

1 **2.00.000 COMMITTEES**

2 **2.01.000 GENERAL**

- 3 A. The President will be informed of all committee meetings and the date of the
4 committee meeting will be posted on the ASEA website calendar.
- 5 B. All resignations by a committee appointee must be submitted in writing to the
6 President, through the Business Manager.
- 7 C. Upon a majority vote of the State Executive Board, a committee member may be
8 removed from the committee.
- 9 D. Committees are required to provide the President, through the Business Manager,
10 written minutes of all meetings no later than 30 days from the date of the meeting.
- 11 E. A standing committee may be constituted only if specifically authorized as a
12 standing committee in the ASEA/AFSCME Local 52 Constitution.
- 13 F. Committees will consist of ASEA members in good standing only. Staff or other
14 parties may provide assistance, however only ASEA members will be able to vote
15 or chair meetings.
- 16 G. Materials distributed to members by ASEA Committees shall be reviewed and
17 approved by the Business Manager.

18 **2.02.000 ELECTED COMMITTEES/PANELS**

19 2.02.010 Judicial Panel

- 20 A. Members of the Judicial Panel shall be elected in accordance with Article 11 of
21 the ASEA/AFSCME Local 52 Constitution. ASEA/AFSCME Local 52 members
22 in good standing are eligible to run as candidates for the Judicial Panel, except
23 members of the State Executive Board and the Contract Negotiating Committee.
- 24 B. In instances where the constitutional authority of the State Executive Board
25 appears in conflict of the constitutionally granted authority of the
26 ASEA/AFSCME Local 52 Judicial Panel, the decision of jurisdiction will be
27 made by the State Executive Board.
- 28 C. Vacancies in office shall be filled on a temporary basis by a vote of the State
29 Executive Board, and the member so elected shall serve until the following March
30 election. The membership shall then proceed to elect a member to replace the
31 board-elected member to serve out the balance of the unexpired term. The board
32 shall follow the election process outlined in Section 4.08.000.
- 33 D. Rules of Procedure. The Judicial Panel shall establish rules of procedure that are
34 consistent with the provisions of the constitutions of ASEA/AFSCME Local 52
35 and AFSCME International. The rules and any changes in such rules shall be
36 subject to the approval of the State Executive Board, and shall become effective
37 only upon the granting of such approval. A copy of such rules shall be filed with
38 the Secretary of ASEA/AFSCME Local 52 and shall be made available to any
39 member of the Union upon request. A copy of the rules shall be sent to all
40 chapter presidents.

1 **2.02.020 Contract Negotiating Committees**

- 2 A. Members of the Contract Negotiating Committees shall be elected in accordance
3 with Article 12 of the ASEA/AFSCME Local 52 Constitution.
4 B. Members of the Contract Negotiating Committee shall be authorized to establish
5 their own rules of conduct and procedures concerning collective bargaining.

6 **2.03.000 APPOINTED COMMITTEES**

7 **2.03.010 General**

8 Appointed Committees, unless otherwise stated, are subject to the following:

- 9
10 A. APPOINTMENTS: All committee members shall be appointed in accordance
11 with Article 8.04 of the ASEA/AFSCME Local 52 Constitution.
12 B. COMPOSITION: Appointed committees shall consist of up to ten (10) members.
13 Two (2) members each from the Central region, the Northern region, and the
14 Southeast region; one (1) member each from the Bush and Rural regions; and two
15 (2) At-Large seats.
16 C. TERMS: Members of each committee shall serve for a term of three (3) years
17 from date of appointment.
18 D. COMMITTEE CHAIR: The President shall designate a Chair from the
19 committee members with confirmation from the State Executive Board. The
20 Chair's term of appointment shall be for the duration of his/her regular
21 appointment.
22 E. FUNDRAISING: Committees may conduct fundraising activities subject to
23 approval by the Business Manager. Funds received from fundraising efforts shall
24 be placed in the ASEA/AFSCME Local 52 general account. The State Executive
25 Board may allocate those funds to the appropriate Committee.

