



POLICIES and PROCEDURES

*(Revised and, with due notice,
Approved 2/6/2017)*

ASEA/AFSCME Local 52, AFL-CIO POLICIES and PROCEDURES
(Revised and, with due notice, approved February 6, 2017)

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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 All prior policies and procedures shall be rescinded upon the adoption of the following policies and procedures by the State Executive Board.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 ESTABLISHMENT OF CHAPTERS**

3
4 As authorized by ASEA Constitution Article 10, the State Executive Board shall establish
5 chapters to provide for the most effective means of permitting members of the Union to
6 participate in the affairs of the Union.

7
8 PURPOSE: The State Executive Board has created chapters to provide a local network
9 for the membership in its area. The purpose of chapters is to bring chapter members
10 together to share ideas, and perspectives, as well as activities to promote solidarity.

11
12 Chapters are subordinate entities of the Union. Each chapter, at a minimum, shall include
13 an elected President, Secretary and Treasurer, who shall serve a term of office as
14 prescribed in the chapter bylaws.

15
16 Chapters may create committees to carry out functions of the chapter. Those chapter
17 committees are subordinate bodies of the chapter and may not act independent of the
18 chapter. Chapters and chapter committees must follow established union policies.

19
20 Chapters shall meet at least once annually and shall adopt bylaws for the conduct of their
21 affairs and an annual budget.
22

23 **1.02.000 REPORTING REQUIREMENTS**

24 A. Chapters will provide the ASEA/AFSCME Local 52 Executive Board with a fiscal
25 (July 1 through June 30) year-end accounting of funds expended. The fiscal year
26 report will be provided through the ASEA/AFSCME Local 52 Executive Director
27 within one month following June 30 close of business. These financial reports will
28 be used to determine chargeable, partially chargeable, or non-chargeable expenses
29 under the Hudson Decision (please read policy on the Hudson Decision for full
30 information).

31 B. In addition, chapters will provide the ASEA/AFSCME Local 52 Executive Board
32 (through the Executive Director) with the following:

- 33 1. Chapter bylaws.
- 34 2. A current list of Stewards with phone numbers.
- 35 3. Lists of officers.
- 36 4. Minutes of Chapter Executive Board and Chapter membership meetings.

37 C. The report will be signed by the Chapter President, Secretary, and Treasurer prior to
38 submission to and acceptance by the ASEA Headquarters. The ASEA Headquarters
39 will provide the forms for submission of the report.

40 D. After thirty (30) days' notice to the chapter, the Executive Director shall withhold
41 support checks from chapters that are not in compliance with the reporting

1 requirements. Chapters will receive all monies withheld upon compliance with
2 reporting requirements.

3 **1.03.000 GUIDELINES FOR STAFF ASSISTANCE TO CHAPTERS**

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

- 5 A. Use of ASEA/AFSCME Local 52 Office meeting space for local Chapter meetings
6 is permitted and encouraged, as an economical means of holding chapter meetings.
- 7 B. A request for meeting space should be made ten (10) days prior to the actual
8 meeting date. Less notice is permissible if deemed an emergency by the Chapter
9 board of officers and requested by the president or secretary.
- 10 C. Union staff may be present at all meetings but at no additional expense to the union
11 or chapter.
- 12 D. Chapter members using the office space will straighten up the room and leave it
13 neat.
- 14 E. Long distance calls may be made from ASEA/AFSCME Local 52 offices only for
15 Union-related business purposes. The local Chapter may be billed for the actual
16 cost of each long-distance call and reimbursement made to the Union.
- 17 F. Use of copying equipment is allowed for official chapter business only. Number of
18 copies will be noted on a copy log located at the copier.
- 19 G. Chapters may be billed for copying, not to exceed six cents per page.
- 20 H. Production of printed notices and distribution of Chapter meeting notices will not
21 normally be done by Union staff.
- 22 I. Any mailings done by Union staff for Chapter business will require prior approval
23 of the Executive Director, and costs will be billed to the Chapter.
- 24 J. E-mail notification of Local Chapter meetings, special events, and informational
25 notices will be done by Union staff.
- 26 K. Business Leave for Chapter Use. The Executive Director may authorize the use of
27 Business Leave if, in his/her sole judgment, the proposed use would benefit a
28 chapter. Chapter Presidents or the President's designee must request business leave
29 use by completing the business leave request form.
- 30 L. Chapter presidents in Anchorage, Fairbanks, and Juneau will be granted
31 independent access to the local union office under the following conditions:
 - 32 1. Upon swearing into office, chapter presidents in Anchorage, Fairbanks,
33 and Juneau will sign a liability agreement and a confidentiality statement.
 - 34 2. Chapter presidents will ensure the union office is secured after their use of
35 the union office.
 - 36 3. At the end of each business day, staff will secure all documents containing
37 confidential information.

38 **1.03.010 Newsletters**

39 Staff shall not prepare Chapter newsletters.

1 **1.03.020 Websites**

- 2 A. Chapters and Committees must secure approval from the Executive Director to
3 establish website or social networking accounts or postings.
4 B. ASEA Anchorage Headquarters shall periodically review the content of Chapter
5 and committee website postings to ensure such content is consistent with the goals
6 and objectives of the Union.
7 C. The domains for ASEA chapters are the intellectual property of ASEA/AFSCME
8 Local 52. Chapters will be billed annually to maintain the domain's license.

9 **1.04.000 HIRING OF CHAPTER STAFF PERSONNEL**

10 Chapters may not hire employees.

11 **1.05.000 CHAPTER FUNDS**

- 12 A. Each chapter receives a share of dues, as allocated under ASEA Constitution
13 Article 10.06. Chapter funds may only be spent in accordance with the AFSCME
14 Financial Standards Code. Chapter funds may only be held in checking, savings,
15 or certificates of deposit at an FDIC insured bank or NCUSIF insured credit
16 union. Chapters may not invest funds.
17 B. To maintain security of Union chapter funds, all chapters will be required to have
18 on file with the Union Headquarters an approved Automated Clearing House
19 (ACH) Deposit/Withdrawal form for all chapter financial institution accounts that
20 are in the name of the chapter. The ACH form will allow Union Headquarters to
21 electronically deposit chapter support payments to each chapter's designated
22 account each month rather than sending a check. In the event that a chapter is
23 determined to be inactive, the ACH will provide the Union with a method to be
24 able to withdraw the funds of the inactive chapter and hold them in escrow to
25 prevent loss of the funds. A chapter will be declared inactive by State Executive
26 Board motion on recommendation of the ASEA Executive Director.
27 C. Chapter funds may not be spent for political purposes, or contributed to any
28 political candidate or political entity. Chapter funds may not be used to conduct
29 member surveys or to conduct activities inconsistent with the Union's goals as
30 established by the State Executive Board.
31 D. Chapters may conduct fundraising activities subject to approval by the Executive
32 Director.
33 E. Chapter funds, including those raised by the Chapter, may not be used to purchase
34 any type of alcoholic beverage or marijuana.

35 **2.00.000 COMMITTEES**

36 **2.01.000 GENERAL**

- 37 A. PURPOSE: The State Executive Board has created committees to help identify
38 issues facing the membership. Each committee's specific purpose can be found in

1 P&P 2.03. In general, the purpose of committees is to bring committee members
2 together to share ideas, perspectives, and to identify issues unique to the group the
3 committee represents. A committee may develop strategies, ideas, and
4 suggestions for addressing issues and submit its recommendations to the State
5 Executive Board, through the Executive Director. The Executive Director may
6 act on recommendations that fall within the committee's purpose. Otherwise, the
7 Executive Director will refer recommendations to the State Executive Board for
8 further consideration. The State Executive Board may delegate assignments or
9 tasks to a committee. A committee may only implement actions specifically
10 authorized by the Executive Director or the State Executive Board.

11 B. BUDGET: The State Executive board shall adopt an annual budget for each
12 committee. Committees may submit budget requests to the State Executive Board
13 through the Executive Director. A committee's budget is used primarily to
14 facilitate meetings of the committee such as teleconferences and face-to-face
15 meetings of committee members. All expenditures must be pre-approved by the
16 Executive Director. No committee or individual committee member shall have
17 the power to act as an agent for or otherwise bind the Union in any manner
18 whatsoever. (*ASEA Constitution 13.01*)

19 C. FUNDRAISING: Committees may conduct fundraising activities subject to
20 approval by the Executive Director. Funds received from fundraising efforts shall
21 be placed in the ASEA/AFSCME Local 52 general account. The State Executive
22 Board will allocate those funds to the appropriate Committee.

23 D. Committee funds may not be spent for political purposes, or contributed to any
24 political candidate or political entity. Committee funds may not be used to
25 conduct member surveys or to conduct activities inconsistent with the Union's
26 goals as established by the State Executive Board. Committee funds may not be
27 used to purchase any type of alcoholic beverage or marijuana.

28 E. A committee may recommend ideas for outreach to the membership or surveys of
29 the membership to the State Executive Board. Implementing such
30 recommendations is the prerogative of the State Executive Board.

31 F. The ASEA President will be informed of all committee meetings and the date of
32 the committee meeting will be posted on the ASEA website calendar.

33 G. Committees are required to provide the President, through the Executive Director,
34 written minutes of all meetings no later than 30 days from the date of the meeting.

35 H. A standing committee may be constituted only if specifically authorized as a
36 standing committee in the ASEA/AFSCME Local 52 Constitution.

