a. NICK NAME/MONIKER (full members only)
  - b. **IAFF-MG** PATCH
  - c. HOME IAFF LOCAL NUMBER PATCH

**D. DISTRIBUTION OF INSIGNIA/COLORS**

All Group insignia/Colors are property of the **IAFF-MG** and will be purchased through the **IAFF-MG** merchandizing supplier [Financial Innovations]. A designee of the **IAFF-MG** known as the Property Master will issue all Colors. No member will be issued more than one set of Colors. Application for membership shall be submitted to the **IAFF-MG** either electronically or by written application. The application will then be verified and approved by appropriate means available including by a committee member. The Colors will then be delivered to the member by the most efficient means. Upon receipt of the Colors, the member will be held responsible for their return upon termination of membership from the **IAFF-MG**. In the event that a set of Colors becomes damaged or worn out, the member will return them to the Property Master for replacement. No **IAFF-MG** District Event Coordinator will maintain a surplus of Colors. The Property Master will maintain all extra Colors. No Colors will be issued without prior payment.

**E. CHARTER MEMBERS**

Members that join the **IAFF-MG** by September 15<sup>th</sup>, 2005, shall be recognized and deemed CHARTER MEMBERS of the **IAFF-MG**. With this recognition the member shall have the right to wear a "CHARTER MEMBER" patch on the front of his/her vest just below his/her "**IAFF local number**" patch. CHARTER MEMBER patch will be issued from the "Property Master".

# **ARTICLE 7**

## **RESIGNATION OF MEMBERSHIP**

The membership of any member of the **IAFF-MG** shall be terminated after the member has submitted a written request for such termination to his/her respective District Event Coordinator. Upon acceptance of a member's resignation, the District Event Coordinator will secure all **IAFF-MG** property and return all Colors to the Property Master.

## **RIGHTS UPON TERMINATION**

Subject to the provisions of Article 5, Section B (Life Membership), all rights, privileges, interest and representation of a member will cease upon his/her resignation and/or termination. This shall include return of all **IAFF-MG** patches and property, which remain the property of the **IAFF-MG**. Failure to comply with a request for property will result in legal action against the offending party. This may include, but not be limited to civil action and criminal charges of theft filed in the appropriate jurisdiction.

# **ARTICLE 8**

## **SUSPENSION AND EXPULSION**

### **A. IAFF-MG COMMITTEE**

The Committee will have the power, after notice and an opportunity to be heard, to vote to rescind the membership of any member for conduct, which they determine, is contrary to the philosophy or objectives of the **IAFF-MG**. Reason could be for any of the following:

- a. Conduct which results in arrest, indictment and conviction for criminal acts in violation of local, state or federal law.
- b. Failure to replace his/her qualifying motorcycle, after loss of ownership, for a period exceeding six (6) months.
- c. Failure to pay dues, fees or assessments established by the Committee and these By-Laws.
- d. In the case of a regular member, loss of employment, in activities as defined in Article 5/Section "A", due to any reason other than retirement.
- e. The proceedings and decision of the Committee in such matters will be properly recorded and be available for review.

## **ARTICLE 9**

### **REINSTATEMENT**

- A. The **IAFF-MG** Committee may reinstate any member who has been suspended after receiving such demand with application.
- A. Members must pay a fine for suspension reinstatement. This fine will be equal to 1 year's dues and in addition to any other dues and assessments that may be due.
- B. All applications for reinstatement must be submitted, in writing.

## **ARTICLE 10**

### **DUES**

#### **A. INTRERNATIONAL DUES**

- 1. The **IAFF-MG** is a Group of and within the International Association of Fire Fighters. Dues will be established to be used solely for **IAFF-MG** administration and events.
- 2. Annual dues of \$50.00 [U.S. or Canadian] per member will be paid to the treasury of the IAFF-MG.
- 3. It shall be the responsibility of the each member to pay their dues on time. The District Event Coordinator shall be apprised of dues payment status by the **IAFF-MG** Vice-Chair of members within their respective districts. **IAFF-MG** dues shall be paid in October of each year (in advance for the following year) and no later than December 1<sup>st</sup> of that year.
- 4. Any member who fails to pay their **IAFF-MG** dues by December 1<sup>st</sup> of each year shall be automatically suspended.

## **ARTICLE 11**

### **MEMBERSHIP MEETINGS**

#### **A. IAFF-MG MEETINGS**

- 1. MEETINGS and EVENTS

Meetings of the Committee of the **IAFF-MG** shall be held at least annually at a time and place as designated by the President.

- b. The District Event Coordinator[s] shall, at a minimum, coordinate within their IAFF District boundaries two events per year.

## **ARTICLE 12**

### **LOGO**

The **IAFF-MG** logo is for the sole use of members in good standing and remains the sole property of the **INTERNATIONAL ASSOCIATION of FIRE FIGHTERS**.

## **ARTICLE 13**

### **LIABILITY**

All individuals, including members and guests, participating in any **IAFF-MG** event may be required to sign a liability release form. Additionally, all members shall sign a liability release form at time of application for membership to the **IAFF-MG**.

## **ARTICLE 14**

### **AMENDMENTS**

These By-Laws may be amended by the **IAFF-MG** Committee. Such amendment proposals shall be communicated to the members and shall not be acted on until 90 days after such notice is given to allow for input from the members.

## **ARTICLE 15**

### **DISSOLUTION**

Upon the dissolution of the Group or the winding up of its affairs, or any other liquidation of its assets, the Group's property and assets shall be conveyed to International Association of Fire Fighters. Under no circumstance shall the assets or property of the **IAFF-MG** become the property or possession of the members or any individual member of the **IAFF-MG**.