



# **POLICIES and PROCEDURES**

*(Revised and, with due notice, approved 12/12/2025)*

ASEA/AFSCME Local 52, AFL-CIO POLICIES and PROCEDURES  
(Revised and, with due notice, approved December 12, 2025)

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**PREAMBLE**

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 All prior policies and procedures shall be rescinded upon the adoption of the following policies and procedures by the ASEA Executive Board.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

1 **1.00.000 CHAPTER GUIDELINES**

2 **1.01.000 ESTABLISHMENT OF CHAPTERS**

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

6  
7 **PURPOSE:** The ASEA Executive Board has created chapters to provide a local network for  
8 the membership in its area. The purpose of chapters is to bring chapter members together to  
9 share ideas, and perspectives, as well as activities to promote solidarity.

10  
11 Chapters are subordinate entities of the Union. Each chapter, at a minimum, shall include  
12 an elected President, Secretary and Treasurer, who shall serve a term of office as prescribed  
13 in the chapter bylaws.

14  
15 Chapters may create committees to carry out functions of the chapter. Those chapter  
16 committees are subordinate bodies of the chapter and may not act independent of the  
17 chapter. Chapters and chapter committees must follow established union policies.

18  
19 Chapters shall meet at least once annually and shall adopt bylaws for the conduct of their  
20 affairs and an annual budget.

21

22 **1.02.000 REPORTING REQUIREMENTS**

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

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

- 31 1. Chapter bylaws, if they have been updated since the prior fiscal year report.
- 32 2. Lists of officers.
- 33 3. Minutes of Chapter Executive Board and Chapter membership meetings.

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

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

41 **1.03.000 GUIDELINES FOR STAFF ASSISTANCE TO CHAPTERS**

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

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

34 **1.03.010 Newsletters**

35 Staff shall not prepare Chapter newsletters.

36 **1.03.020 Websites**

- 37 A. Chapters and Committees must secure approval from the Executive Director or the
- 38 ASEA Communications Coordinator to establish a website or social networking
- 39 accounts using a designated form. The Executive Director shall report all requests to
- 40 the ASEA Executive Board in their quarterly report.
- 41 B. ASEA Anchorage Headquarters shall periodically review approved websites and
- 42 social media accounts to ensure posted content is consistent with the goals and
- 43 objectives of the Union.

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

3 **1.04.000 HIRING OF CHAPTER STAFF PERSONNEL**

4 Chapters may not hire employees.

5 **1.05.000 CHAPTER FUNDS**

- 6 A. Each chapter receives a share of dues, as allocated under ASEA Constitution Article  
7 10.06. Chapter funds may only be spent in accordance with the AFSCME Financial  
8 Standards Code. Chapter funds may only be held in checking, savings, or  
9 certificates of deposit at an FDIC insured bank or NCUSIF insured credit union.  
10 Chapters may not invest funds.
- 11 B. To maintain security of Union chapter funds, all chapters will be required to have on  
12 file with the Union Headquarters an approved Automated Clearing House (ACH)  
13 Deposit/Withdrawal form for all chapter financial institution accounts that are in the  
14 name of the chapter. The ACH form will allow Union Headquarters to electronically  
15 deposit chapter support payments to each chapter's designated account each month  
16 rather than sending a check. In the event that a chapter is determined to be inactive,  
17 the ACH will provide the Union with a method to be able to withdraw the funds of  
18 the inactive chapter and hold them in escrow to prevent loss of the funds. A chapter  
19 will be declared inactive by ASEA Executive Board motion on recommendation of  
20 the ASEA Executive Director.
- 21 C. Chapter funds may not be spent for political purposes, or contributed to any political  
22 candidate or political entity. Chapter funds may not be used to conduct member  
23 surveys or to conduct activities inconsistent with the Union's goals as established by  
24 the ASEA Executive Board.
- 25 D. Chapters may conduct fundraising activities consistent with the goals and objectives  
26 of the Union. The Executive Director must be notified at least 14 calendar days in  
27 advance of the activity. Raffles are specifically prohibited.
- 28 E. Chapter funds, including those raised by the Chapter, may not be used to purchase  
29 any type of alcoholic beverage or marijuana.
- 30 F. Chapters may purchase gift cards in accordance with Policy 18.00.040 - Gift Cards.

