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# **POLICIES and PROCEDURES**

**(Draft P&P Subcommittee  
Recommendations)**

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 All prior policies and procedures shall be rescinded upon the adoption of the following policies and procedures by the State Executive Board.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

DRAFT

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 be  
28 used to determine chargeable, partially chargeable, or non-chargeable expenses under  
29 the Hudson Decision (please read policy on the Hudson Decision for full information).

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

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

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

39 D. After thirty (30) days' notice to the chapter, the Executive Director shall withhold  
40 support checks from chapters that are not in compliance with the reporting  
41 requirements. Chapters will receive all monies withheld upon compliance with  
42 reporting requirements.

1 **1.03.000 GUIDELINES FOR STAFF ASSISTANCE TO CHAPTERS**

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

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

36 **1.03.010 Newsletters**

37 Staff shall not prepare Chapter newsletters.

38 **1.03.020 Websites**

- 39 A. Chapters and Committees must secure approval from the Executive Director to  
40 establish website or social networking accounts or postings. ~~ASEA Anchorage-~~  
41 ~~Headquarters shall periodically review the content of Chapter and committee-~~



1 ~~website postings to ensure such content is consistent with the goals and objectives~~  
2 ~~of the Union.~~

3 B. ASEA Anchorage Headquarters shall periodically review the content of Chapter  
4 and committee website postings to ensure such content is consistent with the goals  
5 and objectives of the Union. ~~Chapters and Committees must secure approval from~~  
6 ~~the Executive Director to establish website or social networking accounts or~~  
7 ~~postings.~~

8 C. The domains for ASEA chapters are the intellectual property of ASEA/AFSCME  
9 Local 52. Chapters will be billed annually to maintain the domain's license.

10 **1.04.000 HIRING OF CHAPTER STAFF PERSONNEL**

11 Chapters may not hire employees.

12 **1.05.000 CHAPTER FUNDS**

13 A. Each chapter receives a share of dues, as allocated under ASEA Constitution  
14 Article 10.06. Chapter funds may only be spent in accordance with the AFSCME  
15 Financial Standards Code. Chapter funds may only be held in checking, savings, or  
16 certificates of deposit at an FDIC insured bank or NCUSIF insured credit union.  
17 Chapters may not invest funds.

18 B. To maintain security of Union chapter funds, all chapters will be required to have  
19 on file with the Union Headquarters an approved Automated Clearing House  
20 (ACH) Deposit/Withdrawal form for all chapter financial institution accounts that  
21 are in the name of the chapter. The ACH form will allow Union Headquarters to  
22 electronically deposit chapter support payments to each chapter's designated  
23 account each month rather than sending a check. In the event that a chapter is  
24 determined to be inactive, the ACH will provide the Union with a method to be  
25 able to withdraw the funds of the inactive chapter and hold them in escrow to  
26 prevent loss of the funds. A chapter will be declared inactive by State Executive  
27 Board motion on recommendation of the ASEA Executive Director.

28 C. Chapter funds may not be spent for political purposes, or contributed to any  
29 political candidate or political entity. Chapter funds may not be used to conduct  
30 member surveys or to conduct activities inconsistent with the Union's goals as  
31 established by the State Executive Board.

32 D. Chapters may conduct fundraising activities subject to approval by the Executive  
33 Director.

34 E. Chapter funds, including those raised by the Chapter, may not be used to purchase  
35 any type of alcoholic beverage.

1 **2.00.000 COMMITTEES**

2 **2.01.000 GENERAL**

- 3 A. PURPOSE: The State Executive Board has created committees to help identify  
4 issues facing the membership. Each committee's specific purpose can be found in  
5 P&P 2.03. In general, the purpose of committees is to bring committee members  
6 together to share ideas, perspectives, and to identify issues unique to the group the  
7 committee represents. A committee may develop strategies, ideas, and suggestions  
8 for addressing issues and submit its recommendations to the State Executive  
9 Board, through the Executive Director. The Executive Director may act on  
10 recommendations that fall within the committee's purpose. Otherwise, the  
11 Executive Director will refer recommendations to the State Executive Board for  
12 further consideration. The State Executive Board may delegate assignments or  
13 tasks to a committee. A committee may only implement actions specifically  
14 authorized by the Executive Director or the State Executive Board.
- 15 B. BUDGET: The State Executive board shall adopt an annual budget for each  
16 committee. Committees may submit budget requests to the State Executive Board  
17 through the Executive Director. A committee's budget is used primarily to  
18 facilitate meetings of the committee such as teleconferences and face-to-face  
19 meetings of committee members. All expenditures must be pre-approved by the  
20 Executive Director. No committee or individual committee member shall have the  
21 power to act as an agent for or otherwise bind the Union in any manner  
22 whatsoever. (*ASEA Constitution 13.01*)
- 23 C. FUNDRAISING: Committees may conduct fundraising activities subject to  
24 approval by the Executive Director. Funds received from fundraising efforts shall  
25 be placed in the ASEA/AFSCME Local 52 general account. The State Executive  
26 Board will allocate those funds to the appropriate Committee.
- 27 D. Committee funds may not be spent for political purposes, or contributed to any  
28 political candidate or political entity. Committee funds may not be used to  
29 conduct member surveys or to conduct activities inconsistent with the Union's  
30 goals as established by the State Executive Board. Committee funds may not be  
31 used to purchase any type of alcoholic beverage.
- 32 ~~D~~E. A committee may recommend ideas for outreach to the membership or surveys of  
33 the membership to the State Executive Board. Implementing such  
34 recommendations is the prerogative of the State Executive Board.
- 35 ~~E~~F. The ASEA President will be informed of all committee meetings and the date of  
36 the committee meeting will be posted on the ASEA website calendar.
- 37 ~~F~~G. Committees are required to provide the President, through the Executive Director,  
38 written minutes of all meetings no later than 30 days from the date of the meeting.
- 39 ~~G~~H. A standing committee may be constituted only if specifically authorized as a  
40 standing committee in the ASEA/AFSCME Local 52 Constitution.
- 41 ~~H~~I. Materials distributed to members by ASEA Committees shall be reviewed and  
42 approved by the Executive Director.

