



POLICIES and PROCEDURES

***(Revised and, with due notice,
Approved 12/12/2019, corrected)***

ASEA/AFSCME Local 52, AFL-CIO POLICIES and PROCEDURES
(Revised and, with due notice, approved December 12, 2019)

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PREAMBLE

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 All prior policies and procedures shall be rescinded upon the adoption of the following policies and procedures by the State Executive Board.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

1.00.000 CHAPTER GUIDELINES

1.01.000 ESTABLISHMENT OF CHAPTERS

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

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

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

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

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

1.02.000 REPORTING REQUIREMENTS

A. Chapters will provide the ASEA/AFSCME Local 52 Executive Board with a fiscal (July 1 through June 30) year-end accounting of funds expended including an audit report prepared in accordance with the Chapter bylaws and the AFSCME Financial Standards Code. The fiscal year report will be provided through the ASEA/AFSCME Local 52 Executive Director within one month following June 30 close of business.

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

1. Chapter bylaws, if they have been updated since the prior fiscal year report.
2. A current list of Stewards with phone numbers.
3. Lists of officers.
4. Minutes of Chapter Executive Board and Chapter membership meetings.

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

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

1.03.000 GUIDELINES FOR STAFF ASSISTANCE TO CHAPTERS

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

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

1.03.010 Newsletters

Staff shall not prepare Chapter newsletters.

1.03.020 Websites

- A. Chapters and Committees must secure approval from the Executive Director or the ASEA Communications Coordinator to establish website or social networking

- 1 accounts using the designated form. The Executive Director shall report all
2 requests to the State Executive Board in his quarterly report.
- 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.
- 6 C. The domains for ASEA chapters are the intellectual property of ASEA/AFSCME
7 Local 52. Chapters will be billed annually to maintain the domain's license.

8 **1.04.000 HIRING OF CHAPTER STAFF PERSONNEL**

9 Chapters may not hire employees.

10 **1.05.000 CHAPTER FUNDS**

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

35 **1.06.000 Chapter Convention Delegate Elections**

36 In addition to following the election requirements in individual local chapter
37 Bylaws, Chapters must also ensure that, when conducting elections for ASEA
38 Biennial Convention delegates, the Election Committee is appointed and hold its
39 organizational meeting no later than 30 days prior to the mailing of nomination
40 forms.

2.00.000 STATE EXECUTIVE BOARD COMMITTEES

2.01.000 GENERAL

- A. **PURPOSE:** The State Executive Board has created committees to help identify issues facing the membership. Each committee's specific purpose can be found in P&P 2.03. In general, the purpose of committees is to bring committee members together to share ideas, perspectives, and to identify issues unique to the group the committee represents. A committee may develop strategies, ideas, actions, surveys and suggestions for addressing issues and may submit recommendations to the State Executive Board, through the Executive Director or the State Executive Board liaison to the committee. The Executive Director may act on recommendations that fall within the committee's purpose. Otherwise, the Executive Director will refer recommendations to the State Executive Board for further consideration. The State Executive Board may delegate assignments or tasks to a committee.
- B. **BUDGET:** The State Executive board shall adopt an annual budget for each committee. Committees may submit budget requests to the State Executive Board through the Executive Director or the State Executive Board liaison to the committee. The cost of any teleconferences and face-to-face meetings of committee members will be paid out of the committee's budget. All expenditures must be pre-approved by the Executive Director. No committee or individual committee member shall have the power to act as an agent for or otherwise bind the Union in any manner whatsoever. (*ASEA Constitution 13.01*)
- C. **FUNDRAISING:** Committees may conduct fundraising activities consistent with the goals and objectives of the union. The Executive Director must be notified at least 14 calendar days in advance of the activity. Raffles are specifically prohibited. Funds received from fundraising efforts shall be placed in the ASEA/AFSCME Local 52 general account. The State Executive Board will allocate those funds to the appropriate Committee.
- D. Committee funds may not be spent for political purposes, or contributed to any political candidate or political entity. Committee funds may not be used to conduct member surveys or to conduct activities inconsistent with the Union's goals as established by the State Executive Board. Committee funds may not be used to purchase any type of alcoholic beverage or marijuana.
- E. Whenever Committee funds are used to fund, in whole or in part, a member's attendance at a conference or event (hereinafter, "event"), the member shall be required to submit a written report to the Committee within 21 days following the event. Committees may also assign additional tasks to the member, such as in-person presentations or trainings for other members. Prior to any expenditure, the committee shall give the member written notice of these requirements. Provided such written notice is given, if the member does not write the report or fulfill the other requirements as assigned by the Committee for the expended funds.
- F. The ASEA President will be informed of all committee meetings and the date of the committee meeting will be posted on the ASEA website calendar.

- 1 G. Committees are required to provide the President, through the Executive Director,
2 written minutes of all meetings no later than 30 days from the date of the meeting.
3 H. A standing committee may be constituted only if specifically authorized as a
4 standing committee in the ASEA/AFSCME Local 52 Constitution.
5 I. Publications and materials distributed to the membership by ASEA Committees
6 shall be consistent with the goals and objectives of the union and shall be
7 reviewed and approved by the Executive Director or the State Executive Board
8 liaison to the committee or in the absence of a Board liaison, the ASEA
9 Communications Coordinator. Every effort shall be made to approve such
10 requests within 10 working days of the request.

11 **2.02.000 ELECTED COMMITTEES/PANELS**

12 **2.02.010 Judicial Panel**

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

34 **2.02.020 Contract Negotiating Committees**

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

39 **2.02.021 Collective Bargaining Information**

40 During the collective bargaining process, in order to assure that all members are informed
41 of critical collective bargaining issues, the Union will provide the membership with

regular updates on negotiations and other collective bargaining information acceptable to the Contract Negotiating Committee of ASEA/AFSCME Local 52.

2.02.030 Elections for Judicial Panel and Contract Negotiating Committees

A. Notwithstanding any other provisions of the ASEA governing documents, elections for the Judicial Panel and Contract Negotiating Committees may occur via electronic means. For any election conducted electronically, an option to request, receive, and utilize a paper ballot shall be offered.

B. The Elections Committee shall conduct elections in accordance with the following timetable:

- 1) The Elections Committee shall establish a date for the counting of ballots. This date shall be known as the election date, and shall be sixty (60) days after the notice of nominations and elections is distributed.
- 2) The Elections Committee shall arrange to have notice of nominations and elections distributed through a separate mailing or by inclusion in an official publication of the union. Such notice shall be sent at least ninety (90) days prior to the election date and shall include the following:
 - a) The notice of the office(s) to be filled.
 - b) The deadline for receipt of nominating petitions.
 - c) Notice that any member so nominated must file a written acceptance of the nomination with the Elections Committee. Notice of acceptance by the nominee shall be submitted with the nomination petition.
 - d) Notice of the right of each candidate to submit a statement of their personal qualifications, in accordance with the provisions of Policies & Procedure Section 22.00.000 B.
 - e) Notice of the date on which ballots will be distributed, and the date for the counting of the ballots.

2.03.000 APPOINTED COMMITTEES

2.03.010 General

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

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

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

- 1 C. TERMS: Members of each committee shall serve for a term of three (3) years
2 from date of appointment.
3 All resignations by a committee appointee must be submitted in writing to the
4 President, through the Executive Director. Upon a majority vote of the State
5 Executive Board, a committee may be dissolved. A committee member may only
6 be removed on grounds provided in Article X of the AFSCME Constitution.
7 Accused committee members shall have the right to a fair trial with strict
8 adherence to due process.
- 9 D. COMMITTEE CHAIR: The President shall designate a Chair from the committee
10 members with confirmation from the State Executive Board. The Chair's term of
11 appointment shall be for the duration of his/her regular appointment.
- 12 E. LIAISON: Except for the Grievance Review Committee, the Elections
13 Committee, ASEA Political Action Committee, and the Class I Committee, all
14 committees listed in the Policy & Procedures will have a designated State
15 Executive Board liaison appointed by the President, with concurrence from the
16 Board. Liaisons will have a voice but no vote and cannot serve as chair. The
17 Executive Director shall determine which committees need staff liaisons, and
18 shall assign those duties accordingly.

