



POLICIES and PROCEDURES

*(Revised and, with due notice,
Approved 9/7/2011)*

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ASEA/AFSCME Local 52, AFL-CIO POLICIES and PROCEDURES
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1 **CODE OF ETHICAL PRACTICES**..... **59**

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PREAMBLE

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1. All prior policies and procedures shall be rescinded upon the adoption of the following policies and procedures by the State Executive Board.
2. These policies and procedures shall be subject to all applicable state and federal laws.
3. ASEA/AFSCME Local 52 and its State Executive Board shall at all times be subject to the AFSCME International Constitution, the ASEA/AFSCME Local 52 Constitution, the AFSCME Financial Standards Code, the Financial Accounting Standards Board (FASB) Financial Standards Code, and the Collective Bargaining Agreements of bargaining units for which ASEA/AFSCME Local 52 is the legal representative or party thereto.
4. This Preamble is considered policy.

1 **1.00.000 CHAPTER GUIDELINES**

2 **1.01.000 REPORTING REQUIREMENTS**

- 3 A. Chapters will provide the ASEA/AFSCME Local 52 Executive Board with a fiscal
4 (July 1 through June 30) year-end accounting of funds expended. The fiscal year
5 report will be provided through the ASEA/AFSCME Local 52 Business Manager
6 within one month following June 30 close of business. These financial reports will be
7 used to determine chargeable, partially chargeable, or non-chargeable expenses under
8 the Hudson Decision (please read policy on the Hudson Decision for full information).
- 9 B. In addition, chapters will provide the ASEA/AFSCME Local 52 Executive Board
10 (through the Business Manager) with the following:
- 11 1. Chapter bylaws.
 - 12 2. A current list of Stewards with phone numbers.
 - 13 3. Lists of officers.
 - 14 4. Minutes of Chapter Executive Board and Chapter membership meetings.
- 15 C. The report will be signed by the Chapter President, Secretary, and Treasurer prior to
16 submission to and acceptance by the ASEA Headquarters. The ASEA Headquarters
17 will provide the forms for submission of the report.
- 18 D. After thirty (30) days' notice to the chapter, the Business Manager shall withhold
19 support checks from chapters that are not in compliance with the reporting
20 requirements. Chapters will receive all monies withheld upon compliance with
21 reporting requirements.

22 **1.02.000 GUIDELINES FOR STAFF ASSISTANCE TO CHAPTERS**

23 All Chapter requests for assistance shall be treated in the same manner.

- 24 A. Use of ASEA/AFSCME Local 52 Office meeting space for local Chapter meetings is
25 permitted and encouraged, as an economical means of holding chapter meetings.
- 26 B. A request for meeting space should be made ten (10) days prior to the actual meeting
27 date. Less notice is permissible if deemed an emergency by the Chapter board of
28 officers and requested by the president or secretary.
- 29 C. Union staff may be present at all meetings but at no additional expense to the union or
30 chapter.
- 31 D. Chapter members using the office space will straighten up the room and leave it neat.
- 32 E. Long distance calls may be made from ASEA/AFSCME Local 52 offices only for
33 Union-related business purposes. The local Chapter may be billed for the actual cost of
34 each long distance call and reimbursement made to the Union.
- 35 F. Use of copying equipment is allowed for official chapter business only. Number of
36 copies will be noted on a copy log located at the copier.
- 37 G. Chapters may be billed for copying, not to exceed six cents per page. No copying
38 charges will be incurred when copies are made on chapter purchased paper.
- 39 H. Production of printed notices and distribution of Chapter meeting notices will not
40 normally be done by Union staff.

- 1 I. Any mailings done by Union staff for Chapter business will require prior approval of
- 2 the Business Manager, and costs will be billed to the Chapter.
- 3 J. E-mail notification of Local Chapter meetings, special events, and informational notices
- 4 will be done by Union staff.
- 5 K. Business Leave for Chapter Use. The Business Manager may authorize the use of
- 6 Business Leave if, in his/her sole judgment, the proposed use would benefit a chapter.
- 7 L. Chapter presidents in Anchorage, Fairbanks, and Juneau will be granted
- 8 independent access to the local union office under the following conditions:
 - 9 1. Upon swearing into office, chapter presidents in Anchorage, Fairbanks, and
 - 10 Juneau will sign a liability agreement and a confidentiality statement.
 - 11 2. Chapter presidents will ensure the union office is secured after their use of
 - 12 the union office.
 - 13 3. At the end of each business day, staff will secure all documents containing
 - 14 confidential information.

15 **1.02.010 Newsletters**

16 Staff shall not prepare Chapter newsletters.

17 **1.02.020 Websites**

- 18 A. ASEA Anchorage Headquarters shall periodically review the content of Chapter
- 19 website postings to ensure such content is consistent with the goals and objectives
- 20 of the Union.
- 21 B. Chapters and Committees must secure approval from the Business Manager to
- 22 establish website or social networking accounts or postings.

23 **1.03.000 *HIRING OF CHAPTER STAFF PERSONNEL***

24 Chapters may not hire employees.

25

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 the
21 ASEA/AFSCME Local 52 Constitution. ASEA/AFSCME Local 52 members in
22 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 ASEA/AFSCME
26 Local 52 Judicial Panel, the decision of jurisdiction will be made by the State
27 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 chapter
40 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 2.02.021 Collective Bargaining Information

7 During the collective bargaining process, in order to assure that all members are informed
8 of critical collective bargaining issues, the Union will provide the membership with regular
9 updates on negotiations and other collective bargaining information acceptable to the
10 Contract Negotiating Committee of ASEA/AFSCME Local 52

11 **2.03.000 APPOINTED COMMITTEES**

12 2.03.010 General

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

14
15 A. APPOINTMENTS: All committee members shall be appointed in accordance with
16 Article 8.04 of the ASEA/AFSCME Local 52 Constitution.

17 B. COMPOSITION: Appointed committees shall consist of up to ten (10) members.
18 Two (2) members each from the Central region, the Northern region, and the
19 Southeast region; one (1) member each from the Bush and Rural regions; and two
20 (2) At-Large seats.

21 C. TERMS: Members of each committee shall serve for a term of three (3) years
22 from date of appointment.

23 D. COMMITTEE CHAIR: The President shall designate a Chair from the committee
24 members with confirmation from the State Executive Board. The Chair's term of
25 appointment shall be for the duration of his/her regular appointment.

26 E. FUNDRAISING: Committees may conduct fundraising activities subject to
27 approval by the Business Manager. Funds received from fundraising efforts shall
28 be placed in the ASEA/AFSCME Local 52 general account. The State Executive
29 Board may allocate those funds to the appropriate Committee.

30 F. LIAISON: Committees listed in 2.03.050 through 2.03.080 and 2.03.100 will
31 have a designated State Executive Board liaison appointed by the President, with
32 concurrence from the Board. Liaisons will have a voice but no vote and cannot
33 serve as chair.

34 2.03.020 Election Committee

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

38 A. The Election Committee shall consist of six (6) members: the committee chair and
39 one (1) member representing each of the five (5) geographic regions (Central,
40 Northern, Southeast, Bush and Rural).

- 1 B. Appointments to the Election Committee shall be made before the start of the
2 election cycle, so that committee members shall be in place at least forty-five (45)
3 days prior to the mailing of nomination forms.
- 4 C. The State Executive Board may utilize the Election Committee in membership
5 balloting other than officer elections.
- 6 D. Upon receiving the State Executive Board notice to hold an officer election, the
7 Election Committee shall execute all officer elections in accordance with the
8 elections process established in the constitutions of ASEA/AFSCME Local 52 and
9 AFSCME, and the AFSCME Elections Manual, and Policy 22.00.000 of this
10 manual.
- 11 E. The Election Committee should hold their organizational meeting no later than
12 thirty (30) days prior to the mailing of nomination forms. The committee shall
13 elect a secretary to keep the minutes of the committee.

14 2.03.030 Grievance Review Committee

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

34 2.03.031 Right of Appeal

- 35 A. Each General Government Unit member is entitled to have disputes with the State
36 promptly considered by the Union. This Grievance Review Policy is applicable to
37 all grievances covered by Article 16 of the current Collective Bargaining
38 Agreement or the comparable provision of any successor agreement. Appeals are
39 not available for complaints, as defined in Article 15 of the current Collective
40 Bargaining Agreement, or the comparable provision of any successor agreement,
41 nor does it apply to classification reviews (Article 17) or performance evaluations
42 and incentives (Article 18), or the comparable provisions of any successor

1 agreement. The following actions may be appealed by the member pursuant to this
2 Grievance Review Policy:

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

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

- 10 B. All members are entitled to appeal in writing any of the above-described actions to
11 the Union's Grievance Review Committee.
- 12 C. Upon certified receipt of the Union's notice that it will not proceed with the
13 grievance (as defined in Paragraph 1) the member may file a written appeal. The
14 member's appeal must be received by the Union, or postmarked within 10 calendar
15 days of the member's receipt of the Union's notice.
- 16 D. Questions of timeliness shall be decided by the Grievance Review Committee.
17 Circumstances beyond the member's control which delay the filing of an appeal
18 may be considered by the Grievance Review Committee.
- 19 E. Appeals will be processed in an expedited manner. A panel of three (3) members
20 of the Grievance Review Committee shall meet as needed to hear and decide
21 pending appeals.
- 22 F. All proceedings shall be confidential, unless the member filing the appeal waives
23 confidentiality. All documents produced in support of or in opposition to any
24 appeal shall not be distributed to anyone other than the Business Agent, the
25 member, the Business Manager, and the members of the Committee hearing the
26 appeal. Such documents shall become a permanent part of the Union's grievance
27 file.

28 2.03.032 Standards of Review

- 29 A. A panel comprised of members of the Grievance Review Committee shall meet as
30 needed to hear all pending appeals. The members of each Panel will be selected by
31 the Chair, who shall designate one Panel member to serve as Panel Chair. The
32 Business Manager (or his/her designee) will coordinate the hearing schedule. The
33 Panel shall not consist of co-workers of the appealing members. Any Panel
34 member who is biased or may appear to be biased shall withdraw.
- 35 B. Business leave will be authorized only for Panel members, for both preparation and
36 hearings. GGU members who are appealing decisions to the Panel shall be
37 responsible for their own expenses.
- 38 C. The Business Manager will forward all paperwork pertaining to the appeal issue to
39 the Hearing Panel members for review and to better prepare themselves to hear the
40 appeal. Panel members must safeguard all hearing documents from public view.
- 41 D. Neither ASEA/AFSCME Local 52 nor the appellant will be entitled to more than
42 two witnesses – in addition to the appellant, Steward, Business Agent, and
43 Business Manager – unless a request for additional witnesses is made in writing
44 and received 10 calendar days prior to the date of the hearing. Hearings may be

1 conducted telephonically. Advance notice of the hearing shall be adequate to
2 arrange the presence of other witnesses deemed necessary by the participants or
3 the Panel.

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

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

15 G. Once the Panel has heard all the evidence and arguments presented at the hearing,
16 the Panel shall deliberate in closed session. Such deliberations shall be
17 confidential.