1 **2.02.000 ELECTED COMMITTEES/PANELS**

2 2.02.010 Judicial Panel

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

24 2.02.020 Contract Negotiating Committees

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

29 2.02.021 Collective Bargaining Information

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

34 **2.03.000 APPOINTED COMMITTEES**

35 2.03.010 General

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

- 37
- 38 A. APPOINTMENTS: All committee members shall be appointed in accordance with  
39 Article 8.04 of the ASEA/AFSCME Local 52 Constitution.

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

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

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

10 All resignations by a committee appointee must be submitted in writing to the  
11 President, through the Executive Director. Upon a majority vote of the State  
12 Executive Board, ~~a committee member may be removed from the committee, or a~~  
13 ~~committee may be dissolved.~~ A committee member may only be removed on  
14 grounds provided in Article X of the AFSCME Constitution. Accused committee  
15 members shall have the right to a fair trial with strict adherence to due process.

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

19 E. LIAISON: Committees listed in 2.03.050 through 2.03.080 and 2.03.100 will  
20 have a designated State Executive Board liaison appointed by the President, with  
21 concurrence from the Board. Liaisons will have a voice but no vote and cannot  
22 serve as chair.

23 2.03.015 Websites

24 A. Committees must secure approval from the Executive Director to establish website  
25 or social networking accounts or postings. ~~ASEA Anchorage Headquarters shall~~  
26 ~~periodically review the content of committee website postings to ensure such~~  
27 ~~content is consistent with the goals and objectives of the Union.~~

28 B. ASEA Anchorage Headquarters shall periodically review the content of committee  
29 website postings to ensure such content is consistent with the goals and objectives  
30 of the Union. ~~Committees must secure approval from the Executive Director to~~  
31 ~~establish website or social networking accounts or postings.~~

32 C. The domains for ASEA committees are the intellectual property of  
33 ASEA/AFSCME Local 52. Committees will be billed annually to maintain the  
34 domain's license.

35 2.03.020 Election Committee

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

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

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

14 **2.03.030 Grievance Review Committee**

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

34 **2.03.031 Right of Appeal**

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

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

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

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

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

### 28 2.03.032 Standards of Review

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

1 and received 10 calendar days prior to the date of the hearing. Hearings may be  
2 conducted telephonically. Advance notice of the hearing shall be adequate to  
3 arrange the presence of other witnesses deemed necessary by the participants or  
4 the Panel.

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

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

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

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

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

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

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

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

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

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

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

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

1 2.03.040 ASEA/AFSCME Local 52 Political Action Committee

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

8 2.03.050 ~~Rural Advisory~~Presidents Advisory Committee

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

16 2.03.060 Women's Issues Committee

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

21 2.03.070 Bush Community Committee

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

29 2.03.080 Probation/Parole Committee

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

35 2.03.090 Class I Committee

36 The Class I Committee is created for and comprised of GGU Class I members to represent  
37 the needs of Class I employees. The ASEA/AFSCME Local 52 Class I Executive Board  
38 representative shall be the Chair of the committee. The Committee shall meet monthly by



1 teleconference. Members of the Committee may meet face-to-face at least annually in lieu  
2 of a telephonic meeting.

3 **2.03.100 Next Wave Committee**

4 The Next Wave Committee is created for ASEA members who are either newly active or  
5 40 years of age and under, to recruit, engage, educate and address issues and concerns of  
6 those members. The Next Wave Committee will meet telephonically at least quarterly and  
7 may meet in a face-to-face meeting annually in lieu of a telephonic meeting.

8 **2.03.110 Nurses Committee**

9 The Nurses Committee is created for ASEA members who work as a registered nurse,  
10 licensed practical nurse, certified nurse aide, nurse practitioner and psychiatric nurse  
11 assistant. The Committee's purpose is to identify opportunities and to recommend  
12 solutions for advancing quality and accountability in the healthcare setting. The Nurses  
13 Committee will meet telephonically at least quarterly and may meet in a face-to-face  
14 setting annually in lieu of a telephonic meeting.

15 **2.03.120 ASEA Pride Committee**

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

22 **2.04.000 SPECIAL STATE EXECUTIVE BOARD COMMITTEES**

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

27 **2.05.000 COMMITTEES REQUIRED UNDER COLLECTIVE BARGAINING**  
28 **AGREEMENTS**

29 **2.05.010 General Government Unit Labor-Management Committees**

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

33 **3.00.000 AFFILIATIONS**

34 **3.01.000 Alaska Federation of Labor – Congress of Industrial Organizations**

35 ASEA/AFSCME Local 52 is a constituent member of the Alaska AFL-CIO and has  
36 representation rights to that organization, as outlined in the Alaska AFL-CIO constitution.

1 This representation is a contingent of delegates who represent ASEA at the Alaska AFL-  
2 CIO biennial convention, and a number of vice presidents who represent ASEA in  
3 accordance with the Alaska AFL-CIO constitution.

4 **3.01.001 Alaska AFL-CIO Convention Delegates**

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

16 **3.01.002 Alaska AFL-CIO Vice Presidents**

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

28 **3.01.003 Alaska AFL-CIO Central Labor Councils**

- 29 A. If a Central Labor Council (CLC) exists within the geographic area covered by a  
30 chapter of ASEA, the chapter president shall, with approval of the chapter  
31 executive board, appoint representatives to the CLC. CLC representatives must be  
32 members in good standing.
- 33 B. If more than one (1) chapter falls within the geographic boundaries of a CLC, then  
34 the chapter with the greatest number of members shall have first pick of  
35 designating a representative to the CLC. The next largest chapter shall pick  
36 second, and so on until all positions on the CLC have been filled. Should a chapter  
37 decline to appoint a representative, the chapter closest to the regular meeting place  
38 of the CLC shall have the option to appoint all remaining representatives.

1 **4.00.000 STATE EXECUTIVE BOARD PROTOCOL**

2 **4.01.000 ABSENCES**

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

9 **4.01.010 Voluntary Bumping**

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

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

15 **4.02.000 MEETINGS**

16 **4.02.010 Scheduled MeetingsScheduling**

17 The State Executive Board will meet in accordance with Article 8.02 of the ASEA  
18 Constitution. State Executive Board ~~continue its good faith efforts to schedule board~~  
19 ~~meetings at times not in conflict with the regular work schedules of board members.~~  
20 ~~Whenever such good faith scheduling is impossible, board members shall either have~~  
21 ~~access to business leave bank or, in the absence of business leave bank, shall be~~  
22 ~~reimbursed for regular wages due to~~ for travel to and from and participation in ~~and travel~~  
23 ~~from~~ board meetings.