19 2.03.015 Websites

- 20 A. Committees must secure approval from the Executive Director or the ASEA
21 Communications Coordinator to establish website or social networking accounts
22 using the designated form. The Executive Director shall report all requests to the
23 State Executive Board in his quarterly report.
- 24 B. ASEA Anchorage Headquarters shall periodically review the content of
25 committee website postings to ensure such content is consistent with the goals and
26 objectives of the Union.
- 27 C. The domains for ASEA committees are the intellectual property of
28 ASEA/AFSCME Local 52. Committees will be billed annually to maintain the
29 domain's license.

30 2.03.020 Election Committee

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

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

elections process established in the constitutions of ASEA/AFSCME Local 52 and AFSCME, and the AFSCME Elections Manual, and Policy 22.00.000 of this manual.

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

2.03.030 Grievance Review Committee

A. The members of the Grievance Review Committee shall consist of eight (8) experienced GGU stewards, with two from the Central region, two from the Southeast region, two from the Northern region, and two from the Rural or Bush regions. Appointments are for three (3) years. Grievance Committee members will be appointed by the President with the approval of the State Executive Board and the President shall designate the Chair of the Grievance Review Committee. Members are allowed to serve subsequent appointments as long as they remain stewards, work in the location for which they were assigned to represent, and that they meet training requirements noted in Section C, below. No members of the ASEA/AFSCME Local 52 State Executive Board may be appointed to the Grievance Review Committee.

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

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

2.03.031 Right of Appeal

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

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

The jurisdiction of the Grievance Review Committee is limited to Items 1., 2., and 3. above. Other disputes, such as disagreements over hearing strategy, witnesses,

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

21 **2.03.032 Standards of Review**

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

- 1 However, he/she may limit the length of testimony and make reasonable rulings to
2 expedite the proceedings, subject to review by the entire Panel.
- 3 F. If the panel needs additional information, it shall act together and not separately in
4 requesting additional information be provided by the Union staff or appellant.
5 The Panel members shall avoid individual contact with any party or witness
6 during the appeal process with regard to the subject of the appeal. In the event
7 additional information is requested, the hearing shall be postponed until the next
8 Panel meeting, at which time the Panel will hear and decide the appeal.
- 9 G. Once the Panel has heard all the evidence and arguments presented at the hearing,
10 the Panel shall deliberate in closed session. Such deliberations shall be
11 confidential.
- 12 H. In making a decision, the Panel may consider the following:
13 1. all information provided to them by the parties, so long as both parties
14 have had an opportunity to review and respond to the evidence;
15 2. the Union's budget for grievance/arbitration processing;
16 3. the testimony and credibility of witnesses; and,
17 4. any other evidence or considerations which are necessary to an equitable
18 determination of the appeal.
19 The Panel may not consider facts, rumors, documents or other information, which
20 are not a part of the grievance file or supplied by the parties at the hearing.
- 21 I. The Panel shall not overturn the decision of the Union staff unless the evidence
22 establishes that ASEA/AFSCME Local 52 has acted in an arbitrary or
23 discriminatory manner, or in bad faith.
- 24 J. 1. If an appeal is granted, the Panel may:
25 (a) direct the grievance be advanced through Step IV;
26 (b) direct the settlement be rejected and the Union to proceed to
27 arbitration; or
28 (c) direct the grievance be advanced to arbitration.
29 2. If an appeal is denied, the Panel shall affirm the decision made by the
30 Union.
- 31 K. The Panel's decision shall be final and binding on the Union and the member.
32 However, the Panel may reconsider their decision if, and only if, new evidence
33 becomes known after the decision has been issued that may have caused the Panel
34 to decide the case differently. The final decision may not be appealed to the
35 Union's State Executive Board or other Union board or officer.
- 36 L. The Panel's decision shall be sent in writing to the member with a copy to the
37 Executive Director, within 10 calendar days of the Panel's decision.

38 2.03.040 ASEA/AFSCME Local 52 Political Action Committee

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

2.03.050 Presidents' Advisory Committee

The Presidents' Advisory Committee shall be comprised of the president of each chapter of ASEA/AFSCME Local 52. The ASEA Executive Board President will be the committee chair of the Presidents' Advisory Committee. The Presidents' Advisory Committee will meet telephonically at least quarterly. They may have one face-to-face meeting annually in lieu of a telephonic meeting. In the event a Chapter President is unable to attend any committee meeting, that Chapter President may appoint a designee to attend in their stead, and that designee shall have full voting rights at the meeting.

2.03.060 Women's Issues Committee

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

2.03.070 Bush Community Committee

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

2.03.080 Probation/Parole Committee

The Probation/Parole Committee is created to address issues and concerns of Probation and Parole Officers. The committee will consist of up to ten (10) GGU members who are Probation/Parole Officers from various regions. The State Executive Board Class I Representative will serve as a liaison between the committee and the State Executive Board. The Probation/Parole Committee will meet telephonically at least quarterly. They may have one face-to-face meeting annually in lieu of a telephonic meeting.

2.03.090 Class I Committee

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

2.03.100 Next Wave Committee

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

1 **2.03.110 Nurses Committee**

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

8 **2.03.120 ASEA Pride Committee**

9 The ASEA Pride Committee is for ASEA members who identify with the lesbian, gay,
10 bisexual, transgender, ~~and questioning~~ questioning, intersexual, asexual, +
11 ~~(LGTBQ~~ LGBTQIA+) community. The Committee stands for legal equity and fair
12 treatment for all employees. The Committee's purpose is to identify opportunities and to
13 recommend solutions for advancing these ideals. The ASEA Pride Committee will meet
14 telephonically at least quarterly and may meet in a face-to-face setting annually in lieu of
15 a telephonic meeting.
16

17 **2.03.130 D.O.T. Special Issues Committee**

18 The D.O.T Special Issues Committee is created for the ASEA members who work for the
19 Alaska Department of Transportation department. The Committee's purpose is to identify
20 worksite opportunities and concerns and to recommend solutions as outlined in Sectin
21 2.01.000. The D.O.T. Special Issues Committee will meet telephonically at least quarterly
22 and nay meet in face-to-face setting annually in lieu of a telephonic meeting.
23

24 **2.03.140 DPA Committee**

25 The DPA Committee is created for ASEA members who work for the Alaska Department
26 of Health & Social Services Division of Public Assistance. The Committee's purpose is
27 to identify worksite opportunities and concerns and to recommend solutions as outlined in
28 Section 2.01.000. The DPA Committee will meet will meet telephonically at least
29 quarterly and nay meet in face-to-face setting annually in lieu of a telephonic meeting.
30

31 **2.03.150 Veterans Issues Committee**

32 The Veteran's Issues Committee is open to all ASEA members. The Committee's
33 purpose is to advocate for and support activities within ASEA/AFSCME Local 52 that
34 are special interest to veterans, in accordance with 2.01.000. The Veterans Issues
35 Committee will meet will meet telephonically at least quarterly and nay meet in face-to-
36 face setting annually in lieu of a telephonic meeting.

37 **2.03.160 Information Technology Committee**

38 This Committee is created for ASEA members who work in Information Technology (IT)
39 for the State of Alaska and will consist of up to (10) members from various regions. The
40 Committee's purpose is to review the methodologies of how the State of Alaska utilizes

ASEA members to accomplish IT work and address any resulting issues and inequalities. The Information Technology Committee will meet telephonically at least quarterly, and may meet in a face-to-face setting annually in lieu of a telephonic meeting.

2.03.170 Conservative Caucus

The Conservative Caucus Committee is created to study and address the concerns of conservative members and to enhance their identification with and engagement in our union. The Conservative Caucus Committee will meet telephonically at least quarterly and may meet in a face-to-face setting annually in lieu of a telephonic meeting.

2.04.000 SPECIAL STATE EXECUTIVE BOARD COMMITTEES

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

2.05.000 COMMITTEES REQUIRED UNDER COLLECTIVE BARGAINING AGREEMENTS

2.05.010 General Government Unit Labor - Management Committees

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

3.00.000 AFFILIATIONS

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

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

3.01.001 Alaska AFL-CIO Biennial Convention Delegates

A. ASEA shall send a delegation to the Alaska AFL-CIO Biennial Convention. The delegation shall consist of the ASEA State Executive Board President, the ASEA Executive Director, all ASEA Vice Presidents to the AFL-CIO, and the President of each ASEA Chapter. In the event a Chapter President cannot or chooses not to attend, they may appoint a member of their chapter to attend in their stead. If the above individuals do not constitute a full slate of delegates, the State Executive Board may appoint the additional seats, subject to the availability of sufficient funds. Such appointments shall be made by the ASEA President, subject to approval from

the State Executive Board. An AFL-CIO Convention delegate must be a member in good standing of ASEA, both at the time of the election and at the time the convention convenes. A delegate who at the time of election meets the criteria, but does not meet the criteria at the time the convention convenes, will be considered to have vacated the position.