18 H. In making a decision, the Panel may consider the following:

- 19 1. all information provided to them by the parties, so long as both parties have
20 had an opportunity to review and respond to the evidence;
- 21 2. the Union's budget for grievance/arbitration processing;
- 22 3. the testimony and credibility of witnesses; and,
- 23 4. any other evidence or considerations which are necessary to an equitable
24 determination of the appeal.

25 The Panel may not consider facts, rumors, documents or other information, which
26 are not a part of the grievance file or supplied by the parties at the hearing.

27 I. The Panel shall not overturn the decision of the Union staff unless the evidence
28 establishes that ASEA/AFSCME Local 52 has acted in an arbitrary or
29 discriminatory manner, or in bad faith.

30 J. 1. If an appeal is granted, the Panel may:

- 31 (a) direct the grievance be advanced through Step IV;
- 32 (b) direct the settlement be rejected and the Union to proceed to
33 arbitration; or
- 34 (c) direct the grievance be advanced to arbitration.

35 2. If an appeal is denied, the Panel shall affirm the decision made by the
36 Union.

37 K. The Panel's decision shall be final and binding on the Union and the member.
38 However, the Panel may reconsider their decision if, and only if, new evidence
39 becomes known after the decision has been issued that may have caused the Panel
40 to decide the case differently. The final decision may not be appealed to the
41 Union's State Executive Board or other Union board or officer.

42 L. The Panel's decision shall be sent in writing to the member with a copy to the
43 Business Manager, within 10 calendar days of the Panel's decision.

1 **2.03.040 ASEA/AFSCME Local 52 Political Action Committee**

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

8 **2.03.050 Rural Advisory Committee**

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

14 **2.03.060 Women's Issues Committee**

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

19 **2.03.070 Bush Community Committee**

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

27 **2.03.080 Probation/Parole Committee**

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

33 **2.03.090 Class I Committee**

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

1 2.03.100 Next Wave Committee

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

6 **2.04.000 SPECIAL STATE EXECUTIVE BOARD COMMITTEES**

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

11 **2.05.000 COMMITTEES REQUIRED UNDER COLLECTIVE BARGAINING**
12 **AGREEMENTS**

13 2.05.010 General Government Unit Labor-Management Committees

14 Labor-Management Committees or any committee provided for by the GGU Collective
15 Bargaining Agreement shall be appointed and coordinated by the professional staff of the
16 Union.

17

1 **3.00.000 AFFILIATIONS**

2 **3.01.000 Alaska Federation of Labor – Congress of Industrial Organizations**

3 ASEA/AFSCME Local 52 is a constituent member of the Alaska AFL-CIO and has
4 representation rights to that organization, as outlined in **the** Alaska AFL-CIO constitution.
5 This representation is a contingent of delegates who represent ASEA at the Alaska AFL-
6 CIO biennial convention, and a number of vice presidents who represent ASEA in
7 accordance with the Alaska AFL-CIO constitution.

8 **3.01.001 Alaska AFL-CIO Convention Delegates**

- 9 A. The Alaska AFL-CIO constitution establishes the number of delegates that ASEA
10 may send to the biennial convention, but does not set forth the manner by which
11 the delegates are selected, with one exception, as noted below.
12 B. Under the Alaska AFL-CIO constitution, the business manager is automatically a
13 delegate to the Alaska AFL-CIO biennial convention. The business manager is
14 eligible to represent ASEA by authority of Article 4.02 of the ASEA constitution.
15 C. The President shall submit to the board a list of proposed delegates for approval.
16 Persons nominated as delegates must be members in good standing and registered
17 to vote in the State of Alaska. The President shall serve as the chair of the
18 delegation. If unable to serve as a delegate, the President shall appoint the chair of
19 the delegation.

20 **3.01.002 Alaska AFL-CIO Vice Presidents**

- 21 A. The Alaska AFL-CIO constitution establishes the number of vice presidents who
22 represent ASEA on the Alaska AFL-CIO executive board.
23 B. The business manager is automatically designated a vice president from ASEA's
24 allotment per the Alaska AFL-CIO constitution.
25 C. The delegation chair shall confer with the delegates to determine who from the
26 delegation shall fill the remainder of the vice president allotment. The chair shall
27 submit the names to the Alaska AFL-CIO president for election. The term of
28 office is two (2) years, terminating at the succeeding biennial convention.
29 D. Should a vacancy in the office of vice president occur during the period between
30 conventions, the ASEA President shall appoint a member in good standing, subject
31 to approval from the board, to complete the remainder of the unexpired term.

32 **3.01.003 Alaska AFL-CIO Central Labor Councils**

- 33 A. If a Central Labor Council (CLC) exists within the geographic area covered by a
34 chapter of ASEA, the chapter president shall, with approval of the chapter
35 executive board, appoint representatives to the CLC. CLC representatives must be
36 members in good standing.
37 B. If more than one (1) chapter falls within the geographic boundaries of a CLC, then
38 the chapter with the greatest number of members shall have first pick of
39 designating a representative to the CLC. The next largest chapter shall pick

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1 second, and so on until all positions on the CLC have been filled. Should a chapter
2 decline to appoint a representative, the chapter closest to the regular meeting place
3 of the CLC shall have the option to appoint all remaining representatives.
4

1 **4.00.000 STATE EXECUTIVE BOARD PROTOCOL**

2 **4.01.000 ABSENCES**

- 3 A. If a board member contacts the President of the Board in advance of a board
4 meeting that the member cannot attend, the President shall determine if that
5 represents an excused absence and will report that decision to the Board after the
6 meeting is called to order.
- 7 B. The State Executive Board will offer the opportunity to all absent board members
8 to join in meetings via teleconference.

9 **4.01.010 Voluntary Bumping**

10 Any board member who voluntarily bumps for a free ticket and misses a board business
11 meeting will:

- 12 1. Use their free ticket for the next out-of-town business meeting,
13 2. Forfeit per diem for that day, and
14 3. Receive an unexcused absence.

15 **4.02.000 MEETINGS**

16 **4.02.010 Scheduling**

17 The State Executive Board will continue its good-faith efforts to schedule board meetings
18 at times not in conflict with the regular work schedules of board members. Whenever
19 such good-faith scheduling is impossible, board members shall either have access to
20 business leave bank or, in the absence of business leave bank, shall be reimbursed for
21 regular wages due to travel to and participation in and travel from board meetings.

22 **4.02.015 Unscheduled Meetings**

- 23 A. Request of a Majority. In accordance with Article 8.01 of the ASEA/AFSCME
24 Local 52 Constitution, the President or a majority of the State Executive Board
25 may call a meeting in addition to the regularly scheduled quarterly meetings. If the
26 President, or in his or her absence the Secretary, fails to respond to the requests of
27 a majority of the State Executive Board to set up a meeting within a 24-hour
28 period, then the Business Manager shall be notified by a majority of the Executive
29 Board to request a meeting, he or she shall then determine if a quorum will be met
30 and, if so, set up the meeting immediately and notify the chapter presidents of the
31 purpose of the meeting. If the President, Secretary, or Treasurer are absent, the
32 remaining board members shall select a chair by a vote of the majority.
- 33 B. Teleconferences. The State Executive Board interprets our constitution in regards
34 to meetings by teleconference as follows: (1) Insofar as there is no express
35 prohibition in our written current constitution; and, (2) insofar as past practice
36 over the 12 years ASEA/AFSCME Local 52's operations since its inception has
37 allowed and used telephonic meetings to conduct business, teleconferences will be

1 officially considered as appropriate alternate means to conduct board meetings
2 when necessary.

3 **4.02.020 Agenda**

- 4 A. Two weeks prior to the development of the agenda, the Union's staff shall notify
5 all State Executive Board members that agenda items are being solicited.
6 B. The Business Manager, under guidance of the Secretary, is directed to prepare or
7 cause to be prepared a document consisting of at least:
8 1. An outline of the agenda.
9 2. Time, date, and place of board meeting.
10 C. In the event of special board meetings, with the exception of notice to address a
11 Special Rule of Order (see Policy 98.00.000), the board members will be notified
12 of the agenda by phone 24 hours in advance of the meeting. Where practical,
13 chapter presidents will also be notified.

14 **4.02.030 Meeting Packets**

15 A copy of the policies and procedures manual shall be provided to each board member.

16 **4.03.000 RULES OF STATE EXECUTIVE BOARD MEETINGS**

- 17 A. The President may appoint a timekeeper before each meeting.
18 B. Limitations on Speaking on an Issue.
19 1. The President may limit board members to speaking two (2) times on any
20 issue, two (2) minutes the first time and one (1) minute the second time, for
21 a total of three minutes. No one may speak for the second time until all
22 those seeking recognition have had an opportunity to speak.
23 2. Disruptive and disrespectful behavior may be censored by forfeiture of the
24 offending board member's remaining debate time on the issue under
25 immediate discussion.
26 3. Board Member comments shall be limited to ten minutes, except at the
27 discretion of the Board.
28 C. Proxies will not be allowed.
29 D. A motion is not subject to debate until it has been made, seconded, and submitted
30 in writing to the Secretary on a motion form. If requested the Secretary shall read
31 the motion in its entirety.
32 E. An appeal of the decision of the President may not be entertained unless it has a
33 support of one-third (1/3) of the voting board members present.
34 F. Reports may be oral or written.
35 G. A report, other than those of the President and Business Manager, shall not exceed
36 30 minutes, unless the time limit is waived by the Board.
37 H. Should two or more board members raise their hand to speak at the same time; the
38 President will decide which member shall speak first. This decision is not subject
39 to debate.
40 I. No board member shall interrupt another's remarks except to rise to a point of
41 order or a question of privilege.

- 1 J. All signatories shall be established by the State Executive Board.
2 K. If not voted upon, written minutes of the State Executive Board will be
3 considered approved without objection at the end of the quarterly business session
4 in which they were presented.
5 L. All discussions during an executive session are confidential and must not be
6 discussed with any person other than a fellow board member who would have been
7 eligible to be in attendance during that executive session.

8 **4.04.000 PARLIAMENTARY PROCEDURES**

9 The board members will conduct their meetings as a large board in concert with and under
10 guidance of *Robert's Rules of Order, Newly Revised*, subject to policy and procedures set
11 within these Special Rules of Order of the State Executive Board. (Also reference Policy
12 4.03.000 above.)

13 **4.05.000 RECORDKEEPING**

14 **4.05.010 Minutes**

- 15 A. Within the time lines set out in Article 8.05 of the ASEA/AFSCME Local 52
16 Constitution, a board-approved draft version of any board meeting minutes will be
17 sent to all chapter presidents and all board members.
18 B. Written Committee Reports shall be attached to the minutes of the meeting in
19 which they were presented, to become part of the official record of the meeting.
20 C. The minutes of ASEA/AFSCME Local 52 may include the following:
21 1. Roll (those members present, absent, and/or guests)
22 2. Reports, and Presentations with exhibits upon request
23 3. All motions, inclusive of their amendments
24 4. Voting record of each motion.
25 5. Financial statements.
26 6. Summary of discussions.

27 **4.05.020 Polling**

- 28 A. The use of polls is limited to emergency and/or time-sensitive matters requiring
29 executive board action between scheduled meetings. Whenever possible
30 teleconferences should be considered in lieu of e-mail polls of the executive board.
31 B. Upon making a diligent attempt to contact all board members while conducting a
32 poll of the Board, the voting results on an issue shall be conveyed to the Board
33 within two (2) working days of such poll.
34 C. Polls shall be accepted with any minutes at the next quarterly meeting of the State
35 Executive Board and, after these voting results have been published and action has
36 been executed, polls are not subject to reconsideration but are amendable only to
37 correct any typographical errors in the poll for purposes of the record.