24 **4.02.015 Unscheduled Meetings**

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

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

3 **4.02.020 Agenda**

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

14 **4.02.030 Meeting Packets**

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

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

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

- 1 K. If not voted upon, written minutes of the State Executive Board will be  
2 considered approved without objection at the end of the quarterly business session  
3 in which they were presented.
- 4 L. All discussions during an executive session are confidential and must not be  
5 discussed with any person other than a fellow board member who would have been  
6 eligible to be in attendance during that executive session.
- 7 M. Reasons for Executive Session shall be in accordance with Article 8.02 of the  
8 ASEA Constitution. Additionally, discussions shall be confidential; however, the  
9 member to be discussed should be notified of the pending Executive Session and  
10 be allowed to be present during the Executive Session. The member may waive  
11 the right to confidentiality of Executive Session and allow the discussion to  
12 become a matter of record.

#### 13 **4.04.000 PARLIAMENTARY PROCEDURES**

14 The board members will conduct their meetings as a large board in concert with and under  
15 guidance of *Robert's Rules of Order, Newly Revised*, subject to policy and procedures set  
16 within these Special Rules of Order of the State Executive Board. (Also reference Policy  
17 4.03.000 above.)

#### 18 **4.05.000 RECORDKEEPING**

##### 19 4.05.010 Minutes

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

##### 32 4.05.020 Polling

- 33 A. The use of polls is limited to emergency and/or time-sensitive matters requiring  
34 executive board action between scheduled meetings. Whenever possible  
35 teleconferences should be considered in lieu of e-mail polls of the executive board.
- 36 B. Upon making a diligent attempt to contact all board members while conducting a  
37 poll of the Board, the voting results on an issue shall be conveyed to the Board  
38 within two (2) working days of such poll.
- 39 C. Polls shall be accepted with any minutes at the next quarterly meeting of the State  
40 Executive Board and, after these voting results have been published and action has

1           been executed, polls are not subject to reconsideration but are amendable only to  
2           correct any typographical errors in the poll for purposes of the record.

3   **4.05.030       Report of State Executive Board Actions**

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

11   **4.05.040       State Executive Board Correspondence**

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

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

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

28   **4.06.000       LEGAL REPRESENTATION**

29   **4.06.010       Attorney-Client Confidentiality**

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

37   **4.06.020       Legal Contact**

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

1 **4.07.000 ETHICS**

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

8 **4.08.000 VACANCIES**

9  
10 **4.08.010 Election Process**

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

36 **5.00.000 TRAVEL AND EXPENSES**

- 37 A. Upon review of requests for reimbursement that are not specifically covered by this  
38 policy, the President, Treasurer or the Executive Director shall recommend to the  
39 Board, at its next regularly scheduled meeting, any additions to this policy that may be  
40 necessary as a result of those reviews.  
41 B. The Executive Director shall return denied expense reimbursement requests to those  
42 submitting them. The returned expense requests should be accompanied with an  
43 explanation for the denial. The return of a denied expense reimbursement request shall

1 constitute adequate response basis for an appeal to the Board should the member  
2 choose to exercise their appeal rights.

3 **5.01.000 RESERVATIONS**

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

13 **5.02.000 EXPENDITURES FOR UNION BUSINESS**

14 5.02.010 Expense Report Form

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

18 5.02.020 Reimbursement of Expense

- 19 A. All expense reimbursement requests must be accompanied by receipts for the  
20 expenditure. If reimbursement is asked for without a receipt, a written explanation  
21 should be provided. If the request is for reimbursement of a meal, the expense form  
22 should contain the names of the individuals present, the purpose and the date.
- 23 B. Each individual must submit to the Executive Director requests for reimbursement  
24 within sixty (60) days of completion of the authorized union activity. Any expense  
25 not approved by the Executive Director, may be appealed to the Board. Any  
26 expense report that exceeds \$500.00 (five hundred and no/100 dollars) and is over  
27 sixty (60) days past the date of completion of the authorized union activity must be  
28 approved by the Executive Board.

29 5.02.021 Hotel Upgrades

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

35 5.02.022 Alcoholic Beverages

36 No charges for alcoholic beverages shall be reimbursed.~~No liquor charges shall be~~  
37 ~~reimbursed.~~



1 **5.02.023 Transportation/Mileage**

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

23 **5.02.024 Airfare**

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

28 **5.02.025 Reservation Changes**

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

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

35 **5.02.026 Meal Allowance**

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

- 1 B. The meal allowance for the first and last days of travel will be prorated for the time in  
2 actual travel status as provided in AAM 60.250.
- 3 C. At the discretion of the Executive Director, and in compliance with the IRS code, an  
4 in-town taxable allowance of up to sixteen dollars (\$16.00) may be paid to any member  
5 on Union business for a minimum of four (4) hours within the geographic area where  
6 the member lives. If the four (4) hours of Union business extends beyond 6:30 p.m.,  
7 the member may receive an additional meal allowance up to the limits listed in AAM  
8 60.250.
- 9 D. Upon request by the member, a one-time advance of up to one hundred fifty dollars  
10 (\$150.00) shall be made available to all members serving in statewide elected positions,  
11 for attendance at approved training seminars, meetings, conferences, and conventions,  
12 and such advance must be returned at the end of their service. Meal allowance checks  
13 will be sent out after events, upon receipt of the voucher indicating attendance.
- 14 E. The Union will not pay a meal allowance to a member in instances where meals are  
15 provided by the Union. If a union provided meal exceeds the allotted meal allowance  
16 amount, the Executive Director shall have the discretion to approve. Members with  
17 special dietary needs must pre-arrange any exceptions to this rule with the Executive  
18 Director.