26 **2.03.020 Election Committee**

27 In accordance with Article 7 of the ASEA/AFSCME Local 52 Constitution all elections
28 for the State Executive Board and AFSCME convention delegates shall be conducted
29 under the supervision of an Election Committee.

- 30 A. The Election Committee shall consist of six (6) members: the committee chair
31 and one (1) member representing each of the five (5) geographic regions (Central,
32 Northern, Southeast, Bush and Rural).
33 B. Appointments to the Election Committee shall be made before the start of the
34 election cycle, so that committee members shall be in place at least forty-five (45)
35 days prior to the mailing of nomination forms.
36 C. The State Executive Board may utilize the Election Committee in membership
37 balloting other than officer elections.
38 D. Upon receiving the State Executive Board notice to hold an officer election, the
39 Election Committee shall execute all officer elections in accordance with the
40 elections process established in the constitutions of ASEA/AFSCME Local 52
41 and AFSCME, and the AFSCME Elections Manual, and Policy 22.00.000 of this
42 manual.

- 1 E. The Election Committee should hold their organizational meeting no later than
2 thirty (30) days prior to the mailing of nomination forms. The committee shall
3 elect a secretary to keep the minutes of the committee.

4 **2.03.030 Grievance Review Committee**

- 5 A. The members of the Grievance Review Committee shall consist of eight (8)
6 experienced GGU stewards, with two from the Central region, two from the
7 Southeast region, two from the Northern region, and two from the Rural or Bush
8 regions. Appointments are for three (3) years. Grievance Committee members
9 will be appointed by the President with the approval of the ASEA/AFSCME
10 Local 52 State Executive Board. The President shall designate the Chair of the
11 Grievance Review Committee. Members are allowed to serve subsequent
12 appointments as long as they remain stewards, work in the location for which they
13 were assigned to represent, and that they meet training requirements noted in
14 Section C, below. No members of the ASEA/AFSCME Local 52 State Executive
15 Board may be appointed to the Grievance Review Committee.
- 16 B. For the purpose of this Policy and Procedure, an experienced steward is defined
17 as an ASEA member who is an elected steward and has at least two years of
18 steward experience prior to appointment to the Grievance Review Committee.
- 19 C. ASEA/AFSCME Local 52 will provide mandatory annual training for all
20 committee members, and initial training for all newly appointed committee
21 members. Newly appointed members must receive training within six months of
22 their appointment. Failure to meet the training requirements is grounds for
23 removal from the committee.

24 **2.03.031 Right of Appeal**

- 25 A. Each General Government Unit member is entitled to have disputes with the State
26 promptly considered by the Union. This Grievance Review Policy is applicable
27 to all grievances covered by Article 16 of the current Collective Bargaining
28 Agreement or the comparable provision of any successor agreement. Appeals are
29 not available for complaints, as defined in Article 15 of the current Collective
30 Bargaining Agreement, or the comparable provision of any successor agreement,
31 nor does it apply to classification reviews (Article 17) or performance evaluations
32 and incentives (Article 18), or the comparable provisions of any successor
33 agreement. The following actions may be appealed by the member pursuant to
34 this Grievance Review Policy:
- 35 1. The refusal to advance a grievance at any step;
 - 36 2. Any disagreement regarding a proposed settlement; or,
 - 37 3. The decision whether to proceed to arbitration.
- 38 The jurisdiction of the Grievance Review Committee is limited to Items 1., 2., and
39 3. above. Other disputes, such as disagreements over hearing strategy, witnesses,
40 and decisions falling within the discretion of the Business Agent or Business
41 Manager, are not subject to this Grievance Review Policy.
- 42 B. All members are entitled to appeal in writing any of the above-described actions
43 to the Union's Grievance Review Committee.
- 44 C. Upon certified receipt of the Union's notice that it will not proceed with the
45 grievance (as defined in Paragraph 1) the member may file a written appeal. The

1 member's appeal must be received by the Union, or postmarked within 10
2 calendar days of the member's receipt of the Union's notice.