37 I. Materials distributed to members by ASEA Committees shall be reviewed and
38 approved by the Executive Director.

39 **2.02.000 ELECTED COMMITTEES/PANELS**

40 **2.02.010 Judicial Panel**

41 A. Members of the Judicial Panel shall be elected in accordance with Article 11 of
42 the ASEA/AFSCME Local 52 Constitution. ASEA/AFSCME Local 52 members

- 1 in good standing are eligible to run as candidates for the Judicial Panel, except
2 members of the State Executive Board and the Contract Negotiating Committee.
- 3 B. In instances where the constitutional authority of the State Executive Board
4 appears in conflict of the constitutionally granted authority of the
5 ASEA/AFSCME Local 52 Judicial Panel, the decision of jurisdiction will be
6 made by the State Executive Board.
- 7 C. Vacancies in office shall be filled on a temporary basis by a vote of the State
8 Executive Board, and the member so elected shall serve until the following March
9 election. The membership shall then proceed to elect a member to replace the
10 board-elected member to serve out the balance of the unexpired term. The board
11 shall follow the election process outlined in Section 4.08.000.
- 12 D. Rules of Procedure. The Judicial Panel shall establish rules of procedure that are
13 consistent with the provisions of the constitutions of ASEA/AFSCME Local 52
14 and AFSCME International. The rules and any changes in such rules shall be
15 subject to the approval of the State Executive Board, and shall become effective
16 only upon the granting of such approval. A copy of such rules shall be filed with
17 the Secretary of ASEA/AFSCME Local 52 and shall be made available to any
18 member of the Union upon request. A copy of the rules shall be sent to all chapter
19 presidents.

20 **2.02.020 Contract Negotiating Committees**

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

25 **2.02.021 Collective Bargaining Information**

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

30 **2.03.000 APPOINTED COMMITTEES**

31 **2.03.010 General**

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

- 33 A. APPOINTMENTS: All committee members shall be appointed in accordance
34 with Article 8.04 of the ASEA/AFSCME Local 52 Constitution.
- 35 B. COMPOSITION: Appointed committees shall consist of up to ten (10) members.
36 Two (2) members each from the Central region, the Northern region, and the
37 Southeast region; one (1) member each from the Bush and Rural regions; and two
38 (2) At-Large seats.

39 Committees will consist only of ASEA members in good standing. Staff or other
40 parties may provide assistance; however, only ASEA members will be able to
41 vote or chair meetings.

- 1 C. TERMS: Members of each committee shall serve for a term of three (3) years
2 from date of appointment.
3 All resignations by a committee appointee must be submitted in writing to the
4 President, through the Executive Director. Upon a majority vote of the State
5 Executive Board, a committee may be dissolved. A committee member may only
6 be removed on grounds provided in Article X of the AFSCME Constitution.
7 Accused committee members shall have the right to a fair trial with strict
8 adherence to due process.
- 9 D. COMMITTEE CHAIR: The President shall designate a Chair from the committee
10 members with confirmation from the State Executive Board. The Chair's term of
11 appointment shall be for the duration of his/her regular appointment.
- 12 E. LIAISON: Committees listed in 2.03.050 through 2.03.080 and 2.03.100 will
13 have a designated State Executive Board liaison appointed by the President, with
14 concurrence from the Board. Liaisons will have a voice but no vote and cannot
15 serve as chair.

16 **2.03.015 Websites**

- 17 A. Committees must secure approval from the Executive Director to establish
18 website or social networking accounts or postings.
- 19 B. ASEA Anchorage Headquarters shall periodically review the content of
20 committee website postings to ensure such content is consistent with the goals and
21 objectives of the Union.
- 22 C. The domains for ASEA committees are the intellectual property of
23 ASEA/AFSCME Local 52. Committees will be billed annually to maintain the
24 domain's license.

25 **2.03.020 Election Committee**

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

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

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

4 **2.03.030 Grievance Review Committee**

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

24 **2.03.031 Right of Appeal**

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

- 1 C. Upon certified receipt of the Union's notice that it will not proceed with the
2 grievance (as defined in Paragraph 1) the member may file a written appeal. The
3 member's appeal must be received by the Union, or postmarked within 10
4 calendar days of the member's receipt of the Union's notice.
- 5 D. Questions of timeliness shall be decided by the Grievance Review Committee.
6 Circumstances beyond the member's control which delay the filing of an appeal
7 may be considered by the Grievance Review Committee.
- 8 E. Appeals will be processed in an expedited manner. A panel of three (3) members
9 of the Grievance Review Committee shall meet as needed to hear and decide
10 pending appeals.
- 11 F. All proceedings shall be confidential, unless the member filing the appeal waives
12 confidentiality. All documents produced in support of or in opposition to any
13 appeal shall not be distributed to anyone other than the Business Agent, the
14 member, the Executive Director, and the members of the Committee hearing the
15 appeal. Such documents shall become a permanent part of the Union's grievance
16 file.

17 **2.03.032 Standards of Review**

- 18 A. A panel comprised of members of the Grievance Review Committee shall meet as
19 needed to hear all pending appeals. The members of each Panel will be selected
20 by the Chair, who shall designate one Panel member to serve as Panel Chair. The
21 Executive Director (or his/her designee) will coordinate the hearing schedule.
22 The Panel shall not consist of co-workers of the appealing members. Any Panel
23 member who is biased or may appear to be biased shall withdraw.
- 24 B. Business leave will be authorized only for Panel members, for both preparation
25 and hearings. GGU members who are appealing decisions to the Panel shall be
26 responsible for their own expenses.
- 27 C. The Executive Director will forward all paperwork pertaining to the appeal issue
28 to the Hearing Panel members for review and to better prepare themselves to hear
29 the appeal. Panel members must safeguard all hearing documents from public
30 view.
- 31 D. Neither ASEA/AFSCME Local 52 nor the appellant will be entitled to more than
32 two witnesses – in addition to the appellant, Steward, Business Agent, and
33 Executive Director – unless a request for additional witnesses is made in writing
34 and received 10 calendar days prior to the date of the hearing. Hearings may be
35 conducted telephonically. Advance notice of the hearing shall be adequate to
36 arrange the presence of other witnesses deemed necessary by the participants or
37 the Panel.
- 38 E. At the hearing the parties may present evidence and arguments. The right of the
39 parties to hear and cross-examine all witnesses shall be respected. The Panel
40 Chair shall assure that each side has a reasonable opportunity to present its case.
41 However, he/she may limit the length of testimony and make reasonable rulings to
42 expedite the proceedings, subject to review by the entire Panel.
- 43 F. If the panel needs additional information, it shall act together and not separately in
44 requesting additional information be provided by the Union staff or appellant.

1 The Panel members shall avoid individual contact with any party or witness
2 during the appeal process with regard to the subject of the appeal. In the event
3 additional information is requested, the hearing shall be postponed until the next
4 Panel meeting, at which time the Panel will hear and decide the appeal.

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

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

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

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

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

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

- 21 (a) direct the grievance be advanced through Step IV;
 - 22 (b) direct the settlement be rejected and the Union to proceed to
23 arbitration; or
 - 24 (c) direct the grievance be advanced to arbitration.
- 25 2. If an appeal is denied, the Panel shall affirm the decision made by the
26 Union.

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

32 L. The Panel's decision shall be sent in writing to the member with a copy to the
33 Executive Director, within 10 calendar days of the Panel's decision.

34 2.03.040 ASEA/AFSCME Local 52 Political Action Committee

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

41 2.03.050 Presidents' Advisory Committee

42 The Presidents' Advisory Committee shall be comprised of the president of each chapter
43 of ASEA/AFSCME Local 52. The ASEA Executive Board President will be the

1 committee chair of the Presidents' Advisory Committee. The Presidents' Advisory
2 Committee will meet telephonically at least quarterly. They may have one face-to-face
3 meeting annually in lieu of a telephonic meeting.

4 **2.03.060 Women's Issues Committee**

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

9 **2.03.070 Bush Community Committee**

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

17 **2.03.080 Probation/Parole Committee**

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

23 **2.03.090 Class I Committee**

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

29 **2.03.100 Next Wave Committee**

30 The Next Wave Committee is created for ASEA members who are either newly active or
31 40 years of age and under, to recruit, engage, educate and address issues and concerns of
32 those members. The Next Wave Committee will meet telephonically at least quarterly
33 and may meet in a face-to-face meeting annually in lieu of a telephonic meeting.

34 **2.03.110 Nurses Committee**

35 The Nurses Committee is created for ASEA members who work as a registered nurse,
36 licensed practical nurse, certified nurse aide, nurse practitioner and psychiatric nurse
37 assistant. The Committee's purpose is to identify opportunities and to recommend
38 solutions for advancing quality and accountability in the healthcare setting. The Nurses

1 Committee will meet telephonically at least quarterly and may meet in a face-to-face
2 setting annually in lieu of a telephonic meeting.

3 **2.03.120 ASEA Pride Committee**

4 The ASEA Pride Committee is for ASEA members who identify with the lesbian, gay,
5 bisexual, transgender and questioning (LGTBQ) community. The Committee stands for
6 legal equity and fair treatment for all employees. The Committee's purpose is to identify
7 opportunities and to recommend solutions for advancing these ideals. The ASEA Pride
8 Committee will meet telephonically at least quarterly and may meet in a face-to-face
9 setting annually in lieu of a telephonic meeting.