19 **6.00.000 HUDSON DECISION PROCEDURE**

- 20 A. ASEA/AFSCME Local 52's Hudson Procedure shall be approved by AFSCME  
21 International prior to being provided to agency fee payers.
- 22 B. The ASEA/AFSCME Local 52 Hudson Procedure is being implemented in compliance  
23 with the requirements of the U.S. Supreme Court's decision in Chicago Teachers,  
24 Union Local No. 1, AFT, AFL-CIO v. Hudson, 475 U.S. 292, 106 S. Ct. 1066 (1986)  
25 and Communications Workers v. Beck, 487 U.S. 735, 108 S. Ct. 2641 (1988).
- 26 C. The Executive Director shall have the authority and responsibility to obtain the  
27 approval of AFSCME International for the ASEA/AFSCME Local 52 Hudson  
28 Procedure including any amendments, shall ensure the procedure complies with the  
29 law, and shall implement the Agency Shop provisions previously contained in Article  
30 3.02 of the collective bargaining agreement between ASEA and the State of Alaska  
31 effective from July 1, 2003 through June 30, 2004.

32 **7.00.000**

33 [Reserved] ~~[Deleted in its entirety]~~

34 **8.00.000 SEXUAL HARASSMENT**

35 Sexual Harassment will not be tolerated, and it shall be the intent of ASEA/AFSCME  
36 Local 52 to maintain compliance with all applicable state and federal laws.  
37

38 **9.00.000 STEWARDS**

39 The following procedures apply to all chapters.

1 **9.01.000 GOALS**

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

9 **9.02.000 DUTIES AND RESPONSIBILITIES OF STEWARDS**

- 10 A. The duties and responsibilities of stewards shall be as prescribed in the most  
11 current ASEA/AFSCME Local 52’s and AFSCME International’s Stewards  
12 Handbook.  
13 B. Stewards must sign the Expectations of a Steward as prescribed on the Steward  
14 Nomination application form.

15 **9.03.000 TRAINING OF STEWARDS**

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

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

- 35 A. When working on members’ cases, it is strongly recommended that stewards work in  
36 pairs. This allows a primary and secondary steward to function on each case, provides  
37 a “witness” at key meetings, and the secondary is available whenever the primary  
38 steward is not available.  
39 B. It is the duty of stewards to develop and maintain a detailed case file of written records  
40 and notes to effectively represent the member. Stewards should take extensive notes  
41 during any meeting with management.

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

14 **9.05.000 SELECTION AND DISTRIBUTION OF STEWARDS**

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

1 **9.06.000 STATEWIDE STEWARD STRUCTURE**

2 9.06.010 Chapter Steward Committee

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

13 9.06.020 Statewide Chief Stewards Committee

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

24 9.06.030 Member Action Team

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

28 **9.07.000 DISCIPLINE AND REMOVAL OF STEWARDS**

29 9.07.010 Steward Review Panel

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

36 9.07.020 Procedures

- 37 A. Complaints against a steward.

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

#### 24 **10.00.000**

25 [Reserved] ~~[Deleted in its entirety]~~

#### 26 **11.00.000 SEGREGATED ACCOUNTS**

##### 27 **11.01.000 SETTLEMENT ACCOUNTS**

28 No segregated accounts shall be established without the authority of the State Executive  
29 Board.

##### 30 **11.02.000 BARGAINING & STRIKE RESERVE ACCOUNT**

###### 31 **11.02.010 Use of Assets**

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

- 34 A. The Account's earnings shall be tracked from year-to-year and disclosed to the  
35 membership as the Bargaining and Strike Reserve Account. The earnings may be  
36 allocated by a vote of the Executive Board to provide funds to pay:
  - 37 1. For approved expenditures to facilitate contract negotiations with the State  
38 of Alaska,
  - 39 2. For bargaining or strike related activities, including member education  
40 regarding contract or strike related issues.

- 1 B. The Account's assets may be used for other purposes, provided that:  
2 1. The amount does not exceed 10 percent of the Account's assets on the  
3 date of appropriation or the average asset balance during the current fiscal  
4 year whichever is less, and  
5 2. A two-thirds majority vote is obtained.  
6 C. The State Executive Board will review the operating account at least annually to  
7 determine if additions to the Bargaining and Strike Reserve Account shall be made.

8 **11.02.020 Investment Management**

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

17 **11.02.030 Investment Policy**

18 The State Executive Board, in consultation with the Investment Management Consultant,  
19 shall adopt and maintain an Investment Policy Statement. The Investment Policy  
20 Statement shall provide the State Executive Board with the principles and guidelines  
21 regarding decisions relating to how the management of the assets of the Account are made  
22 and shall be reflective of the fiduciary relationship that exists between the State Executive  
23 Board, Investment Management Consultant, and the various individual money managers.

24 **12.00.000 UNION ACTIVITIES**

25 **12.01.000 MEMBERSHIP PARTICIPATION**

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

30 **12.02.000 DISABILITY ACCOMMODATION**

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

34 **13.00.000**

35 [\[Reserved\]](#) [Logo Use \[Moved to 17.00.010\]](#)

1 **14.00.000 DUES/FEES**

2 **14.01.000 AFSCME COST OF LIVING ALLOWANCE INCREASES**

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

12 **14.02.000 ALTERNATIVE PAYMENT OF OUTSTANDING UNION DUES/FEES**

13 **14.02.010 Outstanding Union Dues/Fees Agreement**

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

19 ~~14.02.020 In Lieu of Cash~~

20 ~~A contribution to the Business Leave Bank may be made by a bargaining unit~~  
21 ~~employee. Such contribution shall be made in accordance with SecArticle. 26.05-26.07 of~~  
22 ~~the current collective bargaining agreement, with any remaining balance of the outstanding~~  
23 ~~amount to be paid directly to the Union.~~

24 **14.03.000 NEW HIRE**

25 New Bargaining Unit employees will commence paying dues/fees effective on the date of  
26 hire. ~~no later than the pay period in which they work their 31<sup>st</sup> day.~~

27 ~~14.04.000~~

28 ~~(Deleted subsection in its entirety.)~~

29 **15.00.000 BUSINESS LEAVE**

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

33 **15.01.000 REPORTING**

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



- 1 B. A trust established by ASEA/AFSCME Local 52 shall be billed by  
2 ASEA/AFSCME Local 52 for business leave used by its Board of Trustees in  
3 conducting the business of the Trust.