3 D. Questions of timeliness shall be decided by the Grievance Review Committee.
4 Circumstances beyond the member's control which delay the filing of an appeal
5 may be considered by the Grievance Review Committee.

6 E. Appeals will be processed in an expedited manner. A panel of three (3) members
7 of the Grievance Review Committee shall meet as needed to hear and decide
8 pending appeals.

9 F. All proceedings shall be confidential, unless the member filing the appeal waives
10 confidentiality. All documents produced in support of or in opposition to any
11 appeal shall not be distributed to anyone other than the Business Agent, the
12 member, the Business Manager, and the members of the Committee hearing the
13 appeal. Such documents shall become a permanent part of the Union's grievance
14 file.

15 **2.03.032 Standards of Review**

16 A. A panel comprised of members of the Grievance Review Committee shall meet as
17 needed to hear all pending appeals. The members of each Panel will be selected
18 by the Chair, who shall designate one Panel member to serve as Panel Chair. The
19 Business Manager (or his/her designee) will coordinate the hearing schedule. The
20 Panel shall not consist of co-workers of the appealing members. Any Panel
21 member who is biased or may appear to be biased shall withdraw.

22 B. Business leave will be authorized only for Panel members, for both preparation
23 and hearings. GGU members who are appealing decisions to the Panel shall be
24 responsible for their own expenses.

25 C. The Business Manager will forward all paperwork pertaining to the appeal issue
26 to the Hearing Panel members for review and to better prepare themselves to hear
27 the appeal. Panel members must safeguard all hearing documents from public
28 view.

29 D. Neither ASEA/AFSCME Local 52 nor the appellant will be entitled to more than
30 two witnesses – in addition to the appellant, Steward, Business Agent, and
31 Business Manager – unless a request for additional witnesses is made in writing
32 and received 10 calendar days prior to the date of the hearing. Hearings may be
33 conducted telephonically. Advance notice of the hearing shall be adequate to
34 arrange the presence of other witnesses deemed necessary by the participants or
35 the Panel.

36 E. At the hearing the parties may present evidence and arguments. The right of the
37 parties to hear and cross-examine all witnesses shall be respected. The Panel
38 Chair shall assure that each side has a reasonable opportunity to present its case.
39 However, he/she may limit the length of testimony and make reasonable rulings
40 to expedite the proceedings, subject to review by the entire Panel.

41 F. If the panel needs additional information, it shall act together and not separately
42 in requesting additional information be provided by the Union staff or appellant.
43 The Panel members shall avoid individual contact with any party or witness
44 during the appeal process with regard to the subject of the appeal. In the event
45 additional information is requested, the hearing shall be postponed until the next
46 Panel meeting, at which time the Panel will hear and decide the appeal.

- 1 G. Once the Panel has heard all the evidence and arguments presented at the hearing,
2 the Panel shall deliberate in closed session. Such deliberations shall be
3 confidential.
- 4 H. In making a decision, the Panel may consider the following:
5 1. all information provided to them by the parties, so long as both parties
6 have had an opportunity to review and respond to the evidence;
7 2. the Union's budget for grievance/arbitration processing;
8 3. the testimony and credibility of witnesses; and,
9 4. any other evidence or considerations which are necessary to an equitable
10 determination of the appeal.
- 11 The Panel may not consider facts, rumors, documents or other information, which
12 are not a part of the grievance file or supplied by the parties at the hearing.
- 13 I. The Panel shall not overturn the decision of the Union staff unless the evidence
14 establishes that ASEA/AFSCME Local 52 has acted in an arbitrary or
15 discriminatory manner, or in bad faith.
- 16 J. 1. If an appeal is granted, the Panel may:
17 (a) direct the grievance be advanced through Step IV;
18 (b) direct the settlement be rejected and the Union to proceed to
19 arbitration; or
20 (c) direct the grievance be advanced to arbitration.
21 2. If an appeal is denied, the Panel shall affirm the decision made by the
22 Union.
- 23 K. The Panel's decision shall be final and binding on the Union and the member.
24 However, the Panel may reconsider their decision if, and only if, new evidence
25 becomes known after the decision has been issued that may have caused the Panel
26 to decide the case differently. The final decision may not be appealed to the
27 Union's State Executive Board or other Union board or officer.
- 28 L. The Panel's decision shall be sent in writing to the member with a copy to the
29 Business Manager, within 10 calendar days of the Panel's decision.