1 **4.05.030 Report of State Executive Board Actions**

2 In accordance with Article 8.01 of the ASEA/AFSCME Local 52 Constitution, the State
3 Executive Board shall report their actions to the delegates of each biennial convention of
4 ASEA/AFSCME Local 52. In addition to a record on the disposition of resolutions from
5 the prior biennial convention, the Secretary shall maintain a record of motions, activities,
6 and events over the two-year period, and submit such record for approval at the State
7 Executive Board's quarterly meeting prior to the convention, for publication to the
8 biennial convention delegation.

9 **4.05.040 State Executive Board Correspondence**

10 Occasionally, the Board will assign to the President, Business Manager, individual
11 members, or to a Subcommittee of the Board the responsibility to make inquiries, request
12 documents, conduct investigations, or otherwise communicate with third parties on behalf
13 of the Executive Board. The Secretary has the duty to maintain the official proceedings
14 and correspondence of the Executive Board. To assist the Secretary in maintaining an
15 accurate record of all officially authorized Board business, the President, Business
16 Manager, the chair of a subcommittee, and each individual member properly authorized
17 shall:

- 18 A. Provide to the Secretary a copy of all letters, e-mail, or facsimile purporting to be
19 official Executive Board business within 10 days of the date of issuance.
20 B. Provide to the Secretary a copy of any communication received in response to
21 items in paragraph A within 10 days of the receipt of such response.
22

23 The Secretary shall keep all official correspondence on file at the Union's headquarters
24 office. The Secretary shall report to the Board during quarterly meetings on all official
25 Executive Board correspondence sent and received.

26 **4.06.000 LEGAL REPRESENTATION**

27 **4.06.010 Attorney-Client Confidentiality**

- 28 A. The official union records, of any and all dialogue in consultation with any legal
29 counsel, shall be expunged. All consultation with legal counsel shall be considered
30 in executive session, for purpose of attorney-client confidentiality.
31 B. All State Executive Board members may not retain any written attorney-client
32 notes, reports, and documents that have been provided to or prepared by them in
33 executive session. All such materials must be returned immediately to the Business
34 Manager upon close of the executive session for disposal.

35 **4.06.020 Legal Contact**

36 No individual board member may contact outside Union counsel without prior approval of
37 the Business Manager or the Board for that expenditure, if any.

1 **4.07.000 ETHICS**

- 2 A. Members of the State Executive Board may not be hired into ASEA staff positions
3 for one year after leaving the Board.
4 B. Soliciting campaign contributions by ASEA Members from Staff is not allowed.
5 C. The State Executive Board has adopted an ASEA/AFSCME Local 52 Code of
6 Ethics. (See Appendix 1, Section 14.)
7

8 **4.08.000 VACANCIES**

9
10 **4.08.010 Election Process**

- 11 A. Vacancies on the board may be filled on a temporary basis in accordance with ASEA
12 Constitution Article 7.07.
13 B. When a board position becomes vacant, the Chair shall give notice to the board of the
14 intent to fill the vacant position. Upon notice, the Business Manager shall notify the
15 constituent members represented by the vacant position that any eligible members in
16 good standing may submit their name for consideration by the date given. The notice
17 process shall not be less than fifteen (15) days prior to the election.
18 C. During any regular or special meeting of the board that follows the notice of intent to
19 fill a vacant position, the Chair may open nominations of candidates from the remainder
20 of the board. Members nominated for office must meet the eligibility requirements for
21 that office and must have submitted a statement of interest.
22 D. If only one (1) member is nominated for the vacant position, then that member shall be
23 declared elected to that position. If more than one (1) member is nominated to fill the
24 vacancy, then the board shall proceed to conduct an election by secret ballot.
25 E. Ballot election. If a quorum of the board is present at the meeting, each board member
26 shall write his/her choice of candidate on a piece of paper and deposit it into a box (or
27 other suitable container) under the control of the business manager. At the request of a
28 majority of the board, the election may be conducted by mail. Mailed ballots shall be
29 enclosed in a sealed envelope, then inserted into an envelope addressed to the business
30 manager, with the board member's return address and signature on the outside
31 envelope, and postmarked by the designated date. The business manager shall tally the
32 votes and report the result to the Secretary (or acting Secretary). The Secretary shall
33 announce the vote tally to the board and declare the winner. The Business Manager
34 shall seal and store the ballots in the Union office for a period of one (1) year.
35

1 **5.00.000 TRAVEL AND EXPENSES**

- 2 A. Upon review of requests for reimbursement that are not specifically covered by this
3 policy, the President, Treasurer or the Business Manager shall recommend to the
4 Board, at its next regularly scheduled meeting, any additions to this policy that may be
5 necessary as a result of those reviews.
- 6 B. The Business Manager shall return denied expense reimbursement requests to those
7 submitting them. The returned expense requests should be accompanied with an
8 explanation for the denial. The return of a denied expense reimbursement request shall
9 constitute adequate response basis for an appeal to the Board should the member
10 choose to exercise their appeal rights.

11 **5.01.000 RESERVATIONS**

- 12 A. The Union Headquarters office will have staff make airline reservations and/or
13 hotel reservations for a block of seats and/or rooms as needed at the lowest rates
14 available, with airlines and/or hotels for all Union-sponsored meetings. If at all
15 possible, only establishments with bona fide Union agreements will be used.
16 Special considerations and/or changes at the personal preference of an individual
17 will be the responsibility of the individual; and any additional cost as a result will
18 be his/her responsibility.
- 19 B. Union staff will continue to make arrangements for conference rooms and/or meals
20 provided by ASEA/AFSCME Local 52.

21 **5.02.000 EXPENDITURES FOR UNION BUSINESS**

22 **5.02.010 Expense Report Form**

23 To seek reimbursement of personal expenses for union business, a member should
24 complete a Union Statement of Expenses, attach receipts, and submit it to Union
25 Headquarters for review and approval of the Business Manager.

26 **5.02.020 Reimbursement of Expense**

- 27 A. All expense reimbursement requests must be accompanied by receipts for the
28 expenditure. If reimbursement is asked for without a receipt, a written explanation
29 should be provided. If the request is for reimbursement of a meal, the expense form
30 should contain the names of the individuals present, the purpose and the date.
- 31 B. Each individual must submit to the Business Manager requests for reimbursement
32 within sixty (60) days of completion of the authorized union activity. Any expense
33 not approved by the Business Manager, may be appealed to the Board. Any
34 expense report that exceeds \$500.00 (five hundred and no/100 dollars) and is over
35 sixty (60) days past the date of completion of the authorized union activity must be
36 approved by the Executive Board.
37

1 **5.02.021 Hotel Upgrades**

- 2 A. When an individual is staying in a hotel, the Union will reimburse the cost of the room
3 plus tax only.
4 B. A member of the Union may not ask for an upgrade of any type while on Union
5 business, unless the member pays for it. However, reasonable accommodation for
6 physical or medical disabilities will be provided by the Union.
7

8 **5.02.022 Alcoholic Beverages**

9 No liquor charges shall be reimbursed.
10

11 **5.02.023 Transportation/Mileage**

- 12 A. Automobile rentals, while traveling on Union business shall only be reimbursed if pre-
13 approved by the Business Manager. In making that determination, items to be
14 considered shall be the expense for such a rental, the expense for alternate means of
15 transportation and the most efficient utilization of the individual's time. If the
16 individual will spend a great deal of their time waiting for alternate means of
17 transportation, an automobile rental may be pre-approved, even though the cost of that
18 rental might exceed the cost of alternate means of transportation.
19 B. The least expensive mode of ground transportation should be utilized. If airport
20 parking is to be reimbursed, the actual charges for the expected period to be absent
21 should not exceed the cost of cab fare.
22 C. Actual transportation costs will be reimbursed with the exception of the use of personal
23 conveyances, which will be reimbursed at the current rate allowable under the IRS
24 Code. The total expense is not to exceed the cost of coach airfare between an
25 individual's home and place of meeting.
26 D. All mileage reimbursement requests must be accompanied with an actual beginning and
27 ending odometer reading.
28 E. If the Board meeting/Union activity is held within the geographic area where a member
29 lives, that member will not be reimbursed for mileage.
30 F. When an ASEA/AFSCME Local 52 member is not at their regularly assigned work
31 location (duty station) and they must travel, ASEA/AFSCME Local 52 will only pay
32 the portion equivalent to the cost of the normal travel from and to their duty station.
33

34 **5.02.024 Airfare**

35 Any individual who is traveling on the business of the Union, and who, then, continues to
36 a different location for personal reasons, shall only be reimbursed by the Union for the
37 normal cost of the airfare and expenses to and from the destination for which the business
38 was conducted.
39

40 **5.02.025 Reservation Changes**

41 If changes to travel and/or hotel reservations paid by Union funds are made after purchase,
42 the individual traveling will be responsible for any additional charge if that change results
43 in additional fees or increased airfare.

1 If a change results in any monetary credit or refund, those funds are to be credited back to
2 the Union. Under no circumstance should any monetary credit or refund on any expenses
3 paid by Union funds be refunded to the person traveling or used for personal use.
4

5 **5.02.026 Meal Allowance**

- 6 A. When the Union provides lodging for a member traveling on Union business and when
7 a member is on travel status for at least three (3) hours, the member is entitled to a
8 meal allowance, as follows: midnight – 10:00 a.m., breakfast \$12.00; 10:00 a.m. – 3:00
9 p.m., lunch \$16.00; 3:00 p.m. – midnight, dinner \$32.00. This schedule will be
10 increased as provided in the most current State of Alaska Administrative Manual
11 (AAM) 60.250.
- 12 B. The meal allowance for the first and last days of travel will be prorated for the time in
13 actual travel status as provided in AAM 60.250.
- 14 C. At the discretion of the Business Manager, and in compliance with the IRS code, an in-
15 town taxable allowance of up to sixteen dollars (\$16.00) may be paid to any member
16 on Union business for a minimum of four (4) hours within the geographic area where
17 the member lives. If the four (4) hours of Union business extends beyond 6:30 p.m.,
18 the member may receive an additional meal allowance up to the limits listed in AAM
19 60.250.
- 20 D. Upon request by the member, a one-time advance of up to one hundred fifty dollars
21 (\$150.00) shall be made available to all members serving in statewide elected positions,
22 for attendance at approved training seminars, meetings, conferences, and conventions,
23 and such advance must be returned at the end of their service. Meal allowance checks
24 will be sent out after events, upon receipt of the voucher indicating attendance.
- 25 E. The Union will not pay a meal allowance to a member in instances where meals are
26 provided by the Union. If a union provided meal exceeds the allotted meal allowance
27 amount, the Business Manager shall have the discretion to approve. Members with
28 special dietary needs must pre-arrange any exceptions to this rule with the Business
29 Manager.
30

1 **6.00.000 HUDSON DECISION PROCEDURE**

2 A. ASEA/AFSCME Local 52's Hudson Procedure shall be approved by AFSCME
3 International prior to being provided to agency fee payers.