B. The Alaska AFL-CIO Constitution establishes the number of delegates that ASEA may send to the Alaska AFL-CIO Biennial Convention, but does not set forth the manner by which the delegates are selected, with one exception, as noted in 3.01.001 (C) below.

C. Under the Alaska AFL-CIO Constitution, the Executive Director is automatically a delegate to the Alaska AFL-CIO Biennial Convention. The Executive Director is eligible to represent ASEA by authority of Article IV of the Alaska AFL-CIO Constitution.

D. The official delegate allocation for the Alaska AFL-CIO Biennial Convention will be updated by the Alaska AFL-CIO prior to the opening of the convention. Article XII of the Alaska AFL-CIO Constitution shall govern the number of votes each delegate shall be allocated.

E. Only the Executive Director and delegates selected or appointed in accordance with Section 3.01.001 A may serve as delegates to the Alaska AFL-CIO Convention. The chair of the delegation shall be selected by the delegates.

3.01.002 Alaska AFL-CIO Vice Presidents

A. The Alaska AFL-CIO Constitution establishes the number of vice presidents who represent ASEA on the Alaska AFL-CIO Executive Council.

B. The Executive Director is automatically designated a vice president from ASEA's allotment per the Alaska AFL-CIO Constitution.

C. The delegation chair shall conduct a vote from among the delegates to determine who from the delegation shall fill the remainder of the vice president allotment; in this selection process, the top 5 vote-getters shall be deemed elected, and the chair shall only vote to break a tie. The chair shall submit the names to the Alaska AFL-CIO President for election. The term of office shall be determined under Article VII of the Alaska AFL-CIO Constitution.

D. Should a vacancy in the office of vice president occur during the period between Alaska AFL-CIO Conventions, the ASEA President shall appoint a member in good standing, subject to approval from the State Executive Board, to complete the remainder of the unexpired term.

3.01.003 Alaska AFL-CIO Central Labor Councils

A. Pursuant to the Rules Governing AFL-CIO Area Labor Councils and Central Labor Councils, ASEA has a duty to join Central Labor Councils in their vicinity where such exist. If a Central Labor Council (CLC) exists within the geographic area covered by a chapter of ASEA, the Chapter President shall appoint representatives to the CLC; all appointments shall be approved by the Chapter Executive Board. CLC representatives must be members in good standing.

- B. If more than one (1) chapter falls within the geographic boundaries of a CLC, then the chapter with the greatest number of members shall have first pick of designating a representative to the CLC. The next largest chapter shall pick second, and so on until all positions on the CLC have been filled. Should a chapter decline to appoint a representative, the chapter with the next largest number of members shall have the option to appoint all remaining representatives.

4.00.000 STATE EXECUTIVE BOARD PROTOCOL

4.01.000 ABSENCES

- A. If a board member contacts the President of the Board in advance of a board meeting that the member cannot attend, ~~the President shall determine the Executive Board, by simple majority vote, shall determine~~ if that represents an excused absence and will report that decision in the meeting minutes. If this determination must be made after the meeting, it will be done by poll vote or by special meeting as soon after the absence as practicable. If the President contacts the Secretary of the Board in advance of a board meeting that the President cannot attend, the same procedure shall be employed ~~to the Board after the meeting is called to order.~~
- B. The State Executive Board will offer the opportunity to all absent board members to join in meetings via teleconference.

4.01.010 Voluntary Bumping

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

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

4.02.000 MEETINGS

4.02.010 Scheduled Meetings

- A. The State Executive Board will meet in accordance with Article 8.02 of the ASEA Constitution. State Executive Board members shall have access to business leave for travel to and from and participation in board meetings.
- B. The regular quarterly business meetings of the State Executive Board shall have a telephone access number through which any member who would otherwise be eligible to attend in person, may call in to attend remotely, for all or part of any meeting. Such call-in numbers shall be disseminated to the membership in the agenda for each meeting. Remote attendance at the meeting shall not entitle the member to speak during the meeting, except during a designated comment period.
- C. Subject to the provisions of Policy 15.02.000.A.(7) and (8), the Executive Director shall offer Business Leave for a Chapter President or their designee to attend the State Executive Board meeting when held in Chapter's area.

1 **4.02.015 Unscheduled Meetings**

- 2 A. Request of a Majority. In accordance with Article 8.01 of the ASEA/AFSCME
3 Local 52 Constitution, the President or a majority of the State Executive Board
4 may call a meeting in addition to the regularly scheduled quarterly meetings. If
5 the President, or in his or her absence the Secretary, fails to respond within a 24
6 hour period to the requests of a majority of the State Executive Board to set up a
7 meeting, then the Executive Director shall be notified by a majority of the
8 Executive Board to request a meeting. He or She shall then set up the meeting
9 immediately and notify the chapter presidents of the date, time and purpose of the
10 meeting. If the President, Secretary, or Treasurer are absent, the remaining board
11 members shall select a chair by a vote of the majority.
- 12 B. Teleconferences. The State Executive Board interprets our constitution in regards
13 to meetings by teleconference as follows: (1) Insofar as there is no express
14 prohibition in our written current constitution; and, (2) insofar as past practice,
15 ASEA/AFSCME Local 52's operations since its inception has allowed and used
16 telephonic meetings to conduct business, teleconferences will be officially
17 considered as appropriate alternate means to conduct board meetings when
18 necessary.

19 **4.02.020 Agenda**

- 20 A. At least two weeks prior to the development of the agenda, the State Executive
21 Board Secretary, in coordination with the Union Staff shall notify all State
22 Executive Board members that agenda items are being solicited.
- 23 B. The Executive Director, under guidance of the Secretary, is directed to prepare or
24 cause to be prepared a document consisting of at least:
- 25 1. An outline of the agenda.
- 26 2. Time, date, and place of board meeting.
- 27 C. In the event of special board meetings, with the exception of notice to address a
28 Special Rule of Order (see Policy 98.00.000), the board members will be notified
29 of the agenda by phone 24 hours in advance of the meeting. Where practical,
30 chapter presidents will also be notified.

31 **4.02.030 Meeting Packets**

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

33 **4.03.000 RULES OF STATE EXECUTIVE BOARD MEETINGS**

- 34 A. The President may appoint a timekeeper before each meeting.
- 35 B. Limitations on Speaking on an Issue.
- 36 1. The President may limit board members to speaking two (2) times on any
37 issue, two (2) minutes the first time and one (1) minute the second time,
38 for a total of three minutes. No one may speak for the second time until
39 all those seeking recognition have had an opportunity to speak.
- 40 2. Disruptive and disrespectful behavior may be censored by forfeiture of the
41 offending board member's remaining debate time on the issue under
42 immediate discussion.

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

30 **4.04.000 PARLIAMENTARY PROCEDURES**

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

35 **4.05.000 RECORDKEEPING**

36 **4.05.010 Minutes**

- 37 A. Within the time lines set out in Article 8.05 of the ASEA/AFSCME Local 52
38 Constitution, a board-approved draft version of any board meeting minutes will be
39 sent to all chapter presidents and all board members.
- 40 B. Written Committee Reports shall be attached to the minutes of the meeting in
41 which they were presented, to become part of the official record of the meeting.
- 42 C. The minutes of ASEA/AFSCME Local 52 may include the following:

1. Roll (those members present, absent, and/or guests)
2. Reports, and Presentations with exhibits upon request
3. All motions, inclusive of their amendments
4. Voting record of each motion.
5. Financial statements.
6. Summary of discussions.