30 **2.03.040 ASEA/AFSCME Local 52 Political Action Committee**

31 As it is prohibited under Alaska Public Offices Commission (APOC) Regulations to use
32 ASEA/AFSCME Local 52 dues money for any partisan political purposes, all voluntary
33 political contributions are to be placed under the control of the ASEA/AFSCME Local 52
34 Statewide PAC and governed by the Rules of Operation that have been approved by the
35 ASEA/AFSCME Local 52 Political Action Directors. The PAC is not a committee under
36 the jurisdiction of the Union.

37 **2.03.050 Rural Advisory Committee**

38 The Rural Advisory Committee shall be comprised of the president of each rural chapter
39 of ASEA/AFSCME Local 52. The Rural Representative on the State Executive Board
40 shall serve as liaison between the committee and the State Executive Board. The Rural
41 Advisory Committee will meet telephonically at least quarterly. They may have one
42 face-to-face meeting annually in lieu of a telephonic meeting.

1 2.03.060 Women's Issues Committee

2 The Women's Issues Committee is created for members to address challenges,
3 inequalities, and recommendations for improving working conditions for ASEA women.
4 The Women's Issues Committee will meet telephonically at least quarterly and may meet
5 in a face-to-face meeting annually in lieu of a telephonic meeting.

6 2.03.070 Bush Community Committee

7 The Bush Community Committee is created for the Bush community members, to
8 address issues and concerns of chapters not on a road system and to look into economic
9 impacts and union opportunities. The committee will consist of up to ten (10) members
10 from Bush chapters. The State Executive Board Bush Representative will serve as a
11 liaison between the committee and the State Executive Board. The Bush Community
12 Committee will meet telephonically at least quarterly. They may have one face-to-face
13 meeting annually in lieu of a telephonic meeting.

14 2.03.080 Probation/Parole Committee

15 The Probation/Parole Committee is created to address issues and concerns of Probation
16 and Parole Officers. The committee will consist of up to ten (10) GGU members who are
17 Probation/Parole Officers from various regions. The State Executive Board Class I
18 Representative will serve as a liaison between the committee and the State Executive
19 Board.

20 2.03.090 Class I Committee

21 The Class I Committee is created for and comprised of GGU Class I members to
22 represent the needs of Class I employees. The ASEA/AFSCME Local 52 Class I
23 Executive Board representative shall be the Chair of the committee. The Committee
24 shall meet monthly by teleconference. Members of the Committee may meet face-to-face
25 at least annually in lieu of a telephonic meeting.

26 2.03.100 Next Wave Committee

27 The Next Wave Committee is created for ASEA members 35 years of age and under, to
28 address issues and concerns of these younger members. The Next Wave Committee will
29 meet telephonically at least quarterly and may meet in a face-to-face meeting annually in
30 lieu of a telephonic meeting.

31 **2.04.000 SPECIAL STATE EXECUTIVE BOARD COMMITTEES**

32 Special committees are appointed for a time-certain, providing a final report to the
33 ASEA/AFSCME Local 52 Executive Board no later than the conclusion of such
34 appointment or at the next regularly scheduled quarterly meeting, whichever comes first.
35 All special committee appointments shall cease to exist at end of time-certain.