4 **15.02.000 GENERAL USE**

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

26 **16.00.000 CORPORATE CHARGE CARDS**

- 27 A. ASEA/AFSCME Local 52 shall maintain a corporate credit card account for the  
28 business of the Union.
- 29 B. Individual corporate credit cards shall not be issued to board members.

30 **17.00.000 INFORMATION REQUESTS**

- 31 A. An Information Request Form must be completed by any member requesting  
32 written information from the Union.
- 33 B. An Information Request Form will indicate the purpose for which the information  
34 will be used.
- 35 C. Upon receipt of an Information Request Form the Executive Director will  
36 acknowledge to the requestor within ten (10) days the receipt of the information  
37 request and the latest date by which the information request will be completed.  
38 Requests routinely will be completed within thirty (30) days unless circumstances  
39 require an extended period of time.
- 40 D. Chapter requests will be given a higher priority for information requests, if the  
41 information requested is time-sensitive and/or is required for Chapter elections.

- 1 17.00.010 ASEA/AFSCME Local 52 Logo/Letterhead
- 2 A. Any Statewide Executive Board Member wanting business cards may be allowed  
3 to get up to 500 business cards.
- 4 B. The logo is not for general use by any member of the Union.
- 5 C. The Local 52 Logo and Letterhead may not be used on any newsletter,  
6 publication, or communication without submission of the Information Request  
7 Form and approval of the Executive Director.
- 8 D. Chapters wishing to incorporate the Union's logo into their letterhead stationery  
9 must submit a sample of the letterhead design for pre-approval by the Executive  
10 Director.
- 11 E. Use of the Union's logo by chapters on promotional items must be pre-approved  
12 by the Executive Director.

13 **17.01.000 MEMBERSHIP INFORMATION**

14 17.01.010 Mailing Labels/Data

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

24 17.01.020 Roster of Chapter Members

25 Upon receipt of the information request from a chapter president, secretary, or chief  
26 steward, the Union shall release a roster of chapter members which may include work  
27 telephone numbers and work locations, to include departments and member status, for  
28 chapter purposes as determined by the chapter that are consistent with the objectives and  
29 principles of ASEA/AFSCME Local 52. The request shall indicate the purpose for which  
30 the information will be used and certify to confine the information to such purpose.

31 17.01.030 Requests for Financial Information

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

36 **18.00.000 FINANCIAL**

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

1 18.00.010 Disbursement of Funds

- 2 A. The disbursement of ASEA/AFSCME Local 52's union funds will be by ACH,  
3 EFT, Wire Transfer or check and shall require the authorization by two Executive  
4 Board Members specified in Article 8 of the ASEA/AFSCME Local 52  
5 Constitution.
- 6 B. The Executive Director shall have the authority to use electronic signatures in the  
7 payroll and payables check writing process, insofar as either process involving  
8 check creation meets all AFSCME Financial Standards Codes and FASB Codes.  
9 Any utilization of the electronic signatures shall be under a secure environment  
10 with ASEA/AFSCME Local 52 Headquarters.
- 11 C. The Executive Director shall approve all vouchers and payroll time sheets before  
12 creation of any checks and advise slips for review by the authorized Executive  
13 Board members. A Check Detail Report (Account Payable or Payroll) shall be  
14 prepared by the appropriate accounting staff.
- 15 D. Upon completion of the Check Detail Report, the preparer shall initial and verify  
16 the accuracy of the Check Detail Report.
- 17 E. The Check Detail Report will then be forwarded to the Treasurer (or his/her  
18 board-approved designee) and, upon approval by the Treasurer (or his/her board-  
19 approved designee); it shall then be presented to the President (or his/her board-  
20 approved designee) for approval.
- 21 1. Review by the Treasurer (or his/her board-approved designee). The  
22 Treasurer (or his/her board-approved designee) shall review the Check  
23 Detail Report and, within 48 hours from receipt, shall notify the Executive  
24 Director (or his/her designees) in person, or via a faxed copy of the Check  
25 Detail Report bearing his/her signed approval, his/her approval to disburse  
26 the payables and/or payroll expenditures. The Treasurer's copy of the  
27 Check Detail Report bearing his/her original signature (or that of his/her  
28 board-approved designee) shall then be forwarded to the appropriate  
29 accounting staff at ASEA/AFSCME Local 52 Headquarters.
- 30 2. Review by the President (or his/her board-approved designee).
- 31 (a) Upon receipt of the Treasurer's (or his/her board-approved  
32 designee) signed approval to disburse, the President (or his/her  
33 board-approved designee) shall be provided with the Check Detail  
34 Report signed by the Treasurer (or his/her board-approved  
35 designee).
- 36 (b) The President (or his/her board-approved designee) shall review the  
37 Check Detail Report and, within 24 hours from receipt, shall notify  
38 the Executive Director (or his/her designees) in person, or via a  
39 faxed copy of the Check Detail Report bearing his/her signed  
40 approval, his/her approval to disburse the payables and/or payroll  
41 expenditures. The President's copy of the Check Detail Report  
42 bearing his/her original signature (or that of his/her board-approved  
43 designee) shall then be forwarded to the appropriate Accounting  
44 Department at ASEA/AFSCME Local 52 Headquarters.

- 1           3.       In the event that the above timelines in E.1 and 2 are not met, the  
2                   Executive Director will have the authority to approve disbursements so  
3                   payments are made in a timely manner.
- 4    F.       If upon review corrections need to be made to the payables and/or payroll, the  
5           Executive Director (or his/her designees) shall be notified immediately by the  
6           officer and the corrections, if appropriate, will be made by the appropriate  
7           accounting staff.
- 8    G.       Upon the President's (or his/her board-approved designee's) review and approval  
9           to disburse the payables and/or payroll items from the check detail report,  
10           electronic signatures shall be affixed to the corresponding checks by the  
11           appropriate staff.
- 12   H.       All payroll and payables files shall be available for review at ASEA Headquarters  
13           for the State Executive Board members authorized in 18.00.010.A.

14   **18.00.020    Staff Authorizations**

15   The Board authorizes the Executive Director (or designee) to initiate required wire  
16   transfers, EFT's, ACH's or checks for approval of the authorized Board members, to  
17   obtain account balances and transfer funds within accounts.