10 **2.04.000 SPECIAL STATE EXECUTIVE BOARD COMMITTEES**

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

15 **2.05.000 COMMITTEES REQUIRED UNDER COLLECTIVE BARGAINING**
16 **AGREEMENTS**

17 **2.05.010 General Government Unit Labor - Management Committees**

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

21 **3.00.000 AFFILIATIONS**

22 **3.01.000 American Federation of Labor – Congress of Industrial**
23 **Organizations (AFL-CIO)**

24 ASEA/AFSCME Local 52 is a constituent member of the Alaska AFL-CIO and has
25 representation rights to that organization, as outlined in the Alaska AFL-CIO
26 constitution. This representation is a contingent of delegates who represent ASEA at the
27 Alaska AFL-CIO biennial convention, and a number of vice presidents who represent
28 ASEA in accordance with the Alaska AFL-CIO constitution.

29 **3.01.001 Alaska AFL-CIO Convention Delegates**

- 30 A. The Alaska AFL-CIO constitution establishes the number of delegates that ASEA
31 may send to the biennial convention, but does not set forth the manner by which
32 the delegates are selected, with one exception, as noted below.
- 33 B. Under the Alaska AFL-CIO constitution, the Executive Director is automatically a
34 delegate to the Alaska AFL-CIO biennial convention. The Executive Director is
35 eligible to represent ASEA by authority of Article 4.02 of the ASEA constitution.
- 36 C. The President shall submit to the board a list of proposed delegates for approval.
37 Persons nominated as delegates must be members in good standing and registered
38 to vote in the State of Alaska. The President shall serve as the chair of the

1 delegation. If unable to serve as a delegate, the President shall appoint the chair
2 of the delegation.

3 **3.01.002 Alaska AFL-CIO Vice Presidents**

- 4 A. The Alaska AFL-CIO constitution establishes the number of vice presidents who
5 represent ASEA on the Alaska AFL-CIO executive board.
- 6 B. The Executive Director is automatically designated a vice president from ASEA's
7 allotment per the Alaska AFL-CIO constitution.
- 8 C. The delegation chair shall confer with the delegates to determine who from the
9 delegation shall fill the remainder of the vice president allotment. The chair shall
10 submit the names to the Alaska AFL-CIO president for election. The term of
11 office is two (2) years, terminating at the succeeding biennial convention.
- 12 D. Should a vacancy in the office of vice president occur during the period between
13 conventions, the ASEA President shall appoint a member in good standing,
14 subject to approval from the board, to complete the remainder of the unexpired
15 term.

16 **3.01.003 Alaska AFL-CIO Central Labor Councils**

- 17 A. If a Central Labor Council (CLC) exists within the geographic area covered by a
18 chapter of ASEA, the chapter president shall, with approval of the chapter
19 executive board, appoint representatives to the CLC. CLC representatives must
20 be members in good standing.
- 21 B. If more than one (1) chapter falls within the geographic boundaries of a CLC, then
22 the chapter with the greatest number of members shall have first pick of
23 designating a representative to the CLC. The next largest chapter shall pick
24 second, and so on until all positions on the CLC have been filled. Should a
25 chapter decline to appoint a representative, the chapter closest to the regular
26 meeting place of the CLC shall have the option to appoint all remaining
27 representatives.

28 **4.00.000 STATE EXECUTIVE BOARD PROTOCOL**

29 **4.01.000 ABSENCES**

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

36 **4.01.010 Voluntary Bumping**

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

- 39 1. Use their free ticket for the next out-of-town business meeting,
40 2. Forfeit per diem for that day, and

1 3. Receive an unexcused absence.

2 **4.02.000 MEETINGS**

3 4.02.010 Scheduled Meetings

4 The State Executive Board will meet in accordance with Article 8.02 of the ASEA
5 Constitution. State Executive Board members shall have access to business leave for
6 travel to and from and participation in board meetings.

7 4.02.015 Unscheduled Meetings

8 A. Request of a Majority. In accordance with Article 8.01 of the ASEA/AFSCME
9 Local 52 Constitution, the President or a majority of the State Executive Board
10 may call a meeting in addition to the regularly scheduled quarterly meetings. If
11 the President, or in his or her absence the Secretary, fails to respond to the
12 requests of a majority of the State Executive Board to set up a meeting within a
13 24-hour period, then the Executive Director shall be notified by a majority of the
14 Executive Board to request a meeting, he or she shall then determine if a quorum
15 will be met and, if so, set up the meeting immediately and notify the chapter
16 presidents of the purpose of the meeting. If the President, Secretary, or Treasurer
17 are absent, the remaining board members shall select a chair by a vote of the
18 majority.

19 B. Teleconferences. The State Executive Board interprets our constitution in regards
20 to meetings by teleconference as follows: (1) Insofar as there is no express
21 prohibition in our written current constitution; and, (2) insofar as past practice,
22 ASEA/AFSCME Local 52's operations since its inception has allowed and used
23 telephonic meetings to conduct business, teleconferences will be officially
24 considered as appropriate alternate means to conduct board meetings when
25 necessary.

26 4.02.020 Agenda

27 A. Two weeks prior to the development of the agenda, the Union's staff shall notify
28 all State Executive Board members that agenda items are being solicited.

29 B. The Executive Director, under guidance of the Secretary, is directed to prepare or
30 cause to be prepared a document consisting of at least:

- 31 1. An outline of the agenda.
- 32 2. Time, date, and place of board meeting.

33 C. In the event of special board meetings, with the exception of notice to address a
34 Special Rule of Order (see Policy 98.00.000), the board members will be notified
35 of the agenda by phone 24 hours in advance of the meeting. Where practical,
36 chapter presidents will also be notified.

37 4.02.030 Meeting Packets

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

1 **4.03.000 RULES OF STATE EXECUTIVE BOARD MEETINGS**

- 2 A. The President may appoint a timekeeper before each meeting.
- 3 B. Limitations on Speaking on an Issue.
- 4 1. The President may limit board members to speaking two (2) times on any
- 5 issue, two (2) minutes the first time and one (1) minute the second time,
- 6 for a total of three minutes. No one may speak for the second time until
- 7 all those seeking recognition have had an opportunity to speak.
- 8 2. Disruptive and disrespectful behavior may be censored by forfeiture of the
- 9 offending board member's remaining debate time on the issue under
- 10 immediate discussion.
- 11 3. Board Member comments shall be limited to ten minutes, except at the
- 12 discretion of the Board.
- 13 C. Proxies will not be allowed.
- 14 D. A motion is not subject to debate until it has been made, seconded, and submitted
- 15 in writing to the Secretary on a motion form. If requested the Secretary shall read
- 16 the motion in its entirety.
- 17 E. An appeal of the decision of the President may not be entertained unless it has a
- 18 support of one-third (1/3) of the voting board members present.
- 19 F. Reports may be oral or written.
- 20 G. A report, other than those of the President and Executive Director, shall not
- 21 exceed 30 minutes, unless the time limit is waived by the Board.
- 22 H. Should two or more board members raise their hand to speak at the same time; the
- 23 President will decide which member shall speak first. This decision is not subject
- 24 to debate.
- 25 I. No board member shall interrupt another's remarks except to rise to a point of
- 26 order or a question of privilege.
- 27 J. All signatories shall be established by the State Executive Board.
- 28 K. If not voted upon, written minutes of the State Executive Board will be
- 29 considered approved without objection at the end of the quarterly business session
- 30 in which they were presented.
- 31 L. All discussions during an executive session are confidential and must not be
- 32 discussed with any person other than a fellow board member who would have
- 33 been eligible to be in attendance during that executive session.
- 34 M. Reasons for Executive Session shall be in accordance with Article 8.02 of the
- 35 ASEA Constitution. Additionally, discussions shall be confidential; however, the
- 36 member to be discussed should be notified of the pending Executive Session and
- 37 be allowed to be present during the Executive Session. The member may waive
- 38 the right to confidentiality of Executive Session and allow the discussion to
- 39 become a matter of record.

40 **4.04.000 PARLIAMENTARY PROCEDURES**

41 The board members will conduct their meetings as a large board in concert with and

42 under guidance of *Robert's Rules of Order, Newly Revised*, subject to policy and

43 procedures set within these Special Rules of Order of the State Executive Board. (Also

44 reference Policy 4.03.000 above.)

1 **4.05.000 RECORDKEEPING**

2 **4.05.010 Minutes**

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

15 **4.05.020 Polling**

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

27 **4.05.030 Report of State Executive Board Actions**

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

35 **4.05.040 State Executive Board Correspondence**

36 Occasionally, the Board will assign to the President, Executive Director, individual
37 members, or to a Subcommittee of the Board the responsibility to make inquiries, request
38 documents, conduct investigations, or otherwise communicate with third parties on behalf
39 of the Executive Board. The Secretary has the duty to maintain the official proceedings
40 and correspondence of the Executive Board. To assist the Secretary in maintaining an
41 accurate record of all officially authorized Board business, the President, Executive

1 Director, the chair of a subcommittee, and each individual member properly authorized
2 shall:

3 A. Provide to the Secretary a copy of all letters, e-mail, or facsimile purporting to be
4 official Executive Board business within 10 days of the date of issuance.

5 B. Provide to the Secretary a copy of any communication received in response to
6 items in paragraph A within 10 days of the receipt of such response.

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

10 **4.06.000 LEGAL REPRESENTATION**

11 **4.06.010 Attorney-Client Confidentiality**

12 A. The official union records, of any and all dialogue in consultation with any legal
13 counsel, shall be expunged. All consultation with legal counsel shall be
14 considered in executive session, for purpose of attorney-client confidentiality.