4 B. The ASEA/AFSCME Local 52 Hudson Procedure is being implemented in compliance
5 with the requirements of the U.S. Supreme Court's decision in Chicago Teachers,
6 Union Local No. 1, AFT, AFL-CIO v. Hudson, 475 U.S. 292, 106 S. Ct. 1066 (1986)
7 and Communications Workers v. Beck, 487 U.S. 735, 108 S. Ct. 2641 (1988).

8 C. The Business Manager shall have the authority and responsibility to obtain the approval
9 of AFSCME International for the ASEA/AFSCME Local 52 Hudson Procedure
10 including any amendments, shall ensure the procedure complies with the law, and shall
11 implement the Agency Shop provisions previously contained in Article 3.02 of the
12 collective bargaining agreement between ASEA and the State of Alaska effective from
13 July 1, 2003 through June 30, 2004.
14

1 **7.00.000**

2 [Deleted in its entirety]

3 **8.00.000 SEXUAL HARASSMENT**

4 Sexual Harassment will not be tolerated, and it shall be the intent of ASEA/AFSCME
5 Local 52 to maintain compliance with all applicable state and federal laws.

6

1 **9.00.000 STEWARDS**

2 The following procedures apply to all chapters.

3 **9.01.000 GOALS**

- 4 A. To adhere to the principles set forth in the ASEA/AFSCME Local 52 Constitution and
5 the AFSCME Constitution, especially regarding the rights of all members to due
6 process and the presumption of innocence until proven guilty.
7 B. To ensure that stewards perform their duties in a responsible, knowledgeable, and
8 effective manner.
9 C. To ensure that stewards fulfill their “duty of fair representation” to each and every
10 member, without exception.

11 **9.02.000 DUTIES AND RESPONSIBILITIES OF STEWARDS**

12 The duties and responsibilities of stewards shall be as prescribed in the most current
13 ASEA/AFSCME Local 52’s and AFSCME International’s Stewards Handbook.
14

15 **9.03.000 TRAINING OF STEWARDS**

- 16 A. All stewards will receive ASEA/AFSCME Local 52 or AFSCME steward training. It
17 is the responsibility of ASEA/AFSCME Local 52 professional staff to provide
18 mandatory statewide basic and advanced steward training at least every six (6) months.
19 B. The steward must take the mandatory basic training within six (6) months after
20 being elected or appointed in accordance with 9.05.000.C.3. Only the Business
21 Manager may excuse an absence. Two (2) consecutive unexcused absences from
22 either a basic or advanced training opportunity following election or appointment
23 shall result in decertification as a steward.
24 C. Following basic training, the steward shall complete at least four (4) hours of
25 advanced steward training annually. Failure to complete annual advanced training
26 for two (2) unexcused consecutive training opportunities when offered by the
27 Union shall result in decertification of the steward.
28 D. Chapter Chief Stewards shall provide training on an interim basis. The ASEA
29 professional staff will provide a training module for this purpose. Interim training
30 does not substitute for mandatory basic and advanced statewide training.
31 E. When possible experienced and trained stewards should mentor less experienced
32 stewards to provide continuity of service to members and aid in the training of
33 stewards.

34 **9.04.000 GUIDELINES FOR STEWARDS (Procedures)**

- 35 A. When working on members’ cases, it is strongly recommended that stewards work in
36 pairs. This allows a primary and secondary steward to function on each case, provides
37 a “witness” at key meetings, and the secondary is available whenever the primary
38 steward is not available.

- 1 B. It is the duty of stewards to develop and maintain a detailed case file of written records
2 and notes to effectively represent the member. Stewards should take extensive notes
3 during any meeting with management.
- 4 C. The steward's duty and role is to be an advocate for the member and not to be
5 concerned with their personal relationship with management. The steward's primary
6 job is to protect and defend the rights of every member.
- 7 D. If a member is in error, it is appropriate for the steward to provide counseling and to
8 inform the member of the potential repercussions. This counseling must always be
9 conducted in private and not communicated to management in any way.
- 10 E. On termination or written resignation as a steward, all confidential steward files shall be
11 conveyed to the appropriate business agent or Union office.
- 12 F. On termination or written resignation as a chief steward, all administrative files relating
13 to the duties, decisions, and chapter stewards shall be transferred to the successor chief
14 steward. If the former chief steward continues to serve as a steward, they shall retain
15 the confidential steward files. On termination of service as a steward, the confidential
16 member files will be conveyed in accordance with 9.04.000.E.

17 **9.05.000 SELECTION AND DISTRIBUTION OF STEWARDS**

- 18 A. The general policy of the Union is that there should be at least one (1) GGU
19 steward per thirty (30) GGU members. Chapters with less than thirty (30)
20 members shall have a steward. The City of Sitka shall have no more than six (6)
21 stewards.
- 22 B. To be eligible to become a steward, a member must be in good standing with
23 ASEA/AFSCME Local 52 for at least one (1) year. On-call, short-term non-
24 permanent employees are not eligible to become a steward.
- 25 C. Each chapter's executive board is responsible for conducting elections of stewards
26 within the following general policy guidelines.
- 27 1. The ASEA/AFSCME Local 52 Business Manager (or designee), through
28 the secretary or chief steward of each chapter, will provide a list of eligible
29 voters.
- 30 2. Public notification must be given no less than fifteen (15) days in advance
31 of the election of stewards.
- 32 3. In the event the required number of stewards is not filled by an election,
33 then the chief steward may appoint stewards with the approval of the
34 chapter executive board and verifying members' status with Union
35 professional staff.
- 36 D. The steward's term of office shall expire three months after the expiration of the
37 3 year Collective Bargaining Agreement. In the event a steward does not
38 complete the term, the chapter chief steward may appoint a steward in accordance
39 with 9.05.000.C.3.
- 40 E. The Business Manager will provide a current list of GGU stewards to the State
41 Department of Administration, and a current list of municipal stewards to the City of
42 Sitka.

1 **9.06.000 STATEWIDE STEWARD STRUCTURE**

2 9.06.010 Chapter Steward Committee

- 3 A. Each chapter shall have a steward committee.
- 4 B. Stewards in a chapter shall make up the Chapter Steward Committee.
- 5 C. The Chapter Steward Committee shall have a Chief Steward elected by the
- 6 stewards from the Chapter Steward Committee.
- 7 D. All chapter stewards work under the general direction of the chapter chief steward
- 8 and the ASEA/AFSCME Local 52 professional staff.
- 9 E. The Chief Steward's term of office shall run concurrently with his/her term as an
- 10 elected steward.
- 11 F. In the event a chapter has only one steward that steward shall be the Chief
- 12 Steward.

13 9.06.020 Statewide Chief Stewards Committee

- 14 A. The Union shall have a Statewide Chief Stewards Committee whose mission is to
- 15 communicate and exchange information pertaining to steward issues.
- 16 B. The Statewide Chief Stewards Committee shall be made up of the chapter chief
- 17 stewards.
- 18 C. The Statewide Chief Stewards Committee shall have a chair who shall be elected
- 19 by a majority of the Chief Stewards. Election of a chair will be conducted by the
- 20 committee during the first meeting of each calendar year. If the chair position
- 21 becomes vacant, the committee will hold a special meeting to elect the chair.
- 22 D. The Statewide Chief Stewards Committee shall meet via teleconference at least
- 23 twice each calendar year.

24 9.06.030 Member Action Team

- 25 A. Member Action Team (MAT) shall be in place in the chapter using the MAT
- 26 structure.
- 27 B. Stewards and union officers shall be part of MAT.

28 **9.07.000 DISCIPLINE AND REMOVAL OF STEWARDS**

29 9.07.010 Steward Review Panel

- 30 A. The Statewide Steward Review Panel shall consist of the Chief Stewards from
- 31 Anchorage, Fairbanks, Juneau and one (1) from Rural and one (1) from Bush. The
- 32 rural and bush members shall be selected by their regional Chief Stewards.
- 33 B. A quorum of three (3) members is required.
- 34 C. The Chief Steward who is from the region where a complaint occurs shall be excluded
- 35 from that panel.

36 9.07.020 Procedures

- 37 A. Complaints against a steward.

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- 1 1. The Chairperson of the Statewide Stewards Review Panel will select two (2) or
2 more panel members to investigate written complaints received. The Panel
3 shall request a written response to the complaint by the steward involved.
- 4 2. Steward Review Panel members will not investigate complaints or vote on
5 issues involving their own work units, divisions, or departments within the
6 region of their designated seat.
- 7 3. Upon completion of the investigation, the Panel will make a written decision
8 whether to charge the steward or dismiss the complaint. A decision will be
9 based on the merit(s) of the complaint(s) and will require the concurrence of at
10 least two (2) panel members.
- 11 4. The Panel will submit all charges and recommendations to the Statewide Chief
12 Stewards Committee and Business Manager in writing, with a copy sent to the
13 charged steward. Charges need to provide specific reference to names, dates,
14 places, and the grounds for complaint. The Chief Stewards Committee shall
15 conduct a hearing to consider the action to be taken. A quorum of seven (7) is
16 required to conduct the hearing and take action. The steward shall have full
17 due process rights. A steward who is charged shall have the right to a hearing
18 before the ASEA/AFSCME Local 52 Judicial Panel.
- 19 B. In the event a complaint is brought against a chief steward, it is to be submitted to the
20 ASEA/AFSCME Local 52 Judicial Panel.
- 21 C. A steward **may** only be dismissed as a steward for a violation of **Article X** of the
22 AFSCME Constitution, or for the failure to perform their duties and responsibilities as
23 a steward.
- 24

1 **10.00.000**

2 [Deleted in its entirety]

3 **11.00.000 SEGREGATED ACCOUNTS**

4 **11.01.000 SETTLEMENT ACCOUNTS**

5 No segregated accounts shall be established without the authority of the State Executive
6 Board.

7 **11.02.000 BARGAINING & STRIKE RESERVE ACCOUNT**

8 11.02.010 Use of Assets

9 This Account was established December 23, 1999, to be managed and utilized to provide
10 benefits and funding to the General Governmental Unit as follows:

- 11 A. The Account's earnings shall be tracked from year-to-year and disclosed to the
12 membership as the Bargaining and Strike Reserve Account. The earnings may be
13 allocated by a vote of the Executive Board to provide funds to pay:
- 14 1. For approved expenditures to facilitate contract negotiations with the State
15 of Alaska,
 - 16 2. For bargaining or strike related activities, including member education
17 regarding contract or strike related issues.
- 18 B. The Account's assets may be used for other purposes, provided that:
- 19 1. The amount does not exceed 10 percent of the Account's assets on the
20 date of appropriation or the average asset balance during the current fiscal
21 year whichever is less, and
 - 22 2. A two-thirds majority vote is obtained.
- 23 C. The State Executive Board will review the operating account at least annually to
24 determine if additions to the Bargaining and Strike Reserve Account shall be made.

25 11.02.020 Investment Management

26 The State Executive Board shall utilize the services of an Investment Management
27 Consultant. The Investment Management Consultant shall report quarterly to the State
28 Executive Board and be responsible for advising the State Executive Board about the
29 selection and allocation of asset categories, the identification of specific assets and
30 investment managers within each asset category, the monitoring of the performance of all
31 selected assets, and the preparation and presentation of all appropriate reports. A
32 condensed report shall be made available to the membership for reporting purposes but in
33 no case does this prevent any member from obtaining a full report.