18   **18.00.030    Expenditure Authorization**

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

21   **18.02.000    PERSONNEL**

22   **18.02.010    Staff Policy Manual**

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

25   **18.02.020    Staff Vacancies**

- 26   A.       The Executive Director shall be responsible for hiring staff. Vacancies shall be  
27           filled in accordance with terms of the Staff Collective Bargaining Agreement, Staff  
28           Policies and ASEA/AFSCME Local 52 Constitution.
- 29   B.       If time permits, staff vacancies shall be advertised for a period of up to thirty (30)  
30           days. In an emergency situation, the Executive Director may fill a vacancy within  
31           a shorter period of not less than ten (10) working days' notice. All vacancy  
32           notices shall be sent to chapter presidents, posted to the Union website, placed  
33           with the State of Alaska Department of Labor Job Service, posted in all  
34           ASEA/AFSCME Local 52 offices and posted in any current Union publication at  
35           least ten (10) working days prior to the vacancies being filled.
- 36   C.       The Executive Director will see that the membership is notified in a timely manner  
37           of hiring of any new staff.

1 **18.02.030 Staff Termination**

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

5 **19.00.000 TELECONFERENCES**

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

10 **20.00.000 RATIFICATION**

11 **20.01.000 DUES RATIFICATION**

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

25 **20.02.000 RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT**

- 26 A. The Contract Negotiating Committee spokesperson will sign all tentative  
27 Collective Bargaining Agreements, upon approval of the Contract Negotiating  
28 Committee.  
29 B. Once a tentative Collective Bargaining Agreement has been reached, the Contract  
30 Negotiating Committee or authorizing body shall inform the State Executive  
31 Board in writing requesting a ratification vote.  
32 C. The Contract Negotiating Committee shall draft a statement reflecting the gains  
33 and losses over the old contract that will accompany the ballots for the members.  
34 D. The State Executive Board and the Contract Negotiating Committee, with staff  
35 assistance, shall schedule and conduct informational meetings for the membership  
36 during and prior to the balloting.  
37 E. A copy of the entire tentative Collective Bargaining Agreement shall be made  
38 available to any member upon request and shall be posted to the Union website.  
39 F. Voting procedures shall be determined by the State Executive Board, with input  
40 from the Contract Negotiating Committee.

- 1 G. Proxy voting will not be allowed.
- 2 H. Once a tentative Collective Bargaining Agreement has been ratified by the
- 3 membership, in addition to any signatory to any Collective Bargaining Agreement
- 4 who may be authorized by the Contract Negotiating Committee, the President of
- 5 ASEA/AFSCME Local 52 will be a signatory to such agreement.
- 6 I. Issues not addressed by this policy, or exceptions to this policy, shall be subject to
- 7 the approval of the State Executive Board prior to implementation.

8 **20.03.000 STRIKE AUTHORIZATION VOTING POLICY**

9 A. Ballots will be handled as follows:

- 10 1. To be counted, all ballots must be returned by mail and date stamped by the
- 11 ballot counting contractor with required information on the outer envelope
- 12 by 12:00 noon of the election date.
- 13 2. Improperly marked ballots will not be counted.
- 14 3. In the event more than one ballot is cast, only the last received ballot will
- 15 be counted.
- 16 4. If the ballot includes more than one question, each question will be tallied
- 17 separately and all votes will be counted.
- 18 5. The following instructions will be included with each ballot:
- 19 (a) Mark your ballot and then place it in the envelope labeled
- 20 “OFFICIAL BALLOT.”
- 21 (b) Place the Official Ballot envelope (with your ballot enclosed) into
- 22 the postage paid, business reply envelope pre-addressed to [the
- 23 ballot counting contractor].
- 24 (c) Seal the “BALLOT” envelope and place it in the postage paid,
- 25 pre-addressed business reply envelope.
- 26 ~~Print and sign your name and provide the other required~~
- 27 ~~information in the designated space on the business reply envelope.~~
- 28 ~~Your vote will not be counted if this information is not provided.~~
- 29 ~~At your discretion you may enclose your signed business reply~~
- 30 ~~envelope in another envelope for mailing.~~
- 31 (d) All ballots **MUST BE RETURNED BY U.S. MAIL** and they will
- 32 only be counted if received by 12:00 noon on or before [election
- 33 date].
- 34 (e) Ballots will be opened and counted no earlier than at 12:00 noon on
- 35 [election date].
- 36 (f) Improperly marked ballots will not be counted.
- 37 (g) If more than one ballot is received from a member, only the most
- 38 recent ballot will be counted.

39 B. The ballots will be mailed to:

- 40 1. All those the Union thinks may meet the Alaska Labor Relations Agency
- 41 requirements.
- 42 2. All people on the Excelsior List provided by the State.

43 C. The ballot package to be mailed out will include:

- 44 1. Ballot

- 1           2.       Contract Negotiating Committee Statement
- 2           3.       Executive Board Statement
- 3           4.       Ballot Instructions
- 4           5.       Official Ballot Envelope
- 5           6.       Postage paid, Pre-addressed Business Reply Envelope
- 6           7.       Outgoing Envelope
- 7    D.       Every effort will be made to have a strike vote meeting(s) in each community with
- 8           more than 25 voting members/agency fee payers. All communities with fewer than
- 9           25 voting members/agency fee payers will be contacted by phone. Onsite contacts
- 10          will be by a core group of trained communicators who shall be provided with a
- 11          membership list. An outline for communicators will be a consistent message.
- 12    E.       Appointed members of the State Executive Board to an ad hoc ballot committee
- 13          shall resolve all balloting issues. Decisions may be appealed to the State Executive
- 14          Board. The State Executive Board certifies the election.

