

1 member of the Union upon request. A copy of the rules shall be sent to all
2 chapter presidents.

3 **2.02.020 Contract Negotiating Committee**

4 Members of the Contract Negotiating Committee shall be authorized to establish their
5 own rules of conduct and procedures concerning collective bargaining.

6 **2.03.000 APPOINTED COMMITTEES**

7 **2.03.010 Budget Committee**

8 The Budget Committee shall be established at each biennial convention of
9 ASEA/AFSCME Local 52.

10 **2.03.020 Election Committee**

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

- 14 A. The Election Committee shall consist of five (5) members: the committee chair
15 and one (1) member representing each of the four (4) geographic regions
16 (Anchorage, Fairbanks, Juneau, and Rural).
- 17 B. Members of the Election Committee shall serve for staggered terms of two (2)
18 years. The chair, appointed by the President and approved by the State Executive
19 Board, Fairbanks and Juneau members shall be appointed in even numbered
20 years. The Anchorage and Rural members shall be appointed in odd numbered
21 years. Appointments to the Election Committee shall be made before the start of
22 the election cycle, so that committee members shall be in place at least forty-five
23 (45) days prior to the mailing of nomination forms.
- 24 C. The State Executive Board may utilize the Election Committee in membership
25 balloting other than officer elections.
- 26 D. Upon receiving the State Executive Board notice to hold an officer election, the
27 Election Committee shall execute all officer elections in accordance with the
28 elections process established in the constitutions of ASEA/AFSCME Local 52
29 and AFSCME, and the AFSCME Elections Manual, and Policy 22.00.000 of this
30 manual.
- 31 E. The Election Committee should hold their organizational meeting no later than
32 thirty (30) days prior to the mailing of nomination forms. The committee shall
33 elect a secretary to keep the minutes of the committee.

34 **2.03.030 Grievance Review Committee**

- 35 A. The members of the Grievance Review Committee shall consist of eight (8)
36 experienced stewards, with two from Anchorage, two from Juneau, two from
37 Fairbanks, and two from Rural Alaska. Appointments are for three years.
38 Grievance Committee members will be appointed by the President with the
39 approval of the ASEA/AFSCME Local 52 State Executive Board. The President
40 shall designate the Chair of the Grievance Review Committee. Members are

1 allowed to serve subsequent appointments as long as they remain stewards, work
2 in the location for which they were assigned to represent, and that they meet
3 training requirements noted in Section C, below. No members of the
4 ASEA/AFSCME Local 52 State Executive Board may be appointed to the
5 Grievance Review Committee.

6 B. For the purpose of this Policy and Procedure, an experienced steward is defined
7 as an ASEA member who is an elected steward and has at least two years of
8 steward experience prior to appointment to the Grievance Review Committee.

9 C. ASEA/AFSCME Local 52 will provide mandatory annual training for all
10 committee members, and initial training for all newly appointed committee
11 members. Newly appointed members must receive training within six months of
12 their appointment. Failure to meet the training requirements is grounds for
13 removal from the committee.

14 **2.03.031 Right of Appeal**

15 A. Each General Government Unit member is entitled to have disputes with the State
16 promptly considered by the Union. This Grievance Review Policy is applicable
17 to all grievances covered by Article 16 of the current Collective Bargaining
18 Agreement or the comparable provision of any successor agreement. Appeals are
19 not available for complaints, as defined in Article 15 of the current Collective
20 Bargaining Agreement, or the comparable provision of any successor agreement,
21 nor does it apply to classification reviews (Article 17) or performance evaluations
22 and incentives (Article 18), or the comparable provisions of any successor
23 agreement. The following actions may be appealed by the member pursuant to
24 this Grievance Review Policy:

- 25 1. The refusal to advance a grievance at any step;
- 26 2. Any disagreement regarding a proposed settlement; or,
- 27 3. The decision whether to proceed to arbitration.

28 The jurisdiction of the Grievance Review Committee is limited to Items 1., 2., and
29 3. above. Other disputes, such as disagreements over hearing strategy, witnesses,
30 and decisions falling within the discretion of the Business Agent or Business
31 Manager, are not subject to this Grievance Review Policy.

32 B. All members are entitled to appeal in writing any of the above-described actions
33 to the Union's Grievance Review Committee.

34 C. Upon certified receipt of the Union's notice that it will not proceed with the
35 grievance (as defined in Paragraph 1) the member may file a written appeal. The
36 member's appeal must be received by the Union, or postmarked within 10
37 calendar days of the member's receipt of the Union's notice.

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

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

44 F. All proceedings shall be confidential, unless the member filing the appeal waives
45 confidentiality. All documents produced in support of or in opposition to any
46 appeal shall not be distributed to anyone other than the Business Agent, the

1 member, the Business Manager, and the members of the Committee hearing the
2 appeal. Such documents shall become a permanent part of the Union's grievance
3 file.