15 B. All State Executive Board members may not retain any written attorney-client
16 notes, reports, and documents that have been provided to or prepared by them in
17 executive session. All such materials must be returned immediately to the
18 Executive Director upon close of the executive session for disposal.

19 **4.06.020 Legal Contact**

20 No individual board member may contact outside Union counsel without prior approval
21 of the Executive Director or the Board for that expenditure, if any.

22 **4.07.000 ETHICS**

23 A. Members of the State Executive Board may not be hired into ASEA staff
24 positions for one year after leaving the Board.

25 B. Soliciting campaign contributions by ASEA Members from Staff is not allowed.

26 C. The State Executive Board has adopted an ASEA/AFSCME Local 52 Code of
27 Ethics. (See Appendix 1, Section 14.)

28
29 **4.08.000 VACANCIES**

30
31 **4.08.010 Election Process**

32 A. Vacancies on the board may be filled on a temporary basis in accordance with
33 ASEA Constitution Article 7.07.

34 B. When a board position becomes vacant, the Chair shall give notice to the board of
35 the intent to fill the vacant position. Upon notice, the Executive Director shall
36 notify the constituent members represented by the vacant position that any eligible
37 members in good standing may submit their name for consideration by the date
38 given. The notice process shall not be less than fifteen (15) days prior to the
39 election.

- 1 C. During any regular or special meeting of the board that follows the notice of intent
2 to fill a vacant position, the Chair may open nominations of candidates from the
3 remainder of the board. Members nominated for office must meet the eligibility
4 requirements for that office and must have submitted a statement of interest.
- 5 D. If only one (1) member is nominated for the vacant position, then that member shall
6 be declared elected to that position. If more than one (1) member is nominated to
7 fill the vacancy, then the board shall proceed to conduct an election by secret ballot.
- 8 E. Ballot election. If a quorum of the board is present at the meeting, each board
9 member shall write his/her choice of candidate on a piece of paper and deposit it
10 into a box (or other suitable container) under the control of the Executive Director.
11 At the request of a majority of the board, the election may be conducted by mail.
12 Mailed ballots shall be enclosed in a sealed envelope, then inserted into an envelope
13 addressed to the Executive Director, with the board member's return address and
14 signature on the outside envelope, and postmarked by the designated date. The
15 Executive Director shall tally the votes and report the result to the Secretary (or
16 acting Secretary). The Secretary shall announce the vote tally to the board and
17 declare the winner. The Executive Director shall seal and store the ballots in the
18 Union office for a period of one (1) year.

19 **5.00.000 TRAVEL AND EXPENSES**

- 20 A. Upon review of requests for reimbursement that are not specifically covered by this
21 policy, the President, Treasurer or the Executive Director shall recommend to the
22 Board, at its next regularly scheduled meeting, any additions to this policy that may
23 be necessary as a result of those reviews.
- 24 B. The Executive Director shall return denied expense reimbursement requests to those
25 submitting them. The returned expense requests should be accompanied with an
26 explanation for the denial. The return of a denied expense reimbursement request
27 shall constitute adequate response basis for an appeal to the Board should the
28 member choose to exercise their appeal rights.

29 **5.01.000 RESERVATIONS**

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

1 **5.02.000 EXPENDITURES FOR UNION BUSINESS**

2 5.02.010 Expense Report Form

3 To seek reimbursement of personal expenses for union business, a member should
4 complete a Union Statement of Expenses, attach receipts, and submit it to Union
5 Headquarters for review and approval of the Executive Director.

6 5.02.020 Reimbursement of Expense

7 A. All expense reimbursement requests must be accompanied by receipts for the
8 expenditure. If reimbursement is asked for without a receipt, a written explanation
9 should be provided. If the request is for reimbursement of a meal, the expense form
10 should contain the names of the individuals present, the purpose and the date.

11 B. Each individual must submit to the Executive Director requests for reimbursement
12 within sixty (60) days of completion of the authorized union activity. Any
13 expense not approved by the Executive Director, may be appealed to the Board.
14 Any expense report that exceeds \$500.00 (five hundred and no/100 dollars) and is
15 over sixty (60) days past the date of completion of the authorized union activity
16 must be approved by the Executive Board.

17 5.02.021 Hotel Upgrades

18 A. When an individual is staying in a hotel, the Union will reimburse the cost of the
19 room plus tax only.

20 B. A member of the Union may not ask for an upgrade of any type while on Union
21 business, unless the member pays for it. However, reasonable accommodation for
22 physical or medical disabilities will be provided by the Union.

23 5.02.022 Alcoholic Beverages or Marijuana

24 No charges for alcoholic beverages or marijuana shall be reimbursed.

25 5.02.023 Transportation/Mileage

26 A. Automobile rentals, while traveling on Union business shall only be reimbursed if
27 pre-approved by the Executive Director. In making that determination, items to be
28 considered shall be the expense for such a rental, the expense for alternate means of
29 transportation and the most efficient utilization of the individual's time. If the
30 individual will spend a great deal of their time waiting for alternate means of
31 transportation, an automobile rental may be pre-approved, even though the cost of
32 that rental might exceed the cost of alternate means of transportation.

33 B. The least expensive mode of ground transportation should be utilized. If airport
34 parking is to be reimbursed, the actual charges for the expected period to be absent
35 should not exceed the cost of cab fare.

36 C. Actual transportation costs will be reimbursed with the exception of the use of
37 personal conveyances, which will be reimbursed at the current rate allowable under
38 the IRS Code. The total expense is not to exceed the cost of coach airfare between
39 an individual's home and place of meeting.

- 1 D. All mileage reimbursement requests must be accompanied with an actual beginning
2 and ending odometer reading.
- 3 E. If the Board meeting/Union activity is held within the geographic area where a
4 member lives, that member will not be reimbursed for mileage.
- 5 F. When an ASEA/AFSCME Local 52 member is not at their regularly assigned work
6 location (duty station) and they must travel, ASEA/AFSCME Local 52 will only pay
7 the portion equivalent to the cost of the normal travel from and to their duty station.

8 **5.02.024 Airfare**

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

13 **5.02.025 Reservation Changes**

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

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

20 **5.02.026 Meal Allowance**

21 A. When the Union provides lodging for a member traveling on Union business and
22 when a member is on travel status for at least three (3) hours, the member is entitled
23 to a meal allowance, as follows: midnight – 10:00 a.m., breakfast \$12.00; 10:00
24 a.m. – 3:00 p.m., lunch \$16.00; 3:00 p.m. – midnight, dinner \$32.00. This schedule
25 will be increased as provided in the most current State of Alaska Administrative
26 Manual (AAM) 60.250.

27 B. The meal allowance for the first and last days of travel will be prorated for the time
28 in actual travel status as provided in AAM 60.250.

29 C. At the discretion of the Executive Director, and in compliance with the IRS code, an
30 in-town taxable allowance of up to sixteen dollars (\$16.00) may be paid to any
31 member on Union business for a minimum of four (4) hours within the geographic
32 area where the member lives. If the four (4) hours of Union business extends
33 beyond 6:30 p.m., the member may receive an additional meal allowance up to the
34 limits listed in AAM 60.250.

35 D. Upon request by the member, a one-time advance of up to one hundred fifty dollars
36 (\$150.00) shall be made available to all members serving in statewide elected
37 positions, for attendance at approved training seminars, meetings, conferences, and
38 conventions, and such advance must be returned at the end of their service. Meal
39 allowance checks will be sent out after events, upon receipt of the voucher
40 indicating attendance.

41 E. The Union will not pay a meal allowance to a member in instances where meals are
42 provided by the Union. If a union provided meal exceeds the allotted meal

1 allowance amount, the Executive Director shall have the discretion to approve.
2 Members with special dietary needs must pre-arrange any exceptions to this rule
3 with the Executive Director.

4 **6.00.000 HUDSON DECISION PROCEDURE**

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

7 B. The ASEA/AFSCME Local 52 Hudson Procedure is being implemented in
8 compliance with the requirements of the U.S. Supreme Court's decision in Chicago
9 Teachers, Union Local No. 1, AFT, AFL-CIO v. Hudson, 475 U.S. 292, 106 S. Ct.
10 1066 (1986) and Communications Workers v. Beck, 487 U.S. 735, 108 S. Ct. 2641
11 (1988).

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

18 **7.00.000**

19 [RESERVED]

20 **8.00.000 SEXUAL HARASSMENT**

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

23 **9.00.000 STEWARDS**

24 The following procedures apply to all chapters.

25 **9.01.000 GOALS**

26 A. To adhere to the principles set forth in the ASEA/AFSCME Local 52 Constitution
27 and the AFSCME Constitution, especially regarding the rights of all members to
28 due process and the presumption of innocence until proven guilty.

29 B. To ensure that stewards perform their duties in a responsible, knowledgeable, and
30 effective manner.

31 C. To ensure that stewards fulfill their "duty of fair representation" to each and every
32 member, without exception.

33 **9.02.000 DUTIES AND RESPONSIBILITIES OF STEWARDS**

34 A. The duties and responsibilities of stewards shall be as prescribed in the most
35 current ASEA/AFSCME Local 52's and AFSCME International's Stewards
36 Handbook.