31 **1.06.000 CHAPTER CONVENTION DELEGATE ELECTIONS**

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

37 **2.00.000 ASEA EXECUTIVE BOARD COMMITTEES**

38 **2.01.000 GENERAL**

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

- 1 P&P 2.03. In general, the purpose of committees is to bring committee members  
2 together to share ideas, perspectives, and to identify issues unique to the group the  
3 committee represents. A committee may develop strategies, ideas, actions, surveys  
4 and suggestions for addressing issues and may submit recommendations to the  
5 ASEA Executive Board, through the Executive Director or the ASEA Executive  
6 Board liaison to the committee. The Executive Director may act on  
7 recommendations that fall within the committee's purpose. Otherwise, the  
8 Executive Director will refer recommendations to the ASEA Executive Board for  
9 further consideration. The ASEA Executive Board may delegate assignments or  
10 tasks to a committee.
- 11 B. BUDGET: The ASEA Executive Board shall adopt an annual budget for each  
12 committee. Committees may submit budget requests to the ASEA Executive Board  
13 through the Executive Director or the ASEA Executive Board liaison to the  
14 committee. The cost of any teleconferences and face-to-face meetings of committee  
15 members will be paid out of the committee's budget. All expenditures must be pre-  
16 approved by the Executive Director. No committee or individual committee member  
17 shall have the power to act as an agent for or otherwise bind the Union in any  
18 manner whatsoever. (*ASEA Constitution 13.01*)
- 19 C. FUNDRAISING: Committees may conduct fundraising activities consistent with the  
20 goals and objectives of the union. The Executive Director must be notified at least  
21 14 calendar days in advance of the activity. Raffles are specifically prohibited.  
22 Funds received from fundraising efforts shall be placed in the ASEA/AFSCME  
23 Local 52 general account. The ASEA Executive Board will allocate those funds to  
24 the appropriate Committee.
- 25 D. Committee funds may not be spent for political purposes or contributed to any  
26 political candidate or political entity. Committee funds may not be used to conduct  
27 member surveys or to conduct activities inconsistent with the Union's goals as  
28 established by the ASEA Executive Board. Committee funds may not be used to  
29 purchase any type of alcoholic beverage or marijuana.
- 30 E. Whenever Committee funds are used to fund, in whole or in part, a member's  
31 attendance at a conference or event (hereinafter, "event"), the member shall be  
32 required to submit a written report to the Committee within 21 days following the  
33 event. Committees may also assign additional tasks to the members, such as in-  
34 person presentations or training for other members. Prior to any expenditure, the  
35 committee shall give the members written notice of these requirements. Provided  
36 such written notice is given, if the member does not write the report or fulfill the  
37 other requirements as assigned by the Committee, the member may be required to  
38 reimburse the Committee for the funds expended.
- 39 F. The ASEA President will be informed of all committee meetings, and the date of the  
40 committee meeting will be posted on the ASEA website calendar.
- 41 G. Committees are required to provide the President, through the Executive Director,  
42 written minutes of all meetings no later than 30 days from the date of the meeting.
- 43 H. A standing committee may be constituted only if specifically authorized as a  
44 standing committee in the ASEA/AFSCME Local 52 Constitution.
- 45 I. Publications and materials distributed to the membership by ASEA Committees shall  
46 be consistent with the goals and objectives of the union and shall be reviewed and

1 approved by the Executive Director or the ASEA Executive Board liaison to the  
2 committee or in the absence of a Board liaison, the ASEA Communications  
3 Coordinator. Every effort shall be made to approve such requests within 10 working  
4 days of the request.