4.05.020 Polling

- A. The use of polls is limited to emergency and/or time-sensitive matters requiring executive board action between scheduled meetings. Whenever possible teleconferences should be considered in lieu of e-mail polls of the executive board.
- B. Upon making a diligent attempt to contact all Board members, and as part of the issuance of any email poll of the Executive Board, members will be advised to vote by a time certain, with a response to both the President and Secretary. Any votes or abstentions not submitted to both of those officers will not be recorded. The Secretary shall report the voting results on an issue to the Board within two (2) working days of such poll.
- C. Polls shall be accepted with any minutes at the next quarterly meeting of the State Executive Board and, after these voting results have been published and action has been executed, polls are not subject to reconsideration but are amendable only to correct any typographical errors in the poll for purposes of the record.

4.05.030 Report of State Executive Board Actions

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

- B. Within 30 days following the first quarterly Executive Board meeting after the close of the Biennial Convention, the State Executive Board shall update all ~~Convention delegates and alternates of the ASEA Biennial Convention, and all chapter Presidents and Stewards~~ ASEA members, on the progress of implementation of the Resolutions passed during the Convention. Such updates shall be sent on email. For any ~~delegate, alternate, chapter president, or steward~~ ASEA member who does not have email access, such updates shall be mailed to the address on file. Such updates shall also be posted to the ASEA website.

Following each quarterly Executive Board meeting, the State Executive Board shall update all ~~convention delegates and alternates, chapter presidents, and stewards~~ ASEA members on the progress of the implementation of the Resolutions passed during the Convention. Such updates shall be sent on email.

For any ~~delegate, alternate, chapter president, or steward~~ [ASEA member](#) who does not have email access, such updates shall be mailed to the address on file. Such updates shall also be posted on the ASEA website.

Whenever a resolution has a final outcome, the State Executive Board shall update all ~~Convention delegates and alternates, chapter presidents, and stewards~~ [ASEA members](#) on the final outcome and justification for the outcome, of the resolution. Such updates shall be sent on email. For any ~~delegate, alternate, chapter president, or steward~~ [ASEA member](#) who does not have email access, such updates shall be mailed to the address on file. Such updates shall also be posted to the ASEA website.

4.05.040 State Executive Board Correspondence

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

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

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

B. At each quarterly State Executive Board meeting, the Board will ascertain whether or not any member comments received prior to or during the meeting require a response from the Board. If so, the Board shall assign the appropriate person (s) to work with the Secretary to respond prior to the next quarterly meeting.

4.06.000 **LEGAL REPRESENTATION**

4.06.010 Attorney-Client Confidentiality

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

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

1 **4.06.020 Legal Contact**

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

4 **4.07.000 ETHICS**

- 5 A. Members of the State Executive Board may not be hired into ASEA staff
6 positions for one year after leaving the Board.
7 B. Soliciting campaign contributions by ASEA Members from Staff is not allowed.
8 C. The State Executive Board has adopted an ASEA/AFSCME Local 52 Code of
9 Ethics. (See Appendix 1, Section 14.)
10

11 **4.08.000 VACANCIES**

12 **4.08.010 Election Process**

- 13 A. Vacancies on the State Executive Board may be filled on a temporary basis in
14 accordance with ASEA Constitution Article 7.07.
15 B. When a board position becomes vacant, the President shall give notice to the board
16 of the intent to fill the vacant position. Upon notice, the Executive Director shall
17 notify the constituent members represented by the vacant position that any eligible
18 members in good standing may submit their name for consideration by the date
19 given. The notice process shall not be less than fifteen (15) days prior to the
20 election, and shall be the nomination period.
21 C. Following the end of this nomination period, the Executive Board may request the
22 President re-open nominations of candidates from the remainder of the board for a
23 period of not less than 5 working days. Members so nominated for office must meet
24 eligibility requirements for that office.
25 D. If only one (1) member is nominated for the vacant position, then that member shall
26 be declared elected to that position. If more than one (1) member is nominated to
27 fill the vacancy, then the board shall proceed to conduct an election by secret ballot.
28 E. Ballot election. If a quorum of the board is present at the meeting, each board
29 member shall write his/her choice of candidate on a piece of paper and deposit it
30 into a box (or other suitable container) under the control of the Executive Director.
31 At the request of a majority of the board, the election may be conducted by
32 electronic balloting, including email. In the case of electronic balloting, the
33 Executive Director shall notify the Chair of the Elections Committee that an election
34 for the vacancy will be taking place by a date certain. Board members shall be
35 directed to send their votes to the Elections Chair, who will tally the votes received
36 by close of business on the due date, and report the results to the President and the
37 Secretary of the Board. The Secretary shall announce the vote tally to the Board and
38 declare the winner. The Election Chair shall forward hard copies of all election
39 materials and reports, including emails, to the Executive Director, who shall seal
40 and store the ballots in the Union office for a period of one (1) year.

5.00.000 TRAVEL AND EXPENSES

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

5.01.000 RESERVATIONS

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

5.02.000 EXPENDITURES FOR UNION BUSINESS

5.02.010 Expense Report Form

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

5.02.020 Reimbursement of Expense

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

5.02.021 Hotel Upgrades

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

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

4 **5.02.022 Alcoholic Beverages or Marijuana**

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

6 **5.02.023 Transportation/Mileage**

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

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

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

21 D. All mileage reimbursement requests must be accompanied with an actual beginning
22 and ending odometer reading.

23 E. If the Board meeting/Union activity is held within the geographic area where a
24 member lives, that member will not be reimbursed for mileage.

25 F. When an ASEA/AFSCME Local 52 member is not at their regularly assigned work
26 location (duty station) and they must travel, ASEA/AFSCME Local 52 will only pay
27 the portion equivalent to the cost of the normal travel from and to their duty station.

28 **5.02.024 Airfare**

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

33 **5.02.025 Reservation Changes**

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

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

5.02.026 Meal Allowance

- A. When the Union provides lodging for a member traveling in or out of State on Union business and when a member is on travel status for at least three (3) hours, the member is entitled to a meal allowance, as follows: midnight – 10:00 a.m., breakfast \$12.00; 10:00 a.m. – 3:00 p.m., lunch \$16.00; 3:00 p.m. – midnight, dinner \$32.00.
- B. At the discretion of the Executive Director, and in compliance with the IRS code, an in-town taxable allowance of up to sixteen dollars (\$16.00) may be paid to any member on Union business for a minimum of four (4) hours within the geographic area where the member lives. If the four (4) hours of Union business extends beyond 6:30 p.m., the member may receive an additional meal allowance up to the limits listed in Section 5.02.026.A.
- C. Upon request by the member, a one-time advance of up to one hundred fifty dollars (\$150.00) shall be made available to all members serving in statewide elected positions, for attendance at approved training seminars, meetings, conferences, and conventions, and such advance must be returned at the end of their service. Meal allowance checks will be sent out after events, upon receipt of the voucher indicating attendance.
- D. Except in cases where the member has special dietary needs, the Union will not pay a meal allowance to a member in instances where meals are provided by the union or the hotel. To qualify for an exception under this section, the member must attempt to pre-arrange a substitute meal by contacting the Executive Director or his assistant at least 10 days prior to the event at which the meal will be provided. If an appropriate substitute meal cannot be arranged or is not provided, the member may make a reimbursement claim for that meal. This exception must be noted on the expense report.

6.00.000

[RESERVED]

7.00.000

[RESERVED]

8.00.000 SEXUAL HARASSMENT

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

9.00.000 STEWARDS

The following procedures apply to all chapters.

9.01.000 GOALS

- A. To adhere to the principles set forth in the ASEA/AFSCME Local 52 Constitution and the AFSCME Constitution, especially regarding the rights of all members to due process and the presumption of innocence until proven guilty.
- B. To ensure that stewards perform their duties in a responsible, knowledgeable, and effective manner.

- C. To ensure that stewards fulfill their “duty of fair representation” to each and every member, without exception.

9.02.000 DUTIES AND RESPONSIBILITIES OF STEWARDS

- A. The duties and responsibilities of stewards shall be as prescribed in the most current ASEA/AFSCME Local 52’s and AFSCME International’s Stewards Handbook.
- B. Stewards must sign and comply with the Expectations of a Steward as prescribed on the Steward Nomination application form, which is incorporated herein by reference.