34 11.02.030 Investment Policy

35 The State Executive Board, in consultation with the Investment Management Consultant,
36 shall adopt and maintain an Investment Policy Statement. The Investment Policy
37 Statement shall provide the State Executive Board with the principles and guidelines
38 regarding decisions relating to how the management of the assets of the Account are made

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1 and shall be reflective of the fiduciary relationship that exists between the State Executive
2 Board, Investment Management Consultant, and the various individual money managers.
3

1 **12.00.000 UNION ACTIVITIES**

2 **12.01.000 MEMBERSHIP PARTICIPATION**

3 The ASEA/AFSCME Local 52 Executive Board will make every effort to promote
4 representative participation and involvement of all persons, regardless of race, creed,
5 color, national origin, sex, disability, age, sexual orientation, marital or parental status or
6 political belief.

7 **12.02.000 DISABILITY ACCOMMODATION**

8 Members who require accommodation for a disability must notify ASEA/AFSCME
9 Local 52 Headquarters of their needs at least one (1) week prior to an activity of the
10 Union or meeting of the State Executive Board.
11

1 **13.00.000**

2 Logo Use [Moved to 17.00.010]

3 **14.00.000 DUES/FEES**

4 **14.01.000 AFSCME COST OF LIVING ALLOWANCE INCREASES**

5 It is determined by the State Executive Board that the ASEA/AFSCME Local 52
6 Constitution should reflect those dues that have been authorized by the membership to be
7 collected, plus whatever the dues are that have been authorized by AFSCME. Therefore,
8 every time there is a change from AFSCME in dues, the Constitutional language in Article
9 5 of ASEA/AFSCME Local 52 should be amended to reflect those dues actually being
10 deducted from paychecks of ASEA/AFSCME Local 52 members/agency fee payers. Such
11 amendment to the language approved through AFSCME will not require ratification by
12 the membership or AFSCME because the mandate already exists within the approved
13 language of Article 5, Section 3, of the ASEA/AFSCME Local 52 Constitution.

14 **14.02.000 ALTERNATIVE PAYMENT OF OUTSTANDING UNION**
15 **DUES/FEES**

16 14.02.010 Outstanding Union Dues/Fees Agreement

17 A bargaining unit employee may enter into an Outstanding Union Dues/Fees Agreement
18 with the Union, where, upon signature, they agree to make bimonthly or monthly
19 payments over an agreed period of time until all outstanding dues/fees are paid. A
20 bargaining unit employee executing such an agreement shall not be considered in good
21 standing as a member of the Union until full payment is received.

22 14.02.020 In Lieu of Cash

23 A contribution to the Business Leave Bank may be made by a bargaining unit employee.
24 Such contribution shall be made in accordance with Sec. 26.05 of the current collective
25 bargaining agreement, with any remaining balance of the outstanding amount to be paid
26 directly to the Union.

27 **14.03.000 NEW HIRE**

28 New Bargaining Unit employees will commence paying dues/fees no later than the pay
29 period in which they work their 31st day.

30 **14.04.000**

31 (Deleted subsection in its entirety.)

32

1 **15.00.000 BUSINESS LEAVE**

2 Business Leave is an asset of the Union and is to be used for legitimate union business
3 only in accordance with the collective bargaining agreements of those bargaining units that
4 are represented by ASEA/AFSCME Local 52, subject to applicable state laws.

5 **15.01.000 REPORTING**

- 6 A. The Business Manager will give a report of Business Leave usage at each quarterly
7 meeting of the State Executive Board, including the union position or title of the
8 member and purpose for usage of such business leave.
- 9 B. A trust established by ASEA/AFSCME Local 52 shall be billed by
10 ASEA/AFSCME Local 52 for business leave used by its Board of Trustees in
11 conducting the business of the Trust.

12 **15.02.000 GENERAL USE**

- 13 A. Circumstances for which Business Leave shall be approved shall include but not be
14 limited to:
- 15 1. Serving on official committees of the Union.
 - 16 2. Participating as a grievant or serving as a witness in ASEA/AFSCME
17 Local 52 arbitrations.
 - 18 3. Serving as a member and/or alternate of the ASEA/AFSCME Local 52
19 Judicial Panel. No petitioner, respondent or witness of a Judicial Panel
20 hearing shall be eligible for business leave.
 - 21 4. Serving as an elected official on the ASEA/AFSCME Local 52 Executive
22 Board.
 - 23 5. Serving as a delegate to the ASEA/AFSCME Local 52 or AFSCME
24 biennial conventions.
 - 25 6. Serving as a trustee on a trust established by ASEA/AFSCME Local 52.
 - 26 a. Eligibility for Business Leave for Health Trustees shall be pre-
27 approved by the Business Manager with specific information
28 provided on justification for need and purpose. Such business leave
29 to be for ministerial duties and member claims appeals.
 - 30 7. Business Leave for Chapter Use, see Policy 1.02.000.K.
 - 31 8. Performing other official union business when pre-approved by the
32 Business Manager.
- 33

1 **16.00.000 CORPORATE CHARGE CARDS**

2 A. ASEA/AFSCME Local 52 shall maintain a corporate credit card account for the
3 business of the Union.

4 B. Individual corporate credit cards shall not be issued to board members.

5

1 **17.00.000 INFORMATION REQUESTS**

- 2 A. An Information Request Form must be completed by any member requesting
3 written information from the Union.
4 B. An Information Request Form will indicate the purpose for which the information
5 will be used.
6 C. Upon receipt of an Information Request Form the Business Manager will
7 acknowledge to the requestor within ten (10) days the receipt of the information
8 request and the latest date by which the information request will be completed.
9 Requests routinely will be completed within thirty (30) days unless circumstances
10 require an extended period of time.
11 D. Chapter requests will be given a higher priority for information requests, if the
12 information requested is time-sensitive and/or is required for Chapter elections.

13 **17.00.010 ASEA/AFSCME Local 52 Logo/Letterhead**

- 14 A. Any Statewide Executive Board Member wanting business cards may be allowed
15 to get up to 500 business cards.
16 B. The logo is not for general use by any member of the Union.
17 C. The Local 52 Logo and Letterhead may not be used on any newsletter,
18 publication, or communication without submission of the Information Request
19 Form and approval of the Business Manager. .
20 D. Chapters wishing to incorporate the Union's logo into their letterhead stationery
21 must submit a sample of the letterhead design for pre-approval by the Business
22 Manager.
23 E. Use of the Union's logo by chapters on promotional items must be pre-approved
24 by the Business Manager.

25 **17.01.000 MEMBERSHIP INFORMATION**

26 **17.01.010 Mailing Labels/Data**

- 27 A. Upon receipt of the information request from a chapter officer (Chapter President,
28 Secretary or Chief Steward) the Union shall provide to a mailing house the
29 electronic membership lists for newsletters, meeting announcements, and other
30 chapter purposes as determined by the chapter that are consistent with the
31 objectives and principles of ASEA/AFSCME Local 52. The request shall include a
32 sample of what will be distributed and indicate the purpose for which the
33 information will be used and certify to confine the use of the information to such
34 purpose. A mailing house will provide a confidentiality statement to the Union.
35 B. For all ASEA/AFSCME Local 52 election issues, please refer to Policy 22.00.000.

36 **17.01.020 Roster of Chapter Members**

37 Upon receipt of the information request from a chapter president, secretary, or chief
38 steward, the Union shall release a roster of chapter members which may include work
39 telephone numbers and work locations, to include departments and member status, for

1 chapter purposes as determined by the chapter that are consistent with the objectives and
2 principles of ASEA/AFSCME Local 52. The request shall indicate the purpose for which
3 the information will be used and certify to confine the information to such purpose.

4 **17.01.030 Requests for Financial Information**

5 Financial records shall be made available to union members to view in an ASEA office
6 utilizing the information request procedure. Where a union office is not accessible to the
7 member, ASEA Headquarters will coordinate with a local chapter officer or steward to
8 provide the requested information.

9

1 **18.00.000 FINANCIAL**

2 The Business Manager will report on the status of the Annual budget to the Board during
3 the Business Manager's Report at the State Executive Board meetings.

4 **18.00.010 Disbursement of Funds**

5 A. The disbursement of ASEA/AFSCME Local 52's union funds will be by ACH,
6 EFT, Wire Transfer or check and shall require the authorization by two Executive
7 Board Members specified in Article 8 of the ASEA/AFSCME Local 52
8 Constitution.

9 B. The Business manager shall have the authority to use electronic signatures in the
10 payroll and payables check writing process, insofar as either process involving
11 check creation meets all AFSCME Financial Standards Codes and FASB Codes.
12 Any utilization of the electronic signatures shall be under a secure environment
13 with ASEA/AFSCME Local 52 Headquarters.

14 C. The Business Manager shall approve all vouchers and payroll time sheets before
15 creation of any checks and advise slips for review by the authorized Executive
16 Board members. A Check Detail Report (Account Payable or Payroll) shall be
17 prepared by the appropriate accounting staff.

18 D. Upon completion of the Check Detail Report, the preparer shall initial and verify
19 the accuracy of the Check Detail Report.

20 E. The Check Detail Report will then be forwarded to the Treasurer (or his/her
21 board-approved designee) and, upon approval by the Treasurer (or his/her board-
22 approved designee); it shall then be presented to the President (or his/her board-
23 approved designee) for approval.

24 1. Review by the Treasurer (or his/her board-approved designee). The
25 Treasurer (or his/her board-approved designee) shall review the Check
26 Detail Report and, within 48 hours from receipt, shall notify the Business
27 Manager (or his/her designees) in person, or via a faxed copy of the Check
28 Detail Report bearing his/her signed approval, his/her approval to disburse
29 the payables and/or payroll expenditures. The Treasurer's copy of the
30 Check Detail Report bearing his/her original signature (or that of his/her
31 board-approved designee) shall then be forwarded to the appropriate
32 accounting staff at ASEA/AFSCME Local 52 Headquarters.

33 2. Review by the President (or his/her board-approved designee).

34 (a) Upon receipt of the Treasurer's (or his/her board-approved
35 designee) signed approval to disburse, the President (or his/her
36 board-approved designee) shall be provided with the Check Detail
37 Report signed by the Treasurer (or his/her board-approved
38 designee).

39 (b) The President (or his/her board-approved designee) shall review the
40 Check Detail Report and, within 24 hours from receipt, shall notify
41 the Business Manager (or his/her designees) in person, or via a
42 faxed copy of the Check Detail Report bearing his/her signed

1 approval, his/her approval to disburse the payables and/or payroll
2 expenditures. The President's copy of the Check Detail Report
3 bearing his/her original signature (or that of his/her board-approved
4 designee) shall then be forwarded to the appropriate Accounting
5 Department at ASEA/AFSCME Local 52 Headquarters.

6 3. In the event that the above timelines in E.1 and 2 are not met, the Business
7 Manager will have the authority to approve disbursements so payments are
8 made in a timely manner.

9 F. If upon review corrections need to be made to the payables and/or payroll, the
10 Business Manager (or his/her designees) shall be notified immediately by the
11 officer and the corrections, if appropriate, will be made by the appropriate
12 accounting staff.