5 **2.02.000 ELECTED COMMITTEES/PANELS**

6 **2.02.010 Judicial Panel**

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

27 **2.02.020 Contract Negotiating Committees**

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

32 **2.02.021 Collective Bargaining Information**

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

37 **2.02.030 Elections for Judicial Panel and Contract Negotiating Committees**

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

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

21 **2.03.000 APPOINTED COMMITTEES**

22 **2.03.010 General**

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

- 24 A. **APPOINTMENTS:** All committee members shall be appointed in accordance with  
25 Article 8.04 of the ASEA/AFSCME Local 52 Constitution.
- 26 B. **COMPOSITION:** Appointed committees shall consist of up to ten (10) members.  
27 Two (2) members each from the Central region, the Northern region, and the  
28 Southeast region; one (1) member each from the Bush and Rural regions; and two  
29 (2) At-Large seats.  
30 Committees will consist only of ASEA members in good standing. Staff or other  
31 parties may provide assistance; however, only ASEA members will be able to vote  
32 or chair meetings.
- 33 C. **TERMS:** Members of each committee shall serve for a term of three (3) years from  
34 date of appointment.  
35 All resignations by a committee appointee must be submitted in writing to the  
36 President, through the Executive Director. Upon a majority vote of the ASEA  
37 Executive Board, a committee may be dissolved. A committee member may only be  
38 removed on grounds provided in Article X of the AFSCME Constitution. Accused  
39 committee members shall have the right to a fair trial with strict adherence to due  
40 process.
- 41 D. **COMMITTEE CHAIR:** The President shall designate a Chair from the committee  
42 members with confirmation from the ASEA Executive Board. The Chair's term of  
43 appointment shall be for the duration of their regular appointment.

- 1 E. LIAISON: Except for the Grievance Review Committee, the Elections Committee,  
2 ASEA Political Action Committee, and the Class I Committee, all committees listed  
3 in the Policy & Procedures will have a designated ASEA Executive Board liaison  
4 appointed by the President, with concurrence from the Board. Liaisons will have a  
5 voice but no vote and cannot serve as chair. The Executive Director shall determine  
6 which committees need staff liaisons and shall assign those duties accordingly.

7 **2.03.015 Websites**

- 8 A. Committees must secure approval from the Executive Director or the ASEA  
9 Communications Coordinator to establish a website or social networking accounts  
10 using a designated form. The Executive Director shall report all requests to the  
11 ASEA Executive Board in their quarterly report.  
12 B. ASEA Anchorage Headquarters shall periodically review approved websites and  
13 social media accounts to ensure posted content is consistent with the goals and  
14 objectives of the Union.  
15 C. Website domains for ASEA committees are the intellectual property of  
16 ASEA/AFSCME Local 52. The Union will license, maintain and administer  
17 domains and respective committees will be billed annually for the domain's license.

18 **2.03.020 Election Committee**

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

- 22 A. The Election Committee shall consist of six (6) members: the committee chair and  
23 one (1) member representing each of the five (5) geographic regions (Central,  
24 Northern, Southeast, Bush, and Rural).  
25 B. Appointments to the Election Committee shall be made before the start of the  
26 election cycle, so that committee members shall be in place at least forty-five (45)  
27 days prior to the mailing of nomination forms.  
28 C. The ASEA Executive Board may utilize the Election Committee in membership  
29 balloting other than officer elections.  
30 D. Upon receiving the ASEA Executive Board notice to hold an officer election, the  
31 Election Committee shall execute all officer elections in accordance with the  
32 elections process established in the constitutions of ASEA/AFSCME Local 52 and  
33 AFSCME, and the AFSCME Elections Manual, and Policy 22.00.000 of this  
34 manual.  
35 E. The Election Committee should hold their organizational meeting no later than thirty  
36 (30) days prior to the mailing of nomination forms. The committee shall elect a  
37 secretary to keep the minutes of the committee.

38 **2.03.030 Grievance Review Committee**

- 39 A. The members of the Grievance Review Committee shall consist of experienced  
40 GGU stewards from each of the five regions. Appointments shall run concurrently  
41 with their term as an elected steward. The President shall designate the Chair of the  
42 Grievance Review Committee. Members will continue to serve as long as they  
43 remain stewards, and they meet training requirements noted in section C, below. No

- 1 members of the ASEA/AFSCME Local 52 ASEA Executive Board may serve on the  
2 Grievance Review Committee.
- 3 B. For the purpose of this Policy and Procedure, an experienced steward is defined as  
4 an ASEA member who is an elected steward and has at least two years of steward  
5 experience.
- 6 C. ASEA/AFSCME Local 52 will provide mandatory training for all committee  
7 members. New committee members must receive training prior to handling an  
8 appeal.

9 **2.03.031 Right of Appeal**

- 10 A. Each General Government Unit member is entitled to have disputes with the State  
11 promptly considered by the Union. This Grievance Review Policy is applicable to  
12 all grievances covered by Article 16 of the current Collective Bargaining Agreement  
13 or the comparable provision of