9.03.000 TRAINING OF STEWARDS

- A. All stewards will receive ASEA/AFSCME Local 52 or AFSCME steward training. It is the responsibility of ASEA/AFSCME Local 52 professional staff to provide mandatory statewide basic and advanced steward training at least every six (6) months.
- B. The steward must take the mandatory basic training within six (6) months after being elected or appointed in accordance with 9.05.000.C.3. Every effort shall be made to notify the stewards of the basic training opportunity at least forty-five (45) days in advance. Only the Executive Director may excuse an absence. Two (2) consecutive unexcused absences from either a basic or advanced training opportunity following election or appointment shall result in a written complaint referral being made for action under Section 9.07.000~~decertification as a steward.~~
- C. Following basic training, the steward shall complete at least four (4) hours of advanced steward training annually. Every effort shall be made to notify the stewards of the advanced training opportunity at least forty-five (45) days in advance. Failure to complete annual advanced training for two (2) unexcused consecutive training opportunities when offered by the Union shall result in a written complaint referral being made for action under Section 9.07.000~~decertification of the steward.~~
- D. Chapter Chief Stewards shall provide training on an interim basis. The ASEA professional staff will provide a training module for this purpose. Interim training does not substitute for mandatory basic and advanced statewide training.
- E. When possible experienced and trained stewards should mentor less experienced stewards to provide continuity of service to members and aid in the training of stewards.

9.04.000 GUIDELINES FOR STEWARDS (Procedures)

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

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

9.05.000 SELECTION AND DISTRIBUTION OF STEWARDS

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

9.06.000 STATEWIDE STEWARD STRUCTURE

9.06.010 Chapter Steward Committee

- A. Each chapter shall have a steward committee.
- B. Stewards in a chapter shall make up the Chapter Steward Committee.
- C. The Chapter Steward Committee shall have a Chief Steward elected by the stewards from the Chapter Steward Committee.

- D. All chapter stewards work under the general direction of the chapter chief steward and the ASEA/AFSCME Local 52 professional staff.
- E. The Chief Steward's term of office shall run concurrently with his/her term as an elected steward.
- F. In the event a chapter has only one steward that steward shall be the Chief Steward.

9.06.020 Statewide Chief Stewards Committee

- A. The Union shall have a Statewide Chief Stewards Committee whose mission is to communicate and exchange information pertaining to steward issues.
- B. The Statewide Chief Stewards Committee shall be made up of the chapter chief stewards.
- C. The Statewide Chief Stewards Committee shall have a chair who shall be elected by a majority of the Chief Stewards. The Chair of the Committee's term of office shall run concurrently with his/her term as an elected steward. Election of a chair will be conducted at the first Chief's Stewards meeting after the term of office expires. If the Committee chair position becomes vacant, the committee will hold a special meeting to elect the chair.
- D. The Statewide Chief Stewards Committee shall meet via teleconference at least twice each calendar year.

9.06.030 Member Action Team

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

9.07.000 DISCIPLINE AND REMOVAL OF STEWARDS

9.07.010 Steward Review Panel

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

9.07.020 Procedures

- A. Complaints against a steward.
 - 1. The Chairperson of the Statewide Stewards Review Panel will select two (2) or more panel members to investigate written complaints received. The Panel shall request a written response to the complaint by the steward involved.
 - 2. Steward Review Panel members will not investigate complaints or vote on issues involving their own work units, divisions, or departments within the region of their designated seat.

- 1 3. Upon completion of the investigation, the Panel will make a written decision
2 whether to charge the steward or dismiss the complaint. A decision will be
3 based on the merit(s) of the complaint(s) and will require the concurrence of
4 at least two (2) panel members.
- 5 4. The Panel will submit all charges and recommendations to the Statewide
6 Chief Stewards Committee and Executive Director in writing, with a copy
7 sent to the charged steward. Charges need to provide specific reference to
8 names, dates, places, and the grounds for complaint. The Chief Stewards
9 Committee shall conduct a hearing to consider the action to be taken. A
10 quorum of seven (7) is required to conduct the hearing and take action. The
11 steward shall have full due process rights. A steward who is charged shall
12 have the right to a hearing before the ASEA/AFSCME Local 52 Judicial
13 Panel.
- 14 B. In the event a complaint is brought against a chief steward, it is to be submitted to
15 the ASEA/AFSCME Local 52 Judicial Panel.
- 16 C. A steward **may** only be dismissed as a steward for a violation of **Article X** of the
17 AFSCME Constitution, or for the failure to perform their expectations, duties and
18 responsibilities as a steward under section 9.02.000.

19 **10.00.000**

20 [RESERVED]

21 **11.00.000 SEGREGATED ACCOUNTS**

22 **11.01.000 SETTLEMENT ACCOUNTS**

23 No segregated accounts shall be established without the authority of the State Executive
24 Board.

25 **11.02.000 BARGAINING & STRIKE RESERVE ACCOUNT**

26 11.02.010 Use of Assets

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

- 29 A. The Account's earnings shall be tracked from year-to-year and disclosed to the
30 membership as the Bargaining and Strike Reserve Account. The earnings may be
31 allocated by a vote of the Executive Board to provide funds to pay:
 - 32 1. For approved expenditures to facilitate contract negotiations with the State
33 of Alaska,
 - 34 2. For bargaining or strike related activities, including member education
35 regarding contract or strike related issues.
- 36 B. The Account's assets may be used for other purposes, provided that:
 - 37 1. The amount does not exceed 10 percent of the Account's assets on the date
38 of appropriation or the average asset balance during the current fiscal year
39 whichever is less, and
 - 40 2. A two-thirds majority vote is obtained.

C. The State Executive Board will review the operating account at least annually to determine if additions to the Bargaining and Strike Reserve Account shall be made.

11.02.020 Investment Management

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

11.02.030 Investment Policy

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

12.00.000 UNION ACTIVITIES

12.01.000 MEMBERSHIP PARTICIPATION

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

12.02.000 DISABILITY ACCOMMODATION

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

13.00.000

[RESERVED]

14.00.000 DUES/FEES

14.01.000 AFSCME COST OF LIVING ALLOWANCE INCREASES

It is determined by the State Executive Board that the ASEA/AFSCME Local 52 Constitution should reflect those dues that have been authorized by the membership to be collected, plus whatever the dues are that have been authorized by AFSCME. Therefore,

every time there is a change from AFSCME in dues, the Constitutional language in Article 5 of ASEA/AFSCME Local 52 should be amended to reflect those dues actually being deducted from paychecks of ASEA/AFSCME Local 52 members. Such amendment to the language approved through AFSCME will not require ratification by the membership or AFSCME because the mandate already exists within the approved language of Article 5, Section 3, of the ASEA/AFSCME Local 52 Constitution.

14.02.000 ALTERNATIVE PAYMENT OF OUTSTANDING UNION DUES/FEEES

14.02.010 Outstanding Union Dues/Fees Agreement

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

14.03.000 NEW HIRE

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

15.00.000 BUSINESS LEAVE

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

15.01.000 REPORTING

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

15.02.000 GENERAL USE

- A. Circumstances for which Business Leave shall be approved shall include but not be limited to:
 - 1. Serving on official committees of the Union.
 - 2. Participating as a grievant or serving as a witness in ASEA/AFSCME Local 52 arbitrations.
 - 3. Serving as a member and/or alternate of the ASEA/AFSCME Local 52 Judicial Panel. No petitioner, respondent or witness of a Judicial Panel hearing shall be eligible for business leave.
 - 4. Serving as an elected official on the ASEA/AFSCME Local 52 Executive Board.

- 1 5. Serving as a delegate to the ASEA/AFSCME Local 52 or AFSCME
- 2 biennial conventions.
- 3 6. Serving as a trustee on a trust established by ASEA/AFSCME Local 52.
- 4 Eligibility for Business Leave for Health Trustees and Legal Trustees shall
- 5 be pre-approved by the Executive Director with specific information
- 6 provided on justification for need and purpose. Such business leave to be
- 7 for ministerial duties and member claims appeals.
- 8 7. Business Leave for Chapter Use, see Policy 1.03.000.K.
- 9 8. Performing other official union business when pre-approved by the
- 10 Executive Director.