37 B. Stewards must sign the Expectations of a Steward as prescribed on the Steward
38 Nomination application form.

1 **9.03.000 TRAINING OF STEWARDS**

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

21 **9.04.000 GUIDELINES FOR STEWARDS (Procedures)**

- 22 A. When working on members' cases, it is strongly recommended that stewards work
23 in pairs. This allows a primary and secondary steward to function on each case,
24 provides a "witness" at key meetings, and the secondary is available whenever the
25 primary steward is not available.
- 26 B. It is the duty of stewards to develop and maintain a detailed case file of written
27 records and notes to effectively represent the member. Stewards should take
28 extensive notes during any meeting with management.
- 29 C. The steward's duty and role is to be an advocate for the member and not to be
30 concerned with their personal relationship with management. The steward's
31 primary job is to protect and defend the rights of every member.
- 32 D. If a member is in error, it is appropriate for the steward to provide counseling and to
33 inform the member of the potential repercussions. This counseling must always be
34 conducted in private and not communicated to management in any way.
- 35 E. On termination or written resignation as a steward, all confidential steward files
36 shall be conveyed to the appropriate business agent or Union office.
- 37 F. On termination or written resignation as a chief steward, all administrative files
38 relating to the duties, decisions, and chapter stewards shall be transferred to the
39 successor chief steward. If the former chief steward continues to serve as a steward,
40 they shall retain the confidential steward files. On termination of service as a
41 steward, the confidential member files will be conveyed in accordance with
42 9.04.000.E.

1 **9.05.000 SELECTION AND DISTRIBUTION OF STEWARDS**

- 2 A. The general policy of the Union is that there should be at least one (1) GGU
3 steward per thirty (30) GGU members. Chapters with less than thirty (30)
4 members shall have a steward. The municipal chapters shall have the number of
5 stewards allowed in their Collective Bargaining Agreement (CBA).
6 B. To be eligible to become a steward, a member must be a permanent status
7 employee in good standing with ASEA/AFSCME Local 52 for at least one (1)
8 year. On-call or short-term non-permanent employees are not eligible to become a
9 steward.
10 C. Each chapter's executive board is responsible for conducting elections of stewards
11 in accordance with the AFSCME Elections Code.
12 D. In the event the required number of stewards is not filled by an election, then the
13 chief steward may appoint stewards with the approval of the chapter executive
14 board and verifying members' status with Union professional staff.
15 E. The steward's term of office shall expire three months after the expiration of the
16 3-year Collective Bargaining Agreement. In the event a steward does not
17 complete the term, the chapter chief steward may appoint a steward in accordance
18 with 9.05.000.D.3.
19 F. The Executive Director will provide a current list of GGU stewards to the State
20 Department of Administration and a current list of municipal stewards to the
21 appropriate municipality.

22 **9.06.000 STATEWIDE STEWARD STRUCTURE**

23 **9.06.010 Chapter Steward Committee**

- 24 A. Each chapter shall have a steward committee.
25 B. Stewards in a chapter shall make up the Chapter Steward Committee.
26 C. The Chapter Steward Committee shall have a Chief Steward elected by the
27 stewards from the Chapter Steward Committee.
28 D. All chapter stewards work under the general direction of the chapter chief steward
29 and the ASEA/AFSCME Local 52 professional staff.
30 E. The Chief Steward's term of office shall run concurrently with his/her term as an
31 elected steward.
32 F. In the event a chapter has only one steward that steward shall be the Chief
33 Steward.

34 **9.06.020 Statewide Chief Stewards Committee**

- 35 A. The Union shall have a Statewide Chief Stewards Committee whose mission is to
36 communicate and exchange information pertaining to steward issues.
37 B. The Statewide Chief Stewards Committee shall be made up of the chapter chief
38 stewards.
39 C. The Statewide Chief Stewards Committee shall have a chair who shall be elected
40 by a majority of the Chief Stewards. Election of a chair will be conducted by the
41 committee during the first meeting of each calendar year. If the chair position
42 becomes vacant, the committee will hold a special meeting to elect the chair.

1 D. The Statewide Chief Stewards Committee shall meet via teleconference at least
2 twice each calendar year.

3 9.06.030 Member Action Team

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

7 **9.07.000 DISCIPLINE AND REMOVAL OF STEWARDS**

8 9.07.010 Steward Review Panel

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

15 9.07.020 Procedures

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

1 **10.00.000**

2 [RESERVED]

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 date
20 of appropriation or the average asset balance during the current fiscal year
21 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
25 made.

26 11.02.020 Investment Management

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

35 11.02.030 Investment Policy

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

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

4 **12.00.000 UNION ACTIVITIES**

5 **12.01.000 MEMBERSHIP PARTICIPATION**

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

10 **12.02.000 DISABILITY ACCOMMODATION**

11 Members who require accommodation for a disability must notify ASEA/AFSCME Local
12 52 Headquarters of their needs at least one (1) week prior to an activity of the Union or
13 meeting of the State Executive Board.

14 **13.00.000**

15 [RESERVED]

16 **14.00.000 DUES/FEES**

17 **14.01.000 AFSCME COST OF LIVING ALLOWANCE INCREASES**

18 It is determined by the State Executive Board that the ASEA/AFSCME Local 52
19 Constitution should reflect those dues that have been authorized by the membership to be
20 collected, plus whatever the dues are that have been authorized by AFSCME. Therefore,
21 every time there is a change from AFSCME in dues, the Constitutional language in
22 Article 5 of ASEA/AFSCME Local 52 should be amended to reflect those dues actually
23 being deducted from paychecks of ASEA/AFSCME Local 52 members/agency fee
24 payers. Such amendment to the language approved through AFSCME will not require
25 ratification by the membership or AFSCME because the mandate already exists within
26 the approved language of Article 5, Section 3, of the ASEA/AFSCME Local 52
27 Constitution.

28 **14.02.000 ALTERNATIVE PAYMENT OF OUTSTANDING UNION DUES/FEES**

29 **14.02.010 Outstanding Union Dues/Fees Agreement**

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

1 **14.03.000 NEW HIRE**

2 New Bargaining Unit employees will commence paying dues/fees effective on the date of
3 hire.

4 **15.00.000 BUSINESS LEAVE**

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

8 **15.01.000 REPORTING**

9 A. The Executive Director will give a report of Business Leave usage at each
10 quarterly meeting of the State Executive Board, including the union position or
11 title of the member and purpose for usage of such business leave.

12 B. A trust established by ASEA/AFSCME Local 52 shall be billed by
13 ASEA/AFSCME Local 52 for business leave used by its Board of Trustees in
14 conducting the business of the Trust.

15 **15.02.000 GENERAL USE**

16 A. Circumstances for which Business Leave shall be approved shall include but not
17 be limited to:

- 18 1. Serving on official committees of the Union.
- 19 2. Participating as a grievant or serving as a witness in ASEA/AFSCME
20 Local 52 arbitrations.
- 21 3. Serving as a member and/or alternate of the ASEA/AFSCME Local 52
22 Judicial Panel. No petitioner, respondent or witness of a Judicial Panel
23 hearing shall be eligible for business leave.
- 24 4. Serving as an elected official on the ASEA/AFSCME Local 52 Executive
25 Board.
- 26 5. Serving as a delegate to the ASEA/AFSCME Local 52 or AFSCME
27 biennial conventions.
- 28 6. Serving as a trustee on a trust established by ASEA/AFSCME Local 52.
29 Eligibility for Business Leave for Health Trustees and Legal
30 Trustees shall be pre-approved by the Executive Director with
31 specific information provided on justification for need and
32 purpose. Such business leave to be for ministerial duties and
33 member claims appeals.
- 34 7. Business Leave for Chapter Use, see Policy 1.02.000.K.
- 35 8. Performing other official union business when pre-approved by the
36 Executive Director.

37 **16.00.000 CORPORATE CHARGE CARDS**

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

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

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 Executive Director 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 to
15 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, publication,
18 or communication without submission of the Information Request Form and
19 approval of the Executive Director.
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 Executive
22 Director.
23 E. Use of the Union's logo by chapters on promotional items must be pre-approved by
24 the Executive Director.

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
32 a 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
40 chapter purposes as determined by the chapter that are consistent with the objectives and

1 principles of ASEA/AFSCME Local 52. The request shall indicate the purpose for which
2 the information will be used and certify to confine the information to such purpose.

3 **17.01.030 Requests for Financial Information**

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

8 **18.00.000 FINANCIAL**

9 The Executive Director will report on the status of the Annual budget to the Board during
10 the Executive Director's Report at the State Executive Board meetings.

11 **18.00.010 Disbursement of Funds**

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

16 B. The Executive Director shall have the authority to use electronic signatures in the
17 payroll and payables check writing process, insofar as either process involving
18 check creation meets all AFSCME Financial Standards Codes and FASB Codes.
19 Any utilization of the electronic signatures shall be under a secure environment
20 with ASEA/AFSCME Local 52 Headquarters.

21 C. The Executive Director shall approve all vouchers and payroll time sheets before
22 creation of any checks and advise slips for review by the authorized Executive
23 Board members. A Check Detail Report (Account Payable or Payroll) shall be
24 prepared by the appropriate accounting staff.

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

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

31 1. Review by the Treasurer (or his/her board-approved designee). The
32 Treasurer (or his/her board-approved designee) shall review the Check
33 Detail Report and, within 48 hours from receipt, shall notify the Executive
34 Director (or his/her designees) in person, or via a faxed copy of the Check
35 Detail Report bearing his/her signed approval, his/her approval to disburse
36 the payables and/or payroll expenditures. The Treasurer's copy of the
37 Check Detail Report bearing his/her original signature (or that of his/her
38 board-approved designee) shall then be forwarded to the appropriate
39 accounting staff at ASEA/AFSCME Local 52 Headquarters.