13 G. Upon the President's (or his/her board-approved designee's) review and approval
14 to disburse the payables and/or payroll items from the check detail report,
15 electronic signatures shall be affixed to the corresponding checks by the
16 appropriate staff.

17 H. All payroll and payables files shall be available for review at ASEA Headquarters
18 for the State Executive Board members authorized in 18.00.010.A.

19 **18.00.020 Staff Authorizations**

20 The Board authorizes the Business Manager (or designee) to initiate required wire
21 transfers, EFT's, ACH's or checks for approval of the authorized Board members, to
22 obtain account balances and transfer funds within accounts.

23 **18.00.030 Expenditure Authorization**

24 The Business Manager shall have the authority to oversee and administer the adopted
25 operating and capital budget.

26

1 **19.00.000 TELECONFERENCES**

- 2 A. No meal allowance or other expenses, except business leave when required, shall
3 be paid for any teleconferences, unless authorized by the Business Manager.
- 4 B. For scheduling purposes, the Administrative Assistant shall be notified, whenever
5 possible, at least 24 hours before a teleconference is desired.

6

1 **20.00.000 RATIFICATION**

2 **20.01.000 DUES RATIFICATION**

- 3 A. The State Executive Board shall meet and certify that the proposed changes meet
4 all ASEA/AFSCME Local 52's and AFSCME's constitutional requirements.
- 5 B. The State Executive Board shall draft an informational briefing paper that will
6 accompany the ballots for the members with statements of the reasons for the dues
7 change. This briefing paper must be factual and objective.
- 8 C. The State Executive Board shall schedule informational meetings for the
9 membership during and prior to the balloting. These meetings shall be conducted
10 by members of the State Executive Board, and shall not be later than seven days
11 prior to the ballot counting.
- 12 D. The State Executive Board shall schedule the ratification vote.
- 13 E. Proxy voting will not be allowed.
- 14 F. Issues not addressed by this policy, or exceptions to this policy, shall be subject to
15 the approval of the State Executive Board prior to implementation.

16 **20.02.000 RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT**

- 17 A. The Contract Negotiating Committee spokesperson will sign all tentative
18 Collective Bargaining Agreements, upon approval of the Contract Negotiating
19 Committee.
- 20 B. Once a tentative Collective Bargaining Agreement has been reached, the Contract
21 Negotiating Committee or authorizing body shall inform the State Executive
22 Board in writing requesting a ratification vote.
- 23 C. The Contract Negotiating Committee shall draft a statement reflecting the gains
24 and losses over the old contract that will accompany the ballots for the members.
- 25 D. The State Executive Board and the Contract Negotiating Committee, with staff
26 assistance, shall schedule and conduct informational meetings for the membership
27 during and prior to the balloting.
- 28 E. A copy of the entire tentative Collective Bargaining Agreement shall be made
29 available to any member upon request and shall be posted to the Union website.
- 30 F. Voting procedures shall be determined by the State Executive Board, with input
31 from the Contract Negotiating Committee.
- 32 G. Proxy voting will not be allowed.
- 33 H. Once a tentative Collective Bargaining Agreement has been ratified by the
34 membership, in addition to any signatory to any Collective Bargaining Agreement
35 who may be authorized by the Contract Negotiating Committee, the President of
36 ASEA/AFSCME Local 52 will be a signatory to such agreement.
- 37 I. Issues not addressed by this policy, or exceptions to this policy, shall be subject to
38 the approval of the State Executive Board prior to implementation.

39 **20.03.000 STRIKE AUTHORIZATION VOTING POLICY**

- 40 A. Ballots will be handled as follows:

- 1 1. To be counted, all ballots must be returned by mail and date stamped by the
2 ballot counting contractor with required information on the outer envelope
3 by 12:00 noon of the election date.
- 4 2. Improperly marked ballots will not be counted.
- 5 3. In the event more than one ballot is cast, only the last received ballot will
6 be counted.
- 7 4. If the ballot includes more than one question, each question will be tallied
8 separately and all votes will be counted.
- 9 5. The following instructions will be included with each ballot:
 - 10 (a) Mark your ballot and then place it in the envelope labeled
11 “OFFICIAL BALLOT.”
 - 12 (b) Place the Official Ballot envelope (with your ballot enclosed) into
13 the postage paid, business reply envelope pre-addressed to [the
14 ballot counting contractor].
 - 15 (c) Print and sign your name and provide the other required
16 information in the designated space on the business reply envelope.
17 ***Your vote will not be counted if this information is not provided.***
18 At your discretion you may enclose your signed business reply
19 envelope in another envelope for mailing.
 - 20 (d) All ballots **MUST BE RETURNED BY U.S. MAIL** and they will
21 only be counted if received by 12:00 noon on or before [election
22 date].
 - 23 (e) Ballots will be opened and counted no earlier than at 12:00 noon on
24 [election date].
 - 25 (f) Improperly marked ballots will not be counted.
 - 26 (g) If more than one ballot is received from a member, only the most
27 recent ballot will be counted.
- 28 B. The ballots will be mailed to:
 - 29 1. All those the Union thinks may meet the Alaska Labor Relations Agency
30 requirements.
 - 31 2. All people on the Excelsior List provided by the State.
- 32 C. The ballot package to be mailed out will include:
 - 33 1. Ballot
 - 34 2. Contract Negotiating Committee Statement
 - 35 3. Executive Board Statement
 - 36 4. Ballot Instructions
 - 37 5. Official Ballot Envelope
 - 38 6. Postage paid, Pre-addressed Business Reply Envelope
 - 39 7. Outgoing Envelope
- 40 D. Every effort will be made to have a strike vote meeting(s) in each community with
41 more than 25 voting members/agency fee payers. All communities with fewer than
42 25 voting members/agency fee payers will be contacted by phone. Onsite contacts
43 will be by a core group of trained communicators who shall be provided with a
44 membership list. An outline for communicators will be a consistent message.

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- 1 E. Appointed members of the State Executive Board to an ad hoc ballot committee
2 shall resolve all balloting issues. Decisions may be appealed to the State Executive
3 Board. The State Executive Board certifies the election.
4

1 **21.00.000 BONDS/LIABILITY/INDEMNIFICATION COVERAGE**

2 Wherever possible, indemnification coverage shall be obtained for the ASEA/AFSCME
3 Local 52 Executive Board and ASEA/AFSCME Local 52 Staff, to protect them from
4 personal liability.

5

1 **22.00.000 ELECTION PROCESS FOR OFFICERS AND AFSCME**
2 **CONVENTION DELEGATES**

3 A. Notice of Nominations.

- 4 1. The Election Committee shall cause to be mailed, either separately or by
5 prominent inclusion in an official publication of the Union, a Notice of
6 Nominations and Elections to all eligible ASEA/AFSCME Local 52
7 members at their last known address, in accordance with or subject to the
8 timelines established in Article 7 of the ASEA/AFSCME Local 52
9 Constitution. A mailing house may be used for this purpose.
10 2. Notices of Nominations shall include the following information:
11 (a) the office to be filled and the term of each office.
12 (b) all pertinent dates and deadlines pertaining to nominating petitions
13 and candidate statements, when ballots will be mailed, when ballots
14 will be counted, run-off elections and ballot counting.
15 (c) instructions on how to complete and submit the nominating petition
16 and candidate statement.
17 (d) a nominating petition.
18 3. Prior to distribution, ASEA/AFSCME Local 52 support staff shall present
19 a draft Notice of Nominations to the Election Committee Chair for
20 approval by the committee.

21 B. Nominating Petitions and Candidate Statements.

- 22 1. A standardized nominating petition will be provided with the Notice of
23 Nomination and shall also be available from the Union Field Offices in
24 Fairbanks and Juneau, as well as Union Headquarters in Anchorage, and
25 shall be available in PDF format on the Union's web site.
26 2. Nominations shall be made on the standardized nominating petition, or in
27 writing within a non-standardized format containing all the same
28 information as the standardized nominating petition.
29 3. Nominating petitions may be mailed, faxed, or hand-delivered to Union
30 Headquarters or any Union Field Office. A nominating petition received by
31 fax shall be deemed an original document.
32 4. Nominating petitions will be date-stamped upon receipt by the Union, and
33 all nominating petitions received by Union Field Offices shall be forwarded
34 via fax to Union Headquarters that same date.
35 5. Union staff shall verify that nominees are under the proper occupational or
36 regional category, when applicable, and that all candidates are members in
37 good standing.
38 6. Union support staff shall notify the Election Committee Chair of all
39 qualified candidates, with documentation of any disqualified petitioner for
40 nomination.
41 7. At the time nominees are verified to be eligible and are officially recognized
42 as candidates by the Election Committee, their names will be considered

1 public information and the list of nominees shall be posted to the ASEA
2 website.

- 3 8. Each candidate is allowed to submit a statement of the candidate's personal
4 qualifications for the office sought. A candidate's statement may only
5 contain reference to personal qualifications, education, Union experience
6 and accomplishments. Candidate statements may not contain references to
7 other candidates or individuals. If the Election Committee disallows a
8 candidate statement, the Election Committee shall give the candidate an
9 opportunity to submit a corrected statement to be received by the Election
10 Committee seven (7) days before the ballot mailing deadline. Statements
11 that meet these criteria will be included in the ballot mailing.

12 The candidate statement process shall be governed by the following
13 procedure:

- 14 (a) Union Headquarters will mail a candidate's statement form to each
15 candidate. The form will be an 8-1/2 x 11 sheet of paper and shall
16 contain the standardized union disclaimer noted in
17 22.00.000.B.8(c). Those candidates wishing to submit a
18 candidate's statement will use this form.
19 (b) The order of appearance of statements shall follow the same order
20 used to list the candidates' names on the ballot.
21 (c) On each candidate statement, the following disclaimer by the Union
22 shall be noted: "(This statement is the candidate's. Its factual
23 accuracy has not been verified and it does not necessarily represent
24 official ASEA/AFSCME Local 52 policy or positions.)"
25 (d) Candidate statements are to be submitted to the Union Office, and
26 will be date-stamped on the back of the statement by Union Office
27 staff.

- 28 9. Candidate statements are due at the same time as Nominating Petitions.