11 **16.00.000 CORPORATE CHARGE CARDS**

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

15 **17.00.000 INFORMATION REQUESTS**

- 16 A. An Information Request Form must be completed by any member requesting
- 17 written information from the Union.
- 18 B. An Information Request Form will indicate the purpose for which the information
- 19 will be used.
- 20 C. Upon receipt of an Information Request Form the Executive Director will
- 21 acknowledge to the requestor within ten (10) days the receipt of the information
- 22 request and the latest date by which the information request will be completed.
- 23 Requests routinely will be completed within fifteen (15) days unless
- 24 circumstances require an extended period of time. Completed requests shall either
- 25 be approved and the requested information provided, or shall be denied in writing,
- 26 with citation to the appropriate governing document where applicable.
- 27 D. Chapter requests will be given a higher priority for information requests, if the
- 28 information requested is time-sensitive and/or is required for Chapter elections.
- 29 E. Information requested by a State Executive Board member during a Quarterly
- 30 Business Session shall be provided during the meeting at which it is requested.
- 31 Information requested outside the Quarterly Business Meeting shall be provided
- 32 as soon as possible, but no later than 10 days from the date of request.

33 **17.00.010 ASEA/AFSCME Local 52 Logo/Letterhead**

- 34 A. Any Statewide Executive Board Member wanting business cards may be allowed to
- 35 get up to 500 business cards.
- 36 B. The logo is not for general use by any member of the Union.
- 37 C. The Local 52 Logo and Letterhead may not be used on any newsletter, publication,
- 38 or communication without submission of the Information Request Form and
- 39 approval of the Executive Director.
- 40 D. Chapters wishing to incorporate the Union's logo into their letterhead stationery
- 41 must submit a sample of the letterhead design for pre-approval by the Executive
- 42 Director.

- E. Use of the Union's logo by chapters on promotional items must be pre-approved by the Executive Director [and the ASEA Communications Coordinator](#).

17.01.000 MEMBERSHIP INFORMATION

17.01.010 Mailing Labels/Data

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

17.01.020 Roster of Chapter Members

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

17.01.030 Requests for Financial Information

Financial records shall be made available to union members to view in an ASEA office utilizing the information request procedure. Where a union office is not accessible to the member, ASEA Headquarters will coordinate with a local chapter officer or steward to provide the requested information. The Executive Director's contract is deemed a financial record for purposes of Information Requests. Financial Information requested by a State Executive Board Member shall be transmitted directly to that member.

18.00.000 FINANCIAL

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

18.00.010 Disbursement of Funds

- A. The disbursement of ASEA/AFSCME Local 52's union funds will be by ACH, EFT, Wire Transfer or check and shall require the authorization by two Executive Board Members specified in Article 8 of the ASEA/AFSCME Local 52 Constitution.
- B. The Executive Director shall have the authority to use electronic signatures in the payroll and payables check writing process, insofar as either process involving check creation meets all AFSCME Financial Standards Codes and FASB Codes.

- 1 Any utilization of the electronic signatures shall be under a secure environment
2 with ASEA/AFSCME Local 52 Headquarters.
- 3 C. The Executive Director shall approve all vouchers and payroll time sheets before
4 creation of any checks and advise slips for review by the authorized Executive
5 Board members. A Check Detail Report (Account Payable or Payroll) shall be
6 prepared by the appropriate accounting staff.
- 7 D. Upon completion of the Check Detail Report, the preparer shall initial and verify
8 the accuracy of the Check Detail Report.
- 9 E. The Check Detail Report will then be forwarded to the Treasurer (or his/her
10 board- approved designee); it shall then be presented to the President (or his/her
11 board-approved designee) for approval.
- 12 1. Review by the Treasurer (or his/her board-approved designee). The
13 Treasurer (or his/her board-approved designee) shall review the Check
14 Detail Report and, within 48 hours from receipt, shall notify the Executive
15 Director (or his/her designees) in person, or via a faxed copy of the Check
16 Detail Report bearing his/her signed approval, his/her approval to disburse
17 the payables and/or payroll expenditures. The Treasurer's copy of the
18 Check Detail Report bearing his/her original signature (or that of his/her
19 board-approved designee) shall then be forwarded to the appropriate
20 accounting staff at ASEA/AFSCME Local 52 Headquarters.
- 21 2. Review by the President (or his/her board-approved designee).
22 (a) Upon receipt of the Treasurer's (or his/her board-approved
23 designee) signed approval to disburse, the President (or his/her
24 board-approved designee) shall be provided with the Check Detail
25 Report signed by the Treasurer (or his/her board-approved
26 designee).
27 (b) The President (or his/her board-approved designee) shall review
28 the Check Detail Report and, within 24 hours from receipt, shall
29 notify the Executive Director (or his/her designees) in person, or
30 via a faxed copy of the Check Detail Report bearing his/her signed
31 approval, his/her approval to disburse the payables and/or payroll
32 expenditures. The President's copy of the Check Detail Report
33 bearing his/her original signature (or that of his/her board-approved
34 designee) shall then be forwarded to the appropriate Accounting
35 Department at ASEA/AFSCME Local 52 Headquarters.
- 36 3. ACH, EFT and Wire Transfers shall follow the procedure outlined in E.1
37 and 2~~In the event that the above timelines in E.1 and 2 are not met, the~~
38 ~~Executive Director will have the authority to approve disbursements so~~
39 ~~payments are made in a timely manner.~~
- 40 F. If upon review corrections need to be made to the payables and/or payroll, the
41 Executive Director (or his/her designees) shall be notified immediately by the
42 officer and the corrections, if appropriate, will be made by the appropriate
43 accounting staff.
- 44 G. Upon the President's (or his/her board-approved designee's) review and approval
45 to disburse the payables and/or payroll items from the check detail report,

- 1 electronic signatures shall be affixed to the corresponding checks by the
2 appropriate staff.
- 3 H. All payroll and payables files shall be available for review at ASEA Headquarters
4 for the State Executive Board members authorized in 18.00.010.A.

5 **18.00.020 Staff Authorizations**

6 The Board authorizes the Executive Director (or designee) to initiate wire transfers, EFTs,
7 ACHs and checks after approval of the authorized Board members and to obtain account
8 balances~~The Board authorizes the Executive Director (or designee) to initiate required~~
9 ~~wire transfers, EFTs, ACHs or checks for approval of the authorized Board members, to~~
10 ~~obtain account balances and transfer funds within accounts.~~

11 **18.00.030 Expenditure Authorization**

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

14 **18.02.000 PERSONNEL**

15 **18.02.010 Staff Policy Manual**

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

18 **18.02.020 Staff Vacancies**

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

31 **18.02.030 Staff Termination**

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

35 **19.00.000 TELECONFERENCES**

- 36 A. No meal allowance or other expenses, except business leave when required, shall
37 be paid for any teleconferences, unless authorized by the Executive Director.

- 1 B. For scheduling purposes, the Administrative Assistant shall be notified, whenever
2 possible, at least 24 hours before a teleconference is desired.

3 **20.00.000 RATIFICATION**

4 **20.01.000 DUES RATIFICATION**

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

18 **20.02.000 RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT**

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

20.03.000 STRIKE AUTHORIZATION VOTING POLICY

A. Ballots will be handled as follows:

1. To be counted, all ballots must be returned by mail and date stamped by the ballot counting contractor with required information on the outer envelope by 12:00 noon of the election date.
2. Improperly marked ballots will not be counted.
3. In the event, more than one ballot is cast, only the last received ballot will be counted.
4. If the ballot includes more than one question, each question will be tallied separately and all votes will be counted.
5. The following instructions will be included with each ballot:
 - (a) Mark your ballot and then place it in the envelope labeled **“OFFICIAL BALLOT.”**
 - (b) Place the Official Ballot envelope (with your ballot enclosed) into the postage paid, business reply envelope pre-addressed to [the ballot counting contractor].
 - (c) Seal the “BALLOT” envelope and place it in the postage paid, pre-addressed business reply envelope.
 - (d) All ballots **MUST BE RETURNED BY U.S. MAIL** and they will only be counted if received by 12:00 noon on or before [election date].
 - (e) Ballots will be opened and counted no earlier than at 12:00 noon on [election date].
 - (f) Improperly marked ballots will not be counted.
 - (g) If more than one ballot is received from a member, only the most recent ballot will be counted.

B. The ballots will be mailed to:

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

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

1. Ballot
2. Contract Negotiating Committee Statement
3. Executive Board Statement
4. Ballot Instructions
5. Official Ballot Envelope
6. Postage paid, Pre-addressed Business Reply Envelope
7. Outgoing Envelope

D. Every effort will be made to have a strike vote meeting(s) in each community with more than 25 voting members. All communities with fewer than 25 voting members will be contacted by phone. Onsite contacts will be by a core group of trained communicators who shall be provided with a membership list. An outline for communicators will be a consistent message.