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

41 (a) Upon receipt of the Treasurer's (or his/her board-approved
42 designee) signed approval to disburse, the President (or his/her

1 board-approved designee) shall be provided with the Check Detail
2 Report signed by the Treasurer (or his/her board-approved
3 designee).

4 (b) The President (or his/her board-approved designee) shall review
5 the Check Detail Report and, within 24 hours from receipt, shall
6 notify the Executive Director (or his/her designees) in person, or
7 via a faxed copy of the Check Detail Report bearing his/her signed
8 approval, his/her approval to disburse the payables and/or payroll
9 expenditures. The President's copy of the Check Detail Report
10 bearing his/her original signature (or that of his/her board-approved
11 designee) shall then be forwarded to the appropriate Accounting
12 Department at ASEA/AFSCME Local 52 Headquarters.

13 3. In the event that the above timelines in E.1 and 2 are not met, the
14 Executive Director will have the authority to approve disbursements so
15 payments are made in a timely manner.

16 F. If upon review corrections need to be made to the payables and/or payroll, the
17 Executive Director (or his/her designees) shall be notified immediately by the
18 officer and the corrections, if appropriate, will be made by the appropriate
19 accounting staff.

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

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

26 **18.00.020 Staff Authorizations**

27 The Board authorizes the Executive Director (or designee) to initiate required wire
28 transfers, EFTs, ACHs or checks for approval of the authorized Board members, to obtain
29 account balances and transfer funds within accounts.

30 **18.00.030 Expenditure Authorization**

31 The Executive Director shall have the authority to oversee and administer the adopted
32 operating and capital budget.

33 **18.02.000 PERSONNEL**

34 **18.02.010 Staff Policy Manual**

35 The Executive Director shall provide each staff member and each board member with a
36 copy of the current staff policy manual.

37 **18.02.020 Staff Vacancies**

38 A. The Executive Director shall be responsible for hiring staff. Vacancies shall be
39 filled in accordance with terms of the Staff Collective Bargaining Agreement,
40 Staff Policies and ASEA/AFSCME Local 52 Constitution.

- 1 B. If time permits, staff vacancies shall be advertised for a period of up to thirty (30)
2 days. In an emergency situation, the Executive Director may fill a vacancy within
3 a shorter period of not less than ten (10) working days' notice. All vacancy
4 notices shall be sent to chapter presidents, posted to the Union website, placed
5 with the State of Alaska Department of Labor Job Service, posted in all
6 ASEA/AFSCME Local 52 offices and posted in any current Union publication at
7 least ten (10) working days prior to the vacancies being filled.
- 8 C. The Executive Director will see that the membership is notified in a timely
9 manner of hiring of any new staff.

10 **18.02.030 Staff Termination**

11 The Executive Director shall have authority to terminate staff in accordance with the
12 applicable provisions of the Staff Collective Bargaining Agreement or employment
13 contract.

14 **19.00.000 TELECONFERENCES**

- 15 A. No meal allowance or other expenses, except business leave when required, shall
16 be paid for any teleconferences, unless authorized by the Executive Director.
- 17 B. For scheduling purposes, the Administrative Assistant shall be notified, whenever
18 possible, at least 24 hours before a teleconference is desired.

19 **20.00.000 RATIFICATION**

20 **20.01.000 DUES RATIFICATION**

- 21 A. The State Executive Board shall meet and certify that the proposed changes meet
22 all ASEA/AFSCME Local 52's and AFSCME's constitutional requirements.
- 23 B. The State Executive Board shall draft an informational briefing paper that will
24 accompany the ballots for the members with statements of the reasons for the dues
25 change. This briefing paper must be factual and objective.
- 26 C. The State Executive Board shall schedule informational meetings for the
27 membership during and prior to the balloting. These meetings shall be conducted
28 by members of the State Executive Board, and shall not be later than seven days
29 prior to the ballot counting.
- 30 D. The State Executive Board shall schedule the ratification vote.
- 31 E. Proxy voting will not be allowed.
- 32 F. Issues not addressed by this policy, or exceptions to this policy, shall be subject to
33 the approval of the State Executive Board prior to implementation.

34 **20.02.000 RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT**

- 35 A. The Contract Negotiating Committee spokesperson will sign all tentative
36 Collective Bargaining Agreements, upon approval of the Contract Negotiating
37 Committee.

- 1 B. Once a tentative Collective Bargaining Agreement has been reached, the Contract
- 2 Negotiating Committee or authorizing body shall inform the State Executive
- 3 Board in writing requesting a ratification vote.
- 4 C. The Contract Negotiating Committee shall draft a statement reflecting the gains
- 5 and losses over the old contract that will accompany the ballots for the members.
- 6 D. The State Executive Board and the Contract Negotiating Committee, with staff
- 7 assistance, shall schedule and conduct informational meetings for the membership
- 8 during and prior to the balloting.
- 9 E. A copy of the entire tentative Collective Bargaining Agreement shall be made
- 10 available to any member upon request and shall be posted to the Union website.
- 11 F. Voting procedures shall be determined by the State Executive Board, with input
- 12 from the Contract Negotiating Committee.
- 13 G. Proxy voting will not be allowed.
- 14 H. Once a tentative Collective Bargaining Agreement has been ratified by the
- 15 membership, in addition to any signatory to any Collective Bargaining Agreement
- 16 who may be authorized by the Contract Negotiating Committee, the President of
- 17 ASEA/AFSCME Local 52 will be a signatory to such agreement.
- 18 I. Issues not addressed by this policy, or exceptions to this policy, shall be subject to
- 19 the approval of the State Executive Board prior to implementation.

20 **20.03.000 STRIKE AUTHORIZATION VOTING POLICY**

- 21 A. Ballots will be handled as follows:
- 22 1. To be counted, all ballots must be returned by mail and date stamped by
- 23 the ballot counting contractor with required information on the outer
- 24 envelope by 12:00 noon of the election date.
- 25 2. Improperly marked ballots will not be counted.
- 26 3. In the event, more than one ballot is cast, only the last received ballot will
- 27 be counted.
- 28 4. If the ballot includes more than one question, each question will be tallied
- 29 separately and all votes will be counted.
- 30 5. The following instructions will be included with each ballot:
- 31 (a) Mark your ballot and then place it in the envelope labeled
- 32 “OFFICIAL BALLOT.”
- 33 (b) Place the Official Ballot envelope (with your ballot enclosed) into
- 34 the postage paid, business reply envelope pre-addressed to [the
- 35 ballot counting contractor].
- 36 (c) Seal the “BALLOT” envelope and place it in the postage paid,
- 37 pre-addressed business reply envelope.
- 38 (d) All ballots **MUST BE RETURNED BY U.S. MAIL** and they will
- 39 only be counted if received by 12:00 noon on or before [election
- 40 date].
- 41 (e) Ballots will be opened and counted no earlier than at 12:00 noon
- 42 on [election date].
- 43 (f) Improperly marked ballots will not be counted.

- 1 (g) If more than one ballot is received from a member, only the most
2 recent ballot will be counted.
- 3 B. The ballots will be mailed to:
- 4 1. All those the Union thinks may meet the Alaska Labor Relations Agency
5 requirements.
- 6 2. All people on the Excelsior List provided by the State.
- 7 C. The ballot package to be mailed out will include:
- 8 1. Ballot
- 9 2. Contract Negotiating Committee Statement
- 10 3. Executive Board Statement
- 11 4. Ballot Instructions
- 12 5. Official Ballot Envelope
- 13 6. Postage paid, Pre-addressed Business Reply Envelope
- 14 7. Outgoing Envelope
- 15 D. Every effort will be made to have a strike vote meeting(s) in each community with
16 more than 25 voting members/agency fee payers. All communities with fewer
17 than 25 voting members/agency fee payers will be contacted by phone. Onsite
18 contacts will be by a core group of trained communicators who shall be provided
19 with a membership list. An outline for communicators will be a consistent
20 message.
- 21 E. Appointed members of the State Executive Board to an ad hoc ballot committee
22 shall resolve all balloting issues. Decisions may be appealed to the State
23 Executive Board. The State Executive Board certifies the election.

24 **21.00.000 BONDS/LIABILITY/INDEMNIFICATION COVERAGE**

- 25 A. Wherever possible, indemnification coverage shall be obtained for the
26 ASEA/AFSCME Local 52 Executive Board and ASEA/AFSCME Local 52 Staff,
27 to protect them from personal liability.
- 28 B. Chapter activities are covered by ASEA's liability policy.

29 **22.00.000 ELECTION PROCESS FOR OFFICERS AND AFSCME**
30 **CONVENTION DELEGATES**

- 31 A. Notice of Nominations.
- 32 1. The Election Committee shall cause to be mailed, either separately or by
33 prominent inclusion in an official publication of the Union, a Notice of
34 Nominations and Elections to all eligible ASEA/AFSCME Local 52
35 members at their last known address, in accordance with or subject to the
36 timelines established in Article 7 of the ASEA/AFSCME Local 52
37 Constitution. A mailing house may be used for this purpose.
- 38 2. Notices of Nominations shall include the following information:
- 39 (a) the office to be filled and the term of each office.
- 40 (b) all pertinent dates and deadlines pertaining to nominating petitions
41 and candidate statements, when ballots will be mailed, when
42 ballots will be counted, run-off elections and ballot counting.