4 **2.03.032 Standards of Review**

- 5 A. A panel comprised of members of the Grievance Review Committee shall meet as
6 needed to hear all pending appeals. The members of each Panel will be selected
7 by the Chair, who shall designate one Panel member to serve as Panel Chair. The
8 Business Manager (or his/her designee) will coordinate the hearing schedule. The
9 Panel shall not consist of co-workers of the appealing members. Any Panel
10 member who is biased or may appear to be biased shall withdraw.
- 11 B. Business leave will be authorized only for Panel members, for both preparation
12 and hearings. GGU members who are appealing decisions to the Panel shall be
13 responsible for their own expenses.
- 14 C. The Business Manager will forward all paperwork pertaining to the appeal issue
15 to the Hearing Panel members for review and to better prepare themselves to hear
16 the appeal. Panel members must safeguard all hearing documents from public
17 view.
- 18 D. Neither ASEA/AFSCME Local 52 nor the appellant will be entitled to more than
19 two witnesses – in addition to the appellant, Steward, Business Agent, and
20 Business Manager – unless a request for additional witnesses is made in writing
21 and received 10 calendar days prior to the date of the hearing. Hearings may be
22 conducted telephonically. Advance notice of the hearing shall be adequate to
23 arrange the presence of other witnesses deemed necessary by the participants or
24 the Panel.
- 25 E. At the hearing the parties may present evidence and arguments. The right of the
26 parties to hear and cross-examine all witnesses shall be respected. The Panel
27 Chair shall assure that each side has a reasonable opportunity to present its case.
28 However, he/she may limit the length of testimony and make reasonable rulings
29 to expedite the proceedings, subject to review by the entire Panel.
- 30 F. If the panel needs additional information, it shall act together and not separately
31 in requesting additional information be provided by the Union staff or appellant.
32 The Panel members shall avoid individual contact with any party or witness
33 during the appeal process with regard to the subject of the appeal. In the event
34 additional information is requested, the hearing shall be postponed until the next
35 Panel meeting, at which time the Panel will hear and decide the appeal.
- 36 G. Once the Panel has heard all the evidence and arguments presented at the hearing,
37 the Panel shall deliberate in closed session. Such deliberations shall be
38 confidential.
- 39 H. In making a decision, the Panel may consider the following:
40 1. all information provided to them by the parties, so long as both parties
41 have had an opportunity to review and respond to the evidence;
42 2. the Union's budget for grievance/arbitration processing;
43 3. the testimony and credibility of witnesses; and,
44 4. any other evidence or considerations which are necessary to an equitable
45 determination of the appeal.

- 1 The Panel may not consider facts, rumors, documents or other information, which
2 are not a part of the grievance file or supplied by the parties at the hearing.
- 3 I. The Panel shall not overturn the decision of the Union staff unless the evidence
4 establishes that ASEA/AFSCME Local 52 has acted in an arbitrary or
5 discriminatory manner, or in bad faith.
- 6 J. 1. If an appeal is granted, the Panel may:
7 (a) direct the grievance be advanced through Step IV;
8 (b) direct the settlement be rejected and the Union to proceed to
9 arbitration; or
10 (c) direct the grievance be advanced to arbitration.
- 11 2. If an appeal is denied, the Panel shall affirm the decision made by the
12 Union.
- 13 K. The Panel's decision shall be final and binding on the Union and the member.
14 However, the Panel may reconsider their decision if, and only if, new evidence
15 becomes known after the decision has been issued that may have caused the Panel
16 to decide the case differently. The final decision may not be appealed to the
17 Union's State Executive Board or other Union board or officer.
- 18 L. The Panel's decision shall be sent in writing to the member with a copy to the
19 Business Manager, within 10 calendar days of the Panel's decision.

20 **2.03.040 Pioneer Home Advisory Committee**

21 **2.03.050 ASEA/AFSCME Local 52 Political Action Committee**

22 As it is prohibited under APOC Regulations to use ASEA/AFSCME Local 52 dues
23 money for any partisan political purposes, all voluntary political contributions are to be
24 placed under the control of the ASEA/AFSCME Local 52 Statewide PAC and governed
25 by the Rules of Operation that have been approved by the ASEA/AFSCME Local 52
26 Political Action Directors. The PAC is not a committee under the jurisdiction of the
27 Union.

28 **2.03.060 Rural Advisory Committee**

29 The Rural Advisory Committee shall be comprised of the president of each rural chapter
30 of ASEA/AFSCME Local 52.

31 **2.03.070 Women's Issues Committee**

32 The Women's Issues Committee shall be comprised of two (2) members from each
33 region (as defined in Article 7.02 of the ASEA/AFSCME Local 52 Constitution) and the
34 AFSCME International Women's Committee member to address challenges, inequalities,
35 and improving working conditions for ASEA women. The committee will have the
36 opportunity to meet at least quarterly and attend at least one (1) workshop or conference
37 specific to Women's Issues during the year.

38 **2.03.071 Rules and Operations**

39 The Rules and Operations of the ASEA/AFSCME Local 52 Women's Issues Committee
40 is governed solely by this Article of the ASEA/AFSCME Local 52 Policies and