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

4 **21.00.000 BONDS/LIABILITY/INDEMNIFICATION COVERAGE**

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

9 **22.00.000 ELECTION PROCESS FOR OFFICERS AND AFSCME**
10 **CONVENTION DELEGATES**

- 11 A. Notice of Nominations.
12 1. The Election Committee shall cause to be mailed, either separately or by
13 prominent inclusion in an official publication of the Union, a Notice of
14 Nominations and Elections to all eligible ASEA/AFSCME Local 52
15 members at their last known address, in accordance with or subject to the
16 timelines established in Article 7 of the ASEA/AFSCME Local 52
17 Constitution. A mailing house may be used for this purpose.
18 2. Notices of Nominations shall include the following information:
19 (a) the office to be filled and the term of each office.
20 (b) all pertinent dates and deadlines pertaining to nominating petitions
21 and candidate statements, when ballots will be mailed, when
22 ballots will be counted, run-off elections and ballot counting.
23 (c) instructions on how to complete and submit the nominating
24 petition and candidate statement.
25 (d) a nominating petition.
26 3. Prior to distribution, ASEA/AFSCME Local 52 support staff shall present
27 a draft Notice of Nominations to the Election Committee Chair for
28 approval by the committee.
29 B. Nominating Petitions and Candidate Statements.
30 1. A standardized nominating petition will be provided with the Notice of
31 Nomination and shall also be available from the Union Field Offices in
32 Fairbanks and Juneau, as well as Union Headquarters in Anchorage, and
33 shall be available in PDF format on the Union's web site.
34 2. Nominations shall be made on the standardized nominating petition, or in
35 writing within a non-standardized format containing all the same
36 information as the standardized nominating petition.
37 3. Nominating petitions may be emailed, mailed, faxed to Union
38 Headquarters, or hand-delivered to Union Headquarters or any Union Field
39 Office. A nominating petition received by email or fax shall be deemed an
40 original document.
41 4. Nominating petitions will be date-stamped with the time of receipt written
42 by the Union, and all nominating petitions received by Union Field Offices

shall be forwarded via fax or scanned and emailed to Union Headquarters that same date.

5. Union staff shall verify that nominees are under the proper occupational or regional category, when applicable, and that all candidates are members in good standing.
6. Union support staff shall notify the Election Committee Chair of all qualified candidates, with documentation of any disqualified petitioner for nomination.
7. At the time nominees are verified to be eligible and are officially recognized as candidates by the Election Committee, their names will be considered public information and the list of nominees shall be posted to the ASEA website.
8. Each candidate is allowed to submit a statement of the candidate's personal qualifications for the office sought. A candidate's statement may only contain reference to personal qualifications, education, Union positions, experience and accomplishments. Candidate statements may not contain references to other candidates or individuals. If the Election Committee disallows a candidate statement, the Election Committee shall give the candidate an opportunity to submit a corrected statement to be received by the Election Committee twelve (12) days before the ballot mailing deadline. Statements that meet these criteria will be included in the ballot mailing.

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

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

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

C. ASEA/AFSCME Local 52 Election Campaigning.

1. No union funds may be spent campaigning for any candidate seeking union office.

2. No publication sponsored by or supported by the Union may endorse or discourage the endorsement of a candidate for union office. (Reference 17.03.000, "E-mail.")
 3. The Union shall control access to membership mailing lists. Notice of access to Union membership and chapter office mailing lists shall be included in the primary publication of the Union at the time of solicitation of candidate nominations.
 - (a) ASEA/AFSCME Local 52 candidates are entitled to mailing labels provided by the Union to be affixed to campaign literature, each candidate will prepay for the cost of printing and affixing labels. Candidates are responsible for delivering to the ASEA/AFSCME Local 52 Anchorage office mail-ready campaign materials with postage affixed. ASEA staff will be responsible to address and mail campaign materials at the candidate's expense.
 4. Access to Membership Lists.

No listing of member work and/or home numbers will be released by ASEA for the purpose of telephonic campaigning.
 5. The Union's e-mail, website, or webmail systems may not be used in campaigning for union office. Chapter websites may not be used for campaigning or promotion of candidates.
 6. Within a state owned or leased building or facility, campaign materials may only be posted on official Union bulletin boards.
- D. Preparation and Mailing of the Ballots.
1. Following the nomination petition and candidate statement deadline, the Election Committee shall review all election materials. Packets of election materials (including copies of nominating petitions, candidate statements, and draft ballots) shall be distributed to all Election Committee members. The Election Committee may meet telephonically, if needed, during this review process. The Election Committee shall review the draft ballots for the following:
 - the correct spelling of each candidate's name.
 - The member's name and address are preprinted on the postage paid, pre-addressed business reply envelope.
 - the correct dates and deadlines.
 - 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.

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.
 2. The observers may not assist in the actual conduct of the election, may not engage in any kind of campaigning, may not wear buttons or badges in support of a candidate, pass out leaflets, or attempt to discuss the election with anyone while observing.
 3. Observers have the right to call to the attention of the Election Committee members present any perceived violation of proper procedure which they may observe during the ballot counting.
- H. Disruptive Behavior. Observers, Election Committee members, or other members of the Union who, in the judgment of the Election Committee or the third-party independent contractor, are disruptive to the conduct of the ballot counting, may be required to leave by the Election Committee.
- I. Counting of Ballots.
 1. Ballot counting takes place at ASEA/AFSCME Local 52 Headquarters in Anchorage AK or other location if another facility is selected to accommodate the ballot counting.
 2. The following procedure shall be used in counting the ballots.

- (a) Upon delivery of the ballots, the ballots are sorted alphabetically.
- (b) The names on each ballot are then to be compared with lists [provided by the Executive Director (or designee)] of ASEA/AFSCME Local 52 members in good standing. Any ballots with names not listed are to be sent to the Executive Director (or designee) for confirmation as a disallowed ballot. Disallowed ballots are to be put in the "Disallowed Ballot" pile.
- (c) Following the check-off of names, the outer envelopes shall be opened and the contents removed. Contents should be the inner ballot envelope. The outer envelopes are to be batched up and saved (in the event of a recount).
- (d) The inner ballot envelopes are then opened and ballots removed. If the intent of the member voting is clear, the ballot should be counted regardless of any comments written on the ballot, with the exception of any member identification on the ballot. If a voter has signed their name to or initialed the ballot, the entire ballot will be disallowed.
- (e) Such deviations from the instructions on the ballot, as making a check-mark instead of an "X," should not serve to disallow a ballot. If the intention of the voter is clear, count the vote.
- (f) If a ballot is partly spoiled, that does not void the entire ballot. For example, if a voter has voted for two (2) candidates for President, his or her ballot is void for that office. But if the same voter has voted for only one (1) candidate for other listed offices, the vote for those offices is counted.
- (g) Write-in votes are not counted; those ballots are treated as though they were blank for the office for which a write-in appears.
- (h) In a situation where the Election Committee must rule on a ballot being allowed or disallowed, a majority vote of the Election Committee will decide the question.
- (i) A record is maintained of the number of disallowed and void or totally blank ballots. These will not be included in the tally of valid ballots.
- (j) When the tabulation of the unquestioned ballots has been completed, the Election Committee should turn its attention to any remaining questioned ballots. If the number of questioned ballots is not large enough to change the outcome of any of the contests, the Election Committee is free to refuse to decide the questioned ballots. In that case, the ballots remain in the sealed envelopes but are retained with the rest of the ballots and the election records. If the number of questioned ballots is great enough that it might affect the outcome of one or more races, the Election Committee must then take up each questioned ballot separately and, without opening the envelope, make a decision as to whether or not the ballot should be counted. In those cases where the Election

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

- 1 (a) In the event of a recount, the election boxes shall be unsealed in the
2 presence of Election Committee members and observers.
- 3 (b) The postage paid, pre-addressed business reply envelopes (with
4 required information) are to be checked off against the list of
5 members in good standing.
- 6 (c) The ballots are then to be recounted and results compared to the
7 tally sheets and final Summary Count Form.
- 8 (d) All disallowed ballots are then to be reviewed by Election
9 Committee members and observers.
- 10 (e) The Election Committee will submit a signed Final Report to the
11 Executive Director for distribution to the State Executive Board on
12 the results of the recount. All members of the Election Committee
13 participating in the recount are to sign the formal report.
- 14 (f) All Candidates shall then be called by the Election Committee and
15 notified of the election results.
- 16 (g) In order to notify the membership, the Elections Report shall be
17 placed on the ASEA/AFSCME Local 52 web site.