1 (c) instructions on how to complete and submit the nominating
2 petition and candidate statement.

3 (d) a nominating petition.

4 3. Prior to distribution, ASEA/AFSCME Local 52 support staff shall present
5 a draft Notice of Nominations to the Election Committee Chair for
6 approval by the committee.

7 B. Nominating Petitions and Candidate Statements.

8 1. A standardized nominating petition will be provided with the Notice of
9 Nomination and shall also be available from the Union Field Offices in
10 Fairbanks and Juneau, as well as Union Headquarters in Anchorage, and
11 shall be available in PDF format on the Union's web site.

12 2. Nominations shall be made on the standardized nominating petition, or in
13 writing within a non-standardized format containing all the same
14 information as the standardized nominating petition.

15 3. Nominating petitions may be emailed, mailed, faxed to Union
16 Headquarters, or hand-delivered to Union Headquarters or any Union Field
17 Office. A nominating petition received by email or fax shall be deemed an
18 original document.

19 4. Nominating petitions will be date-stamped with the time of receipt written
20 by the Union, and all nominating petitions received by Union Field Offices
21 shall be forwarded via fax or scanned and emailed to Union Headquarters
22 that same date.

23 5. Union staff shall verify that nominees are under the proper occupational or
24 regional category, when applicable, and that all candidates are members in
25 good standing.

26 6. Union support staff shall notify the Election Committee Chair of all
27 qualified candidates, with documentation of any disqualified petitioner for
28 nomination.

29 7. At the time nominees are verified to be eligible and are officially
30 recognized as candidates by the Election Committee, their names will be
31 considered public information and the list of nominees shall be posted to
32 the ASEA website.

33 8. Each candidate is allowed to submit a statement of the candidate's
34 personal qualifications for the office sought. A candidate's statement may
35 only contain reference to personal qualifications, education, Union
36 positions, experience and accomplishments. Candidate statements may
37 not contain references to other candidates or individuals. If the Election
38 Committee disallows a candidate statement, the Election Committee shall
39 give the candidate an opportunity to submit a corrected statement to be
40 received by the Election Committee twelve (12) days before the ballot
41 mailing deadline. Statements that meet these criteria will be included in
42 the ballot mailing.

43 The candidate statement process shall be governed by the
44 following procedure:

- 1 (a) Union Headquarters will mail a candidate's statement form to each
2 candidate. The form will be an 8-1/2 x 11 sheet of paper and shall
3 contain the standardized union disclaimer noted in
4 22.00.000.B.8(c). Those candidates wishing to submit a
5 candidate's statement will use this form. Statements will be
6 produced in black and white. Please note that pictures/photos will
7 appear much darker than the original.
- 8 (b) The order of appearance of statements shall follow the same order
9 used to list the candidates' names on the ballot.
- 10 (c) On each candidate statement, the following disclaimer by the
11 Union shall be noted: "(This statement is the candidate's. Its
12 factual accuracy has not been verified and it does not necessarily
13 represent official ASEA/AFSCME Local 52 policy or positions.)"
- 14 (d) Candidate statements are to be submitted to the Union Office, and
15 will be date-stamped with the time of receipt written on the back of
16 the statement by Union Office staff.

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

18 C. ASEA/AFSCME Local 52 Election Campaigning.

- 19 1. No union funds may be spent campaigning for any candidate seeking
20 union office.
- 21 2. No publication sponsored by or supported by the Union may endorse or
22 discourage the endorsement of a candidate for union office. (Reference
23 17.03.000, "E-mail.")
- 24 3. The Union shall control access to membership mailing lists. Notice of
25 access to Union membership and chapter office mailing lists shall be
26 included in the primary publication of the Union at the time of solicitation
27 of candidate nominations.
 - 28 (a) ASEA/AFSCME Local 52 candidates are entitled to mailing labels
29 provided by the Union to be affixed to campaign literature, each
30 candidate will prepay for the cost of printing and affixing labels.
31 Candidates are responsible for delivering to the ASEA/AFSCME
32 Local 52 Anchorage office mail-ready campaign materials with
33 postage affixed. ASEA staff will be responsible to address and
34 mail campaign materials at the candidate's expense.
- 35 4. Access to Membership Lists.
36 No listing of member work and/or home numbers will be released by
37 ASEA for the purpose of telephonic campaigning.
- 38 5. The Union's e-mail, website, or webmail systems may not be used in
39 campaigning for union office. Chapter websites may not be used for
40 campaigning or promotion of candidates.
- 41 6. Within a state owned or leased building or facility, campaign materials
42 may only be posted on official Union bulletin boards.

43 D. Preparation and Mailing of the Ballots.

- 44 1. Following the nomination petition and candidate statement deadline, the
45 Election Committee shall review all election materials. Packets of election

1 materials (including copies of nominating petitions, candidate statements,
2 and draft ballots) shall be distributed to all Election Committee members.
3 The Election Committee may meet telephonically, if needed, during this
4 review process. The Election Committee shall review the draft ballots for
5 the following:

- 6 • the correct spelling of each candidate's name.
- 7 • The member's name and address are preprinted on the postage
8 paid, pre-addressed business reply envelope.
- 9 • the correct dates and deadlines.
- 10 • clear identification of the number of people to vote for.
- 11 • instructions which clearly indicate how to mark the ballot.
- 12 • if more than one (1) ballot is required, ballots shall be color coded
13 to properly identify the appropriate voting groups.

14 2. Candidates shall be listed on the ballot in random order as determined by
15 the Elections Committee.

16 3. The ballot shall minimally include the following instructions:

- 17 (a) Mark the ballot.
- 18 (b) Place the ballot in the envelope with "BALLOT" printed on it.
- 19 (c) Seal the "BALLOT" envelope and place it in the postage paid,
20 pre-addressed business reply envelope.

21 4. Upon final approval by the Election Committee, Union staff shall
22 administer the printing and mailing of the ballots and candidate
23 statements. Staff shall inspect the membership data provided by the state
24 for accuracy and completeness before transferring it to the mailing house.

- 25 (a) A master membership list shall be run at the same time the ballot
26 labels are prepared.
- 27 (b) Ballots mailed to locations which are not connected to the
28 Anchorage road systems will be mailed First Class.
- 29 (c) If a member, for whatever reason, is in need of a replacement
30 ballot, Union Headquarters shall provide the replacement ballot in
31 a timely manner.

32 5. Any problem with the election process should be brought to the Election
33 Committee's attention as soon as possible. Notification can be by phone
34 or e-mail and should include all Election Committee members. Written
35 documentation of any such contact shall be kept by Union staff.

36 6. If problems involving an election arise that require investigation, the
37 Election Committee should oversee the inquiry.

38 E. If a third-party independent contractor is selected to count the ballots, the Election
39 Committee will provide them a key to the Election Committee Post Office box.

40 F. Security of Ballots.

41 1. All ballots are mailed to a U.S. Post Office box paid for and designated
42 solely for election purposes. During the election process, ballots shall be
43 retained at the U.S. Post Office until the designated time for the counting
44 of ballots.

- 1 2. During the election process, keys to the Election Committee Post Office
2 box are to be kept by the Election Committee Chair [or designee(s)].
- 3 G. Observers.
- 4 1. Each candidate may designate his or her own observer to be present during
5 the ballot counting. A candidate may not serve as the observer.
- 6 2. The observers may not assist in the actual conduct of the election, may not
7 engage in any kind of campaigning, may not wear buttons or badges in
8 support of a candidate, pass out leaflets, or attempt to discuss the election
9 with anyone while observing.
- 10 3. Observers have the right to call to the attention of the Election Committee
11 members present any perceived violation of proper procedure which they
12 may observe during the ballot counting.
- 13 H. Disruptive Behavior. Observers, Election Committee members, or other members
14 of the Union who, in the judgment of the Election Committee or the third-party
15 independent contractor, are disruptive to the conduct of the ballot counting, may
16 be required to leave by the Election Committee.
- 17 I. Counting of Ballots.
- 18 1. Ballot counting takes place at ASEA/AFSCME Local 52 Headquarters in
19 Anchorage AK or other location if another facility is selected to
20 accommodate the ballot counting.
- 21 2. The following procedure shall be used in counting the ballots.
- 22 (a) Upon delivery of the ballots, the ballots are sorted alphabetically.
- 23 (b) The names on each ballot are then to be compared with lists
24 [provided by the Executive Director (or designee)] of
25 ASEA/AFSCME Local 52 members in good standing. Any ballots
26 with names not listed are to be sent to the Executive Director (or
27 designee) for confirmation as a disallowed ballot. Disallowed
28 ballots are to be put in the “Disallowed Ballot” pile.
- 29 (c) Following the check-off of names, the outer envelopes shall be
30 opened and the contents removed. Contents should be the inner
31 ballot envelope. The outer envelopes are to be batched up and
32 saved (in the event of a recount).
- 33 (d) The inner ballot envelopes are then opened and ballots removed. If
34 the intent of the member voting is clear, the ballot should be
35 counted regardless of any comments written on the ballot, with the
36 exception of any member identification on the ballot. If a voter has
37 signed their name to or initialed the ballot, the entire ballot will be
38 disallowed.
- 39 (e) Such deviations from the instructions on the ballot, as making a
40 check-mark instead of an “X,” should not serve to disallow a
41 ballot. If the intention of the voter is clear, count the vote.
- 42 (f) If a ballot is partly spoiled, that does not void the entire ballot. For
43 example, if a voter has voted for two (2) candidates for President,
44 his or her ballot is void for that office. But if the same voter has