15    **21.00.000    BONDS/LIABILITY/INDEMNIFICATION COVERAGE**

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

20    **22.00.000    ELECTION PROCESS FOR OFFICERS AND AFSCME**

21    **CONVENTION DELEGATES**

- 22    A.       Notice of Nominations.
- 23          1.       The Election Committee shall cause to be mailed, either separately or by
- 24               prominent inclusion in an official publication of the Union, a Notice of
- 25               Nominations and Elections to all eligible ASEA/AFSCME Local 52
- 26               members at their last known address, in accordance with or subject to the
- 27               timelines established in Article 7 of the ASEA/AFSCME Local 52
- 28               Constitution. A mailing house may be used for this purpose.
- 29          2.       Notices of Nominations shall include the following information:
- 30               (a)       the office to be filled and the term of each office.
- 31               (b)       all pertinent dates and deadlines pertaining to nominating petitions
- 32               and candidate statements, when ballots will be mailed, when ballots
- 33               will be counted, run-off elections and ballot counting.
- 34               (c)       instructions on how to complete and submit the nominating petition
- 35               and candidate statement.
- 36               (d)       a nominating petition.
- 37          3.       Prior to distribution, ASEA/AFSCME Local 52 support staff shall present
- 38               a draft Notice of Nominations to the Election Committee Chair for
- 39               approval by the committee.
- 40    B.       Nominating Petitions and Candidate Statements.
- 41          1.       A standardized nominating petition will be provided with the Notice of
- 42               Nomination and shall also be available from the Union Field Offices in

1 Fairbanks and Juneau, as well as Union Headquarters in Anchorage, and  
2 shall be available in PDF format on the Union's web site.

- 3 2. Nominations shall be made on the standardized nominating petition, or in  
4 writing within a non-standardized format containing all the same  
5 information as the standardized nominating petition.
- 6 3. Nominating petitions may be emailed, mailed, faxed to Union  
7 Headquarters, or hand-delivered to Union Headquarters or any Union Field  
8 Office. A nominating petition received by email or fax shall be deemed an  
9 original document.
- 10 4. Nominating petitions will be date-stamped with the time of receipt written  
11 by the Union, and all nominating petitions received by Union Field Offices  
12 shall be forwarded via fax or scanned and emailed to Union Headquarters  
13 that same date.
- 14 5. Union staff shall verify that nominees are under the proper occupational or  
15 regional category, when applicable, and that all candidates are members in  
16 good standing.
- 17 6. Union support staff shall notify the Election Committee Chair of all  
18 qualified candidates, with documentation of any disqualified petitioner for  
19 nomination.
- 20 7. At the time nominees are verified to be eligible and are officially recognized  
21 as candidates by the Election Committee, their names will be considered  
22 public information and the list of nominees shall be posted to the ASEA  
23 website.
- 24 8. Each candidate is allowed to submit a statement of the candidate's personal  
25 qualifications for the office sought. A candidate's statement may only  
26 contain reference to personal qualifications, education, Union positions,  
27 experience and accomplishments. Candidate statements may not contain  
28 references to other candidates or individuals. If the Election Committee  
29 disallows a candidate statement, the Election Committee shall give the  
30 candidate an opportunity to submit a corrected statement to be received by  
31 the Election Committee ~~seven~~twelve (712) days before the ballot mailing  
32 deadline. Statements that meet these criteria will be included in the ballot  
33 mailing.

34 The candidate statement process shall be governed by the following  
35 procedure:

- 36 (a) Union Headquarters will mail a candidate's statement form to each  
37 candidate. The form will be an 8-1/2 x 11 sheet of paper and shall  
38 contain the standardized union disclaimer noted in  
39 22.00.000.B.8(c). Those candidates wishing to submit a  
40 candidate's statement will use this form. Statements will be  
41 produced in black and white. Please note that pictures/photos will  
42 appear much darker than the original.
- 43 (b) The order of appearance of statements shall follow the same order  
44 used to list the candidates' names on the ballot.



- 1 (c) On each candidate statement, the following disclaimer by the Union  
2 shall be noted: “(This statement is the candidate’s. Its factual  
3 accuracy has not been verified and it does not necessarily represent  
4 official ASEA/AFSCME Local 52 policy or positions.)”
- 5 (d) Candidate statements are to be submitted to the Union Office, and  
6 will be date-stamped with the time of receipt written on the back of  
7 the statement by Union Office staff.
- 8 9. Candidate statements are due at the same time as Nominating Petitions.
- 9 C. ASEA/AFSCME Local 52 Election Campaigning.
- 10 1. No union funds may be spent campaigning for any candidate seeking union  
11 office.
- 12 2. No publication sponsored by or supported by the Union may endorse or  
13 discourage the endorsement of a candidate for union office. (Reference  
14 17.03.000, “E-mail.”)
- 15 3. The Union shall control access to membership mailing lists. Notice of  
16 access to Union membership and chapter office mailing lists shall be  
17 included in the primary publication of the Union at the time of solicitation  
18 of candidate nominations.
- 19 (a) ASEA/AFSCME Local 52 candidates are entitled to mailing labels  
20 provided by the Union to be affixed to campaign literature, each  
21 candidate will prepay for the cost of printing and affixing labels.  
22 Candidates are responsible for delivering to the ASEA/AFSCME  
23 Local 52 Anchorage office mail-ready campaign materials with  
24 postage affixed. ASEA staff will be responsible to address and mail  
25 campaign materials at the candidate’s expense.
- 26 4. Access to Membership Lists.  
27 No listing of member work and/or home numbers will be released by  
28 ASEA for the purpose of telephonic campaigning.
- 29 5. The Union’s e-mail, website, or webmail systems may not be used in  
30 campaigning for union office. Chapter websites may not be used for  
31 campaigning or promotion of candidates.
- 32 6. Within a state owned or leased building or facility, campaign materials may  
33 only be posted on official Union bulletin boards.
- 34 D. Preparation and Mailing of the Ballots.
- 35 1. Following the nomination petition and candidate statement deadline, the  
36 Election Committee shall review all election materials. Packets of election  
37 materials (including copies of nominating petitions, candidate statements,  
38 and draft ballots) shall be distributed to all Election Committee members.  
39 The Election Committee may meet telephonically, if needed, during this  
40 review process. The Election Committee shall review the draft ballots for  
41 the following:
- 42 • the correct spelling of each candidate’s name.
  - 43 • The member’s name and address are preprinted on the postage  
44 paid, pre-addressed business reply envelope.
  - 45 • the correct dates and deadlines.