18 J. Run-Off Elections for Officers Only.

- 19 1. In the case no candidate receives a majority of the votes, a run-off election
20 for that office must be held. The ballot for a run-off election will contain
21 two (2) names for each office. In most cases this will mean listing the two
22 (2) candidates who ran first and second place during the original election.
- 23 2. If one of the top two vote-getting candidates withdraws, the third highest
24 vote-getting candidate will take their place. Only if all other candidates
25 withdraw from the race can a run-off election be avoided.
- 26 3. The run-off election shall be held on the dates identified on the original
27 Notice of Nomination and shall follow the same election rules as that of
28 the original election. This includes the preparation and mailing of the
29 ballots, security of the ballots, observers, and counting the votes. No new
30 statements from the candidates will be accepted. The original statements
31 shall be included with the run-off ballots.
- 32 4. The 30-day rule to conduct the election will apply to run-off elections.

33 K. Protests. A protest is not the same as a challenge. A challenge questions a
34 nominee's right to run for office and must be raised by a member before the
35 election is actually held. A protest questions the actual conduct of the election
36 itself.

- 37 1. Protests and challenges shall be filed with the Election Committee in
38 accordance with Appendix D of the AFSCME Constitution.
- 39 2. Any protester or nominee adversely affected by a decision of the Election
40 Committee on a challenge or a protest may file an appeal with the
41 AFSCME Judicial Panel, which retains jurisdiction in all election matters.

42 L. Installation of Officers.

- 43 1. Newly elected officers have, in fact, been the officers of the Union from
44 the moment the Election Committee's Report was presented to the

Executive Director for distribution to the State Executive Board and are legally bound by the Obligation of an Officer.

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

23.00.000 COMMUNICATIONS

23.01.000 PUBLICATIONS

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

23.02.000 E-MAIL

23.02.010 E-Mail and Electronic Media

- A. The bargaining unit employer's e-mail and other electronic media shall not be used to broadcast information detrimental to the interest of ASEA/AFSCME Local 52 or to engage in "spamming," "flaming," and attacks on any ASEA/AFSCME Local 52 members.
- B. This procedure prohibits utilization of State of Alaska or City of Sitka electronic media for ASEA/AFSCME Local 52 election campaign purposes.

23.02.020 ASEA/AFSCME Local 52 E-Mail

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

23.02.030 Broadcasting from Union E-Mail System

23.02.031 Replies

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

23.02.032 Approval

A. Union e-mail broadcasts must be limited to relevant union business and require approval of the Executive Director or the ASEA Communications Coordinator. Within two (2) working days of the request for approval, emails that are approved will be forwarded to the ASEA Data Processing Technician and/or ASEA Information Officer for broadcast pursuant to 23.02.040.

23.02.040 Broadcast E-Mails to Members

- A. All broadcast emails to members including messages regarding official union and chapter activities must be submitted to ~~Union Headquarters~~the Executive Director or the ASEA Communication Coordinator for approval and broadcast distribution. Broadcasts shall be distributed within 24-hours of their approval under Section 23.02.032 for approval and broadcast distribution.
- B. Chapter broadcast emails must be drafted by the chapter in a ready-to-send format. ASEA staff will not prepare the email message.
- C. Broadcast messages from the Chapter President or Chapter Chief Steward to the Chapter stewards shall be copied to the Executive Director and the ASEA Communications Coordinator.

24.00.000 OCCUPATIONAL CLASSIFICATIONS

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

42.00.000 [RESERVED]

98.00.000 POLICIES AND PROCEDURES

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

98.01.000 AMENDMENTS

A. The State Executive Board, upon a 30-days' notice of the proposed change to all ASEA members, may amend these Policies and Procedures by a two-thirds (2/3rds) vote at a regularly scheduled meeting. Notice of proposed changes shall be sent by email. For any member who does not have email access, the notification shall be mailed to the address on file. The notification shall provide

1 the web link where the proposed changes are outlined, and shall include a
2 discussion of the rationale for making the changes.

3 B. Notwithstanding the provisions of 98.01.000.A, addition of State Executive Board
4 committees under Section 2.00.000 may be made upon a simple majority vote of
5 the State Executive Board at a regular or special meeting, or by a poll. Such
6 committees shall be deemed created upon the report of this initial vote.
7 Membership shall be sent an advisory notice within 30 days of the creation of any
8 committee created under this section.

9 C. All amendments to this manual must be incorporated and made available to the
10 State Executive Board and Chapter Presidents and published on the ASEA
11 website, within 30 calendar days of their adoption.

12 **98.02.000 SUSPENSION OF THE RULES**

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

15

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 or the Secretary.

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

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

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

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

APPENDIX 1

List of Referenced Corporate Documents

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

1. AFFILIATION AGREEMENT
2. ARTICLES OF INCORPORATION
3. NONPROFIT CERTIFICATE
4. AFSCME INTERNATIONAL CONSTITUTION
 - A. AFSCME Financial Standards Code
 - B. AFSCME Judicial Panel Rules
 - C. AFSCME Local Union Election Manual
5. ASEA/AFSCME Local 52 CONSTITUTION
 - A. ASEA/AFSCME Local 52 Judicial Panel Rules
6. ASEA EMPLOYMENT
 - A. Executive Director Job Description
 - B. Lobbyist Job Description
 - C. Staff Collective Bargaining Agreement
 - D. Staff Policies & Procedures
7. COLLECTIVE BARGAINING AGREEMENTS
 - A. GGU Collective Bargaining Agreement
8. ASEA/AFSCME Local 52 POLITICAL ACTION COMMITTEE RULES OF OPERATION
9. STATE OF ALASKA AFL-CIO CONSTITUTION
10. ASEA/AFSCME Local 52 BIENNIAL CONVENTION RESOLUTIONS
11. ASEA LEGAL SERVICES TRUST
 - A. ASEA Legal Services Trust Declaration of Trust
 - B. ASEA Legal Services Plan Booklet
12. ASEA/AFSCME Local 52 HEALTH BENEFITS TRUST
 - A. ASEA/AFSCME Local 52 Health Benefits Trust Declaration of Trust
 - B. ASEA/AFSCME Local 52 Health Benefits Plan Booklet
13. ALASKA AFSCME RETIREE CHAPTER 52
 - A. AARC52 Constitution
 - B. AARC52 Policies and Procedures
14. CODE OF ETHICAL PRACTICES (pg. 50)
15. OCCUPATIONAL CLASSIFICATIONS

CODE OF ETHICAL PRACTICES

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

ASEA/AFSCME Local 52, AFL-CIO POLICIES and PROCEDURES
(Revised and, with due notice, approved December 12, 2019)

- 1 F. No officer, chapter trustee, or managerial employee of the union shall convert any
2 funds or other property belonging to the union to such individual's personal use or
3 advantage.
4
- 5 G. Unless otherwise provided for in applicable law, no person who has been convicted
6 of a crime, the nature of which is such as to bring the Union as an organization into
7 disrepute shall serve as an officer, chapter trustee, managerial employee, contracted
8 employee, or employed staff of the union.
9
- 10 H. 1. Charges of a violation of this policy shall be filed with the ASEA Judicial
11 Panel.
12 2. A charge of a violation of this Code of Ethical Practices may be filed only by
13 a member of ASEA. Such charge must be specific and must, to the extent
14 possible, be supported by substantiating documentation.
15 3. Pursuant to the procedures of the International Constitution, any member may
16 bring Judicial Panel charges based on their belief that a violation of the Code
17 might have occurred.
18
- 19 I. Nothing contained herein shall limit the rights of an individual otherwise provided
20 for in the International Constitution, ASEA Local 52 Constitution, ASEA Local 52
21 Policies & Procedures, any applicable Collective Bargaining Agreement, Alaska
22 municipal ordinances, Alaska State laws, or Federal laws.
23
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