- 1 voted for only one (1) candidate for other listed offices, the vote for
2 those offices is counted.
- 3 (g) Write-in votes are not counted; those ballots are treated as though
4 they were blank for the office for which a write-in appears.
- 5 (h) In a situation where the Election Committee must rule on a ballot
6 being allowed or disallowed, a majority vote of the Election
7 Committee will decide the question.
- 8 (i) A record is maintained of the number of disallowed and void or
9 totally blank ballots. These will not be included in the tally of
10 valid ballots.
- 11 (j) When the tabulation of the unquestioned ballots has been
12 completed, the Election Committee should turn its attention to any
13 remaining questioned ballots. If the number of questioned ballots
14 is not large enough to change the outcome of any of the contests,
15 the Election Committee is free to refuse to decide the questioned
16 ballots. In that case, the ballots remain in the sealed envelopes but
17 are retained with the rest of the ballots and the election records. If
18 the number of questioned ballots is great enough that it might
19 affect the outcome of one or more races, the Election Committee
20 must then take up each questioned ballot separately and, without
21 opening the envelope, make a decision as to whether or not the
22 ballot should be counted. In those cases where the Election
23 Committee decides to count the ballot, the envelope should be
24 opened and the ballot deposited, unexamined, in the now-empty
25 ballot box. When all questioned ballots have been disposed of, the
26 ballots in the box should be counted and added to the previous
27 tally. A record should be maintained of the names of those whose
28 ballots were questioned and of the disposition of each.
- 29 (k) The ballots are then to be batched together into groups of 25
30 ballots/group. The Executive Director (or designee) will provide
31 tally sheets. A tally sheet goes with each group of 25 ballots.
32 Votes are then counted and recorded on the tally sheet. A second
33 person must confirm the vote count on each group of 25 ballots.
34 Each person will place their initials on the tally sheet.
- 35 (l) If the counting must be interrupted on the Election Day and
36 continued the following day, all materials must be secured for the
37 night by boxing up all election ballots, documents, and materials,
38 and temporarily storing these boxes in a locked room. The
39 following morning, all ballot materials are returned to the count
40 area, and the count resumed.
- 41 (m) In the event finalization of a count must be delayed, no Election
42 Committee member or volunteer working on the count shall
43 divulge preliminary results before the Election Committee certifies
44 final results.

- 1 3. Following batching and count, results are then consolidated and entered
2 onto a Summary Count Form [provided by the Executive Director (or
3 designee)].
- 4 4. Results are then confirmed by the Election Committee.
 - 5 (a) A signed, formal report is submitted by the Election Committee to
6 the Executive Director for distribution to the State Executive
7 Board. The report should state the total number of ballots counted,
8 the final count, and the number of disallowed and totally blank
9 ballots. The formal report shall also state the winner(s) of the
10 election in accordance with AFSCME Elections Manual
11 procedures.
 - 12 (b) All Candidates shall then be called by the Election Committee and
13 notified of the election results.
 - 14 (c) The Elections Report shall be placed on the ASEA/AFSCME
15 Local 52 web site.
- 16 5. Upon completion of the formal report, all election materials (including
17 counted ballots, tally sheets, return envelopes, disallowed and totally blank
18 ballots) must be boxed up, taped, secured, labeled, dated, and initialed by
19 at least two (2) Election Committee members. These boxes are then to be
20 archived in the secured storage of Union Headquarters for no less than one
21 year from the Date of Election.
- 22 6. Recount.
 - 23 (a) In the event of a recount, the election boxes shall be unsealed in the
24 presence of Election Committee members and observers.
 - 25 (b) The postage paid, pre-addressed business reply envelopes (with
26 required information) are to be checked off against the list of
27 members in good standing.
 - 28 (c) The ballots are then to be recounted and results compared to the
29 tally sheets and final Summary Count Form.
 - 30 (d) All disallowed ballots are then to be reviewed by Election
31 Committee members and observers.
 - 32 (e) The Election Committee will submit a signed Final Report to the
33 Executive Director for distribution to the State Executive Board on
34 the results of the recount. All members of the Election Committee
35 participating in the recount are to sign the formal report.
 - 36 (f) All Candidates shall then be called by the Election Committee and
37 notified of the election results.
 - 38 (g) In order to notify the membership, the Elections Report shall be
39 placed on the ASEA/AFSCME Local 52 web site.
- 40 J. Run-Off Elections for Officers Only.
 - 41 1. In the case no candidate receives a majority of the votes, a run-off election
42 for that office must be held. The ballot for a run-off election will contain
43 two (2) names for each office. In most cases this will mean listing the two
44 (2) candidates who ran first and second place during the original election.

- 1 2. If one of the top two vote-getting candidates withdraws, the third highest
2 vote-getting candidate will take their place. Only if all other candidates
3 withdraw from the race can a run-off election be avoided.
- 4 3. The run-off election shall be held on the dates identified on the original
5 Notice of Nomination and shall follow the same election rules as that of
6 the original election. This includes the preparation and mailing of the
7 ballots, security of the ballots, observers, and counting the votes. No new
8 statements from the candidates will be accepted. The original statements
9 shall be included with the run-off ballots.
- 10 4. The 30-day rule to conduct the election will apply to run-off elections.
- 11 K. Protests. A protest is not the same as a challenge. A challenge questions a
12 nominee's right to run for office and must be raised by a member before the
13 election is actually held. A protest questions the actual conduct of the election
14 itself.
 - 15 1. Protests and challenges shall be filed with the Election Committee in
16 accordance with Appendix D of the AFSCME Constitution.
 - 17 2. Any protester or nominee adversely affected by a decision of the Election
18 Committee on a challenge or a protest may file an appeal with the
19 AFSCME Judicial Panel, which retains jurisdiction in all election matters.
- 20 L. Installation of Officers.
 - 21 1. Newly elected officers have, in fact, been the officers of the Union from
22 the moment the Election Committee's Report was presented to the
23 Executive Director for distribution to the State Executive Board and are
24 legally bound by the Obligation of an Officer.
 - 25 2. Outgoing officers are obligated to turn over to their successors all books,
26 papers, and other property of the union, and they remain under bond until
27 they have done so. (AFSCME Local Union Elections Manual,
28 "Installation of Officers")
- 29 M. Constitutional Amendments. Constitutional amendments may also be submitted
30 outside the Biennial Convention in accordance with Article 16.C, of the
31 ASEA/AFSCME Local 52 Constitution. Upon receipt the State Executive Board
32 will support, oppose, or reject the proposed constitutional amendment in such a
33 manner that the election may be held in accordance with the timelines in Article
34 7.05. of the ASEA/AFSCME Local 52 Constitution.
- 35 N. At the conclusion of the election cycle, the Election Committee shall provide a
36 comprehensive report to the State Executive Board, which includes at a minimum:
 - 37 1. Procedural problems or irregularities, and the resolution of problems or
38 irregularities.
 - 39 2. Ineligible candidate listing, and the reason for ineligibility.
 - 40 3. Minutes of all Election Committee meetings and/or teleconferences.
 - 41 4. Suggested improvements/changes for the next election cycle.

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
8 used to broadcast information detrimental to the interest of ASEA/AFSCME
9 Local 52 or to engage in "spamming," "flaming," and attacks on any
10 ASEA/AFSCME 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 Executive Director.

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. Chapter broadcast emails must be drafted by the chapter in a ready-to-send format.
28 ASEA staff will not prepare the email message.

29 C. Broadcast messages from the Chapter President or Chapter Chief Steward to the
30 Chapter stewards shall be copied to the Executive Director.

31 **24.00.000 OCCUPATIONAL CLASSIFICATIONS**

32 Occupational classifications for Administrative, Technical, Professional, will be in
33 accordance with the state's classification system. The Board may develop and publish
34 written criteria to be uniformly applied for deviation from the state's classification

1 system. If the Board determines a deviation necessary, it will send written notice of its
2 findings and criteria to affected job classes prior to annual notice for nominations and
3 elections.

4
5 **42.00.000**

6 [RESERVED]

7 **98.00.000 POLICIES AND PROCEDURES**

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

10 **98.01.000 AMENDMENTS**

11 A. The State Executive Board, upon a 30-days' notice of the proposed change to
12 chapter presidents and members of the Board, may amend these Policies and
13 Procedures by a two-thirds (2/3rds) vote at a regularly scheduled meeting.

14 B. All amendments to this manual must be incorporated and made available to the
15 State Executive Board within 30 calendar days of their adoption.

16 **98.02.000 SUSPENSION OF THE RULES**

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

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 Executive Director.

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.

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. ASEA EMPLOYMENT
 - A. Executive Director Job Description
 - B. Lobbyist Job Description
 - 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. 50)
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
15 employee of the union to:
- 16
- 17 1. have a significant financial interest in any agency, which bargains
18 collectively 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
26 parent or child, uncle, aunt, niece, nephew or business partner of such officer,
27 chapter 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
32 an 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
36 position with respect to, or who otherwise exercises responsibilities or influence in
37 the 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
41 plan sponsored by the union.

ASEA/AFSCME Local 52, AFL-CIO POLICIES and PROCEDURES
(Revised and, with due notice, approved February 6, 2017)

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