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- clear identification of the number of people to vote for.
  - instructions which clearly indicate how to mark the ballot.
  - if more than one (1) ballot is required, ballots shall be color coded to properly identify the appropriate voting groups.
2. Candidates shall be listed on the ballot in random order as determined by the Elections Committee.
  3. The ballot shall minimally include the following instructions:
    - (a) Mark the ballot.
    - (b) Place the ballot in the envelope with “BALLOT” printed on it.
    - (c) Seal the “BALLOT” envelope and place it in the postage paid, pre-addressed business reply envelope.
    - ~~(d) Seal the return envelope, and provide the required information in the designated space on the postage paid, pre-addressed business reply envelope. **Your vote will not be counted if this information is not provided.**~~
  4. Upon final approval by the Election Committee, Union staff shall administer the printing and mailing of the ballots and candidate statements. Staff shall inspect the membership data provided by the state for accuracy and completeness before transferring it to the mailing house.
    - (a) A master membership list shall be run at the same time the ballot labels are prepared.
    - (b) Ballots mailed to locations which are not connected to the Anchorage road systems will be mailed First Class.
    - (c) If a member, for whatever reason, is in need of a replacement ballot, Union Headquarters shall provide the replacement ballot in a timely manner.
  5. Any problem with the election process should be brought to the Election Committee’s attention as soon as possible. Notification can be by phone or e-mail and should include all Election Committee members. Written documentation of any such contact shall be kept by Union staff.
  6. If problems involving an election arise that require investigation, the Election Committee should oversee the inquiry.
- E. If a third-party independent contractor is selected to count the ballots, the Election Committee will provide them a key to the Election Committee Post Office box.
- F. Security of Ballots.
1. All ballots are mailed to a U.S. Post Office box paid for and designated solely for election purposes. During the election process, ballots shall be retained at the U.S. Post Office until the designated time for the counting of ballots.
  2. During the election process, keys to the Election Committee Post Office box are to be kept by the Election Committee Chair [or designee(s)].
- G. Observers.
1. Each candidate may designate his or her own observer to be present during the ballot counting. A candidate may not serve as the observer.

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

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

1 of the policy manual at the Union offices in Anchorage, Fairbanks and  
2 Juneau.)

- 3 4. Results are then confirmed by the Election Committee.
  - 4 (a) A signed, formal report is submitted by the Election Committee to
  - 5 the Executive Director for distribution to the State Executive
  - 6 Board. The report should state the total number of ballots counted,
  - 7 the final count, and the number of disallowed and totally blank
  - 8 ballots. The formal report shall also state the winner(s) of the
  - 9 election in accordance with AFSCME Elections Manual
  - 10 procedures.
  - 11 (b) All Candidates shall then be called by the Election Committee and
  - 12 notified of the election results.
  - 13 (c) The Elections Report shall be placed on the ASEA/AFSCME Local
  - 14 52 web site.
- 15 5. Upon completion of the formal report, all election materials (including
- 16 counted ballots, tally sheets, return envelopes, disallowed and totally blank
- 17 ballots) must be boxed up, taped, secured, labeled, dated, and initialed by
- 18 at least two (2) Election Committee members. These boxes are then to be
- 19 archived in the secured storage of Union Headquarters for no less than one
- 20 year from the Date of Election.
- 21 6. Recount.
  - 22 (a) In the event of a recount, the election boxes shall be unsealed in the
  - 23 presence of Election Committee members and observers.
  - 24 (b) The postage paid, pre-addressed business reply envelopes (with
  - 25 required information) are to be checked off against the list of
  - 26 members in good standing.
  - 27 (c) The ballots are then to be recounted and results compared to the
  - 28 tally sheets and final Summary Count Form.
  - 29 (d) All disallowed ballots are then to be reviewed by Election
  - 30 Committee members and observers.
  - 31 (e) The Election Committee will submit a signed Final Report to the
  - 32 Executive Director for distribution to the State Executive Board on
  - 33 the results of the recount. All members of the Election Committee
  - 34 participating in the recount are to sign the formal report.
  - 35 (f) All Candidates shall then be called by the Election Committee and
  - 36 notified of the election results.
  - 37 (g) In order to notify the membership, the Elections Report shall be
  - 38 placed on the ASEA/AFSCME Local 52 web site.

39 J. Run-Off Elections for Officers Only.

- 40 1. In the case no candidate receives a majority of the votes, a run-off election
- 41 for that office must be held. The ballot for a run-off election will contain
- 42 two (2) names for each office. In most cases this will mean listing the two
- 43 (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 the  
6           original election. This includes the preparation and mailing of the ballots,  
7           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 the  
22           moment the Election Committee's Report was presented to the Executive  
23           Director for distribution to the State Executive Board and are legally  
24           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, "Installation  
28           of Officers")
- 29   M.       Constitutional Amendments. Constitutional amendments may also be submitted  
30           outside the Biennial Convention in accordance with Article ~~16.C.6.07.B.3~~, 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.~~B~~. 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 used  
8 to broadcast information detrimental to the interest of ASEA/AFSCME Local 52  
9 or to engage in "spamming," "flaming," and attacks on any ASEA/AFSCME  
10 Local 52 members.

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

13 23.02.020 ASEA/AFSCME Local 52 E-Mail

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

16 23.02.030 Broadcasting from Union E-Mail System

17 23.02.031 Replies

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

20 23.02.032 Approval

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

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

3 **42.00.000**

4 [Reserved]~~(Deleted in its entirety)~~

5 **98.00.000 POLICIES AND PROCEDURES**

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

8 **98.01.000 AMENDMENTS**

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

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

14 **98.02.000 SUSPENSION OF THE RULES**

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

17

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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.  
24

## APPENDIX 1

### List of Referenced Corporate Documents

Copies of the following documents may be obtained through the ASEA offices and/or they are available on the ASEA website at [www.afscmelocal52.org](http://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. ~~Assistant Executive Director~~/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. [5058](#))
15. OCCUPATIONAL CLASSIFICATIONS

## CODE OF ETHICAL PRACTICES

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

- 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 of  
6 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 a  
13 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 for  
20 in the International Constitution, ASEA Local 52 Constitution, ASEA Local 52 Policies  
21 & Procedures, any applicable Collective Bargaining Agreement, Alaska municipal  
22 ordinances, Alaska State laws, or Federal laws.  
23  
24

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