29 C. ASEA/AFSCME Local 52 Election Campaigning.

- 30 1. No union funds may be spent campaigning for any candidate seeking union
31 office.
32 2. No publication sponsored by or supported by the Union may endorse or
33 discourage the endorsement of a candidate for union office. (Reference
34 17.03.000, "E-mail.")
35 3. The Union shall control access to membership mailing lists. Notice of
36 access to Union membership and chapter office mailing lists shall be
37 included in the primary publication of the Union at the time of solicitation
38 of candidate nominations.
39 (a) ASEA/AFSCME Local 52 candidates are entitled to mailing labels
40 provided by the Union to be affixed to campaign literature, each
41 candidate will prepay for the cost of printing and affixing labels.
42 Candidates are responsible for delivering to the ASEA/AFSCME
43 Local 52 Anchorage office mail-ready campaign materials with

- 1 postage affixed. ASEA staff will be responsible to address and mail
2 campaign materials at the candidate's expense.
- 3 4. Access to Membership Lists.
4 No listing of member work and/or home numbers will be released by
5 ASEA for the purpose of telephonic campaigning.
- 6 5. The Union's e-mail, website, or webmail systems may not be used in
7 campaigning for union office. Chapter websites may not be used for
8 campaigning or promotion of candidates.
- 9 6. Within a state owned or leased building or facility, campaign materials may
10 only be posted on official Union bulletin boards.
- 11 D. Preparation and Mailing of the Ballots.
- 12 1. Following the nomination petition and candidate statement deadline, the
13 Election Committee shall review all election materials. Packets of election
14 materials (including copies of nominating petitions, candidate statements,
15 and draft ballots) shall be distributed to all Election Committee members.
16 The Election Committee may meet telephonically, if needed, during this
17 review process. The Election Committee shall review the draft ballots for
18 the following:
- 19 • the correct spelling of each candidate's name.
 - 20 • The member's name and address are preprinted on the postage
21 paid, pre-addressed business reply envelope.
 - 22 • the correct dates and deadlines.
 - 23 • clear identification of the number of people to vote for.
 - 24 • instructions which clearly indicate how to mark the ballot.
 - 25 • if more than one (1) ballot is required, ballots shall be color
26 coded to properly identify the appropriate voting groups.
- 27 2. Candidates shall be listed on the ballot alphabetically by last name.
- 28 3. The ballot shall minimally include the following instructions:
- 29 (a) Mark the ballot.
 - 30 (b) Place the ballot in the envelope with "BALLOT" printed on it.
 - 31 (c) Seal the "BALLOT" envelope and place it in the postage paid,
32 pre-addressed business reply envelope.
 - 33 (d) Seal the return envelope, and provide the required information in
34 the designated space on the postage paid, pre-addressed business
35 reply envelope. ***Your vote will not be counted if this information
36 is not provided.***
- 37 4. Upon final approval by the Election Committee, Union staff shall
38 administer the printing and mailing of the ballots and candidate statements.
39 Staff shall inspect the membership data provided by the state for accuracy
40 and completeness before transferring it to the mailing house.
- 41 (a) A master membership list shall be run at the same time the ballot
42 labels are prepared.
 - 43 (b) Ballots mailed to locations which are not connected to the
44 Anchorage road systems will be mailed First Class.

- 1 (c) If a member, for whatever reason, is in need of a replacement
2 ballot, Union Headquarters shall provide the replacement ballot in a
3 timely manner.
- 4 5. Any problem with the election process should be brought to the Election
5 Committee's attention as soon as possible. Notification can be by phone or
6 e-mail and should include all Election Committee members. Written
7 documentation of any such contact shall be kept by Union staff.
- 8 6. If problems involving an election arise that require investigation, the
9 Election Committee should oversee the inquiry.
- 10 E. If a third-party independent contractor is selected to count the ballots, the Election
11 Committee will provide them a key to the Election Committee Post Office box.
- 12 F. Security of Ballots.
- 13 1. All ballots are mailed to a U.S. Post Office box paid for and designated
14 solely for election purposes. During the election process, ballots shall be
15 retained at the U.S. Post Office until the designated time for the counting
16 of ballots.
- 17 2. During the election process, keys to the Election Committee Post Office
18 box are to be kept by the Election Committee Chair [or designee(s)].
- 19 G. Observers.
- 20 1. Each candidate may designate his or her own observer to be present during
21 the ballot counting. A candidate may not serve as the observer.
- 22 2. The observers may not assist in the actual conduct of the election, may not
23 engage in any kind of campaigning, may not wear buttons or badges in
24 support of a candidate, pass out leaflets, or attempt to discuss the election
25 with anyone while observing.
- 26 3. Observers have the right to call to the attention of the Election Committee
27 members present any perceived violation of proper procedure which they
28 may observe during the ballot counting.
- 29 H. Disruptive Behavior. Observers, Election Committee members, or other members
30 of the Union who, in the judgment of the Election Committee or the third-party
31 independent contractor, are disruptive to the conduct of the ballot counting, may
32 be required to leave by the Election Committee.
- 33 I. Counting of Ballots.
- 34 1. Ballot counting takes place at ASEA/AFSCME Local 52 Headquarters in
35 Anchorage AK or other location if another facility is selected to
36 accommodate the ballot counting.
- 37 2. The following procedure shall be used in counting the ballots.
- 38 (a) Upon delivery of the ballots, the ballots are sorted alphabetically.
- 39 (b) The names on each ballot are then to be compared with lists
40 [provided by the Business Manager (or designee)] of
41 ASEA/AFSCME Local 52 members in good standing. Any ballots
42 with names not listed are to be sent to the Business Manager (or
43 designee) for confirmation as a disallowed ballot. Disallowed
44 ballots are to be put in the "Disallowed Ballot" pile.

- 1 (c) Following the check-off of names, the outer envelopes shall be
2 opened and the contents removed. Contents should be the inner
3 ballot envelope. The outer envelopes are to be batched up and
4 saved (in the event of a recount).
- 5 (d) The inner ballot envelopes are then opened and ballots removed. If
6 the intent of the member voting is clear, the ballot should be
7 counted regardless of any comments written on the ballot, with the
8 exception of any member identification on the ballot. If a voter has
9 signed their name to or initialed the ballot, the entire ballot will be
10 disallowed.
- 11 (e) Such deviations from the instructions on the ballot, as making a
12 check-mark instead of an "X," should not serve to disallow a ballot.
13 If the intention of the voter is clear, count the vote.
- 14 (f) If a ballot is partly spoiled, that does not void the entire ballot. For
15 example, if a voter has voted for two (2) candidates for President,
16 his or her ballot is void for that office. But if the same voter has
17 voted for only one (1) candidate for other listed offices, the vote for
18 those offices is counted.
- 19 (g) Write-in votes are not counted; those ballots are treated as though
20 they were blank for the office for which a write-in appears.
- 21 (h) In a situation where the Election Committee must rule on a ballot
22 being allowed or disallowed, a majority vote of the Election
23 Committee will decide the question.
- 24 (i) A record is maintained of the number of disallowed and void or
25 totally blank ballots. These will not be included in the tally of valid
26 ballots.
- 27 (j) When the tabulation of the unquestioned ballots has been
28 completed, the Election Committee should turn its attention to any
29 remaining questioned ballots. If the number of questioned ballots is
30 not large enough to change the outcome of any of the contests, the
31 Election Committee is free to refuse to decide the questioned
32 ballots. In that case, the ballots remain in the sealed envelopes but
33 are retained with the rest of the ballots and the election records. If
34 the number of questioned ballots is great enough that it might affect
35 the outcome of one or more races, the Election Committee must
36 then take up each questioned ballot separately and, without opening
37 the envelope, make a decision as to whether or not the ballot should
38 be counted. In those cases where the Election Committee decides
39 to count the ballot, the envelope should be opened and the ballot
40 deposited, unexamined, in the now-empty ballot box. When all
41 questioned ballots have been disposed of, the ballots in the box
42 should be counted and added to the previous tally. A record should
43 be maintained of the names of those whose ballots were questioned
44 and of the disposition of each.

- 1 (k) The ballots are then to be batched together into groups of 25
2 ballots/group. The Business Manager (or designee) will provide
3 tally sheets. A tally sheet goes with each group of 25 ballots.
4 Votes are then counted and recorded on the tally sheet. A second
5 person must confirm the vote count on each group of 25 ballots.
6 Each person will place their initials on the tally sheet. (See sample
7 of Tally Sheet inserted in this section of the policy manual at Union
8 offices in Anchorage, Fairbanks and Juneau.)
- 9 (l) If the counting must be interrupted on the Election Day and
10 continued the following day, all materials must be secured for the
11 night by boxing up all election ballots, documents, and materials,
12 and temporarily storing these boxes in a locked room. The
13 following morning, all ballot materials are returned to the count
14 area, and the count resumed.
- 15 (m) In the event finalization of a count must be delayed, no Election
16 Committee member or volunteer working on the count shall divulge
17 preliminary results before the Election Committee certifies final
18 results.
- 19 3. Following batching and count, results are then consolidated and entered
20 onto a Summary Count Form [provided by the Business Manager (or
21 designee)]. (See sample of Summary Count Form inserted in this section
22 of the policy manual at the Union offices in Anchorage, Fairbanks and
23 Juneau.)
- 24 4. Results are then confirmed by the Election Committee.
- 25 (a) A signed, formal report is submitted by the Election Committee to
26 the Business Manager for distribution to the State Executive Board.
27 The report should state the total number of ballots counted, the
28 final count, and the number of disallowed and totally blank ballots.
29 The formal report shall also state the winner(s) of the election in
30 accordance with AFSCME Elections Manual procedures.
- 31 (b) All Candidates shall then be called by the Election Committee and
32 notified of the election results.
- 33 (c) The Elections Report shall be placed on the ASEA/AFSCME Local
34 52 web site.
- 35 5. Upon completion of the formal report, all election materials (including
36 counted ballots, tally sheets, return envelopes, disallowed and totally blank
37 ballots) must be boxed up, taped, secured, labeled, dated, and initialed by
38 at least two (2) Election Committee members. These boxes are then to be
39 archived in the secured storage of Union Headquarters for no less than one
40 year from the Date of Election.
- 41 6. Recount.
- 42 (a) In the event of a recount, the election boxes shall be unsealed in the
43 presence of Election Committee members and observers.

- 1 (b) The postage paid, pre-addressed business reply envelopes (with
2 required information) are to be checked off against the list of
3 members in good standing.
- 4 (c) The ballots are then to be recounted and results compared to the
5 tally sheets and final Summary Count Form.
- 6 (d) All disallowed ballots are then to be reviewed by Election
7 Committee members and observers.
- 8 (e) The Election Committee will submit a signed Final Report to the
9 Business Manager for distribution to the State Executive Board on
10 the results of the recount. All members of the Election Committee
11 participating in the recount are to sign the formal report.
- 12 (f) All Candidates shall then be called by the Election Committee and
13 notified of the election results.
- 14 (g) In order to notify the membership, the Elections Report shall be
15 placed on the ASEA/AFSCME Local 52 web site.
- 16 J. Run-Off Elections for Officers Only.
 - 17 1. In the case no candidate receives a majority of the votes, a run-off election
18 for that office must be held. The ballot for a run-off election will contain
19 two (2) names for each office. In most cases this will mean listing the two
20 (2) candidates who ran first and second place during the original election.
 - 21 2. If one of the top two vote-getting candidates withdraws, the third highest
22 vote-getting candidate will take their place. Only if all other candidates
23 withdraw from the race can a run-off election be avoided.
 - 24 3. The run-off election shall be held on the dates identified on the original
25 Notice of Nomination and shall follow the same election rules as that of the
26 original election. This includes the preparation and mailing of the ballots,
27 security of the ballots, observers, and counting the votes. No new
28 statements from the candidates will be accepted. The original statements
29 shall be included with the run-off ballots.
 - 30 4. The 30-day rule to conduct the election will apply to run-off elections.
- 31 K. Protests. A protest is not the same as a challenge. A challenge questions a
32 nominee's right to run for office and must be raised by a member before the
33 election is actually held. A protest questions the actual conduct of the election
34 itself.
 - 35 1. Protests and challenges shall be filed with the Election Committee in
36 accordance with Appendix D of the AFSCME Constitution.
 - 37 2. Any protester or nominee adversely affected by a decision of the Election
38 Committee on a challenge or a protest may file an appeal with the
39 AFSCME Judicial Panel, which retains jurisdiction in all election matters.
- 40 L. Installation of Officers.
 - 41 1. Newly elected officers have, in fact, been the officers of the Union from the
42 moment the Election Committee's Report was presented to the Business
43 Manager for distribution to the State Executive Board and are legally
44 bound by the Obligation of an Officer.

- 1 2. Outgoing officers are obligated to turn over to their successors all books,
2 papers, and other property of the union, and they remain under bond until
3 they have done so. (AFSCME Local Union Elections Manual, “Installation
4 of Officers”)
- 5 M. Constitutional Amendments. Constitutional amendments may also be submitted
6 outside the Biennial Convention in accordance with Article 6.07.B.3, of the
7 ASEA/AFSCME Local 52 Constitution. Upon receipt the State Executive Board
8 will support, oppose, or reject the proposed constitutional amendment in such a
9 manner that the election may be held in accordance with the timelines in Article
10 7.05.B. of the ASEA/AFSCME Local 52 Constitution.
- 11 N. At the conclusion of the election cycle, the Election Committee shall provide a
12 comprehensive report to the State Executive Board, which includes at a minimum:
- 13 1. Procedural problems or irregularities, and the resolution of problems or
14 irregularities.
- 15 2. Ineligible candidate listing, and the reason for ineligibility.
- 16 3. Minutes of all Election Committee meetings and/or teleconferences.
- 17 4. Suggested improvements/changes for the next election cycle.
- 18

1 **23.00.000 COMMUNICATIONS**

2 **23.01.000 PUBLICATIONS**

3 To the extent possible, official publications of the Union will be available on the Union's
4 website.

5 **23.02.000 E-MAIL**

6 23.02.010 E-Mail and Electronic Media

7 A. The bargaining unit employer's e-mail and other electronic media shall not be used
8 to broadcast information detrimental to the interest of ASEA/AFSCME Local 52
9 or to engage in "spamming," "flaming," and attacks on any ASEA/AFSCME
10 Local 52 members.

11 B. This procedure prohibits utilization of State of Alaska or City of Sitka electronic
12 media for ASEA/AFSCME Local 52 election campaign purposes.

13 23.02.020 ASEA/AFSCME Local 52 E-Mail

14 The Union's e-mail system and electronic media may not be used to issue a campaign
15 statement or to attack any union member.

16 23.02.030 Broadcasting from Union E-Mail System

17 23.02.031 Replies

18 Any e-mail broadcast from the Union's e-mail system must be sent in a manner that the
19 recipient may only reply to the originator.

20 23.02.032 Approval

21 A. Union e-mail broadcasts must be limited to relevant union business and require
22 approval of the Business Manager.

23 23.02.040 Broadcast E-Mails to Members

24 A. All broadcast emails to members including messages regarding official union and
25 chapter activities must be submitted to Union Headquarters for approval and
26 broadcast distribution.

27 B. Broadcast messages from the Chapter President or Chapter Chief Steward to the
28 Chapter stewards shall be copied to the Business Manager.

29

1 **24.00.000 OCCUPATIONAL CLASSIFICATIONS**

2 Occupational classifications for Administrative, Technical, Professional, will be in
3 accordance with the state's classification system. The Board may develop and publish
4 written criteria to be uniformly applied for deviation from the state's classification system.
5 If the Board determines a deviation necessary, it will send written notice of its findings and
6 criteria to affected job classes prior to annual notice for nominations and elections.

7

1 **42.00.000**

2 (Deleted in its entirety)

3
4
5

6 **98.00.000 POLICIES AND PROCEDURES**

7 As Special Rules of Order, these policies and procedures shall become effective upon
8 adoption by the ASEA/AFSCME Local 52 Executive Board.

9 **98.01.000 AMENDMENTS**

- 10 A. The State Executive Board, upon a 30-days' notice of the proposed change to
11 chapter presidents and members of the Board, may amend these Policies and
12 Procedures by a two-thirds (2/3rds) vote at a regularly scheduled meeting.
13 B. All amendments to this manual must be incorporated and made available to the
14 State Executive Board within 30 calendar days of their adoption.

15 **98.02.000 SUSPENSION OF THE RULES**

16 By a two-thirds (2/3rds) vote of the State Executive Board, these policies and procedures
17 may be temporarily suspended.

18

1 **100.00.000 DEFINITIONS**

2 **Majority Vote:** A majority vote means more than half of the votes cast by persons legally
3 entitled to vote and who vote on a particular matter, excluding disallowed and
4 totally blank ballots.

5 **Officers:** Members of the State Executive Board.

6 **Officials:** Means State Executive Board Members, Chapter Executive Board Members,
7 Judicial Panel Members, Stewards, and committee members.

8 **Poll:** A legitimate action taken under Article 8.02.3. of the ASEA/AFSCME Local 52
9 Constitution, which is immediately executed upon attainment of a simple majority
10 vote of the members of the State Executive Board, all of whom have in good-faith
11 and documented efforts been contacted by the President.

12 **Professional Staff:** All staff under individual full-time employment contracts with the
13 Union, or Business Agents employed by the Union, or other staff as designated by
14 the Business Manager.

15 **Quarterly Meeting:** A meeting of the State Executive Board that is scheduled at any time
16 within the calendar quarters of January through March, April through June, July
17 through September, October through December.

18 **Regularly Scheduled Meeting:** All quarterly meetings and any meeting of the State
19 Executive Board that meets the proper notice of meeting established in Article
20 8.05 of the ASEA/AFSCME Local 52 Constitution.

21 **Special Meeting:** A meeting of the State Executive Board with less than ten (10) days'
22 notice, to discuss a limited number of issues that must be decided prior to the next
23 regularly scheduled meeting.
24

APPENDIX 1

List of Referenced Corporate Documents

Copies of the following documents may be obtained through the ASEA offices and/or they are available on the ASEA website at www.afscmelocal52.org

1. AFFILIATION AGREEMENT
2. ARTICLES OF INCORPORATION
3. NONPROFIT CERTIFICATE
4. AFSCME INTERNATIONAL CONSTITUTION
 - A. AFSCME Financial Standards Code
 - B. AFSCME Judicial Panel Rules
 - C. AFSCME Local Union Election Manual
5. ASEA/AFSCME Local 52 CONSTITUTION
 - A. ASEA/AFSCME Local 52 Judicial Panel Rules
6. EMPLOYMENT CONTRACTS
 - A. Business Manager Contract
 - B. Assistant Business Manager/Lobbyist Contract
 - C. Staff Collective Bargaining Agreement
 - D. Staff Policies & Procedures
7. COLLECTIVE BARGAINING AGREEMENTS
 - A. GGU Collective Bargaining Agreement
8. ASEA/AFSCME Local 52 POLITICAL ACTION COMMITTEE RULES OF OPERATION
9. STATE OF ALASKA AFL-CIO CONSTITUTION
10. ASEA/AFSCME Local 52 BIENNIAL CONVENTION RESOLUTIONS
11. ASEA LEGAL SERVICES TRUST
 - A. ASEA Legal Services Trust Declaration of Trust
 - B. ASEA Legal Services Plan Booklet
12. ASEA/AFSCME Local 52 HEALTH BENEFITS TRUST
 - A. ASEA/AFSCME Local 52 Health Benefits Trust Declaration of Trust
 - B. ASEA/AFSCME Local 52 Health Benefits Plan Booklet
13. ALASKA AFSCME RETIREE CHAPTER 52
 - A. AARC52 Constitution
 - B. AARC52 Policies and Procedures
14. CODE OF ETHICAL PRACTICES (pg. 58)
15. OCCUPATIONAL CLASSIFICATIONS

CODE OF ETHICAL PRACTICES

- 1
2
- 3 A. This Code of Ethical Practices shall be applicable to ASEA/AFSCME Local 52
4 members and staff, to include the State Executive Board, all chapter affiliates and all
5 ASEA committees (standing and appointed); all of which shall be referred to
6 collectively herein as the union.
7
- 8 B. All officers, chapter trustees, managerial employees, and staff of the union, whether
9 elected or appointed, contracted, or otherwise employed, are held to a high fiduciary
10 duty to honestly and faithfully serve the best interests of ASEA and its membership.
11
- 12 C. No officer, chapter trustee, or employee of the union shall own or have a personal
13 financial interest, which is inconsistent with such officer's or employee's fiduciary
14 duties. In particular, it shall not be permissible for any officer or managerial employee
15 of the union to:
16
- 17 1. have a significant financial interest in any agency, which bargains collectively
18 with the union;
 - 19 2. own or have a significant financial interest in any firm which does business or
20 seeks to do business with the union;
 - 21 3. make a decision, or cause a decision to be made, concerning a business
22 relationship with a firm in which a parent, spouse, spousal equivalent or
23 dependent child of that relationship, child, grandparent, grandchild, brother,
24 sister, first or second cousin, mother-in-law, father-in-law, sister-in-law,
25 brother-in-law, son-in-law, daughter-in-law, step sibling or step or foster parent
26 or child, uncle, aunt, niece, nephew or business partner of such officer, chapter
27 trustee, or managerial employee has a significant financial interest.
28
- 29 D. No officer, chapter trustee, or employee of the union shall accept any gift or personal
30 payment that is of greater than nominal value from any employer which bargains
31 collectively with the union, other than regular pay or benefits for work performed as an
32 employee of such employer, or from any business or professional firm which does
33 business or seeks to do business with the union.
34
- 35 E. No officer, chapter trustee, or employee of the union who serves in a fiduciary position
36 with respect to, or who otherwise exercises responsibilities or influence in the
37 administration of, a retirement, health or welfare benefit fund or plan shall have a
38 significant financial interest in any investment manager, insurance carrier, broker,
39 consultant or other firm doing business or seeking to do business with such fund or
40 plan. For the purpose of this provision, a benefit "fund" or "plan" means a fund or plan
41 sponsored by the union.
42
- 43 F. No officer, chapter trustee, or managerial employee of the union shall convert any
44 funds or other property belonging to the union to such individual's personal use or
45 advantage.

ASEA/AFSCME Local 52, AFL-CIO POLICIES and PROCEDURES
(Revised and, with due notice, approved September 7, 2011)

- 1 G. Unless otherwise provided for in applicable law, no person who has been convicted of
2 a crime, the nature of which is such as to bring the Union as an organization into
3 disrepute shall serve as an officer, chapter trustee, managerial employee, contracted
4 employee, or employed staff of the union.
5
- 6 H. 1. Charges of a violation of this policy shall be filed with the ASEA Judicial
7 Panel.
8 2. A charge of a violation of this Code of Ethical Practices may be filed only by a
9 member of ASEA. Such charge must be specific and must, to the extent
10 possible, be supported by substantiating documentation.
11 3. Pursuant to the procedures of the International Constitution, any member may
12 bring Judicial Panel charges based on their belief that a violation of the Code
13 might have occurred.
14
- 15 I. Nothing contained herein shall limit the rights of an individual otherwise provided for
16 in the International Constitution, ASEA Local 52 Constitution, ASEA Local 52 Policies
17 & Procedures, any applicable Collective Bargaining Agreement, Alaska municipal
18 ordinances, Alaska State laws, or Federal laws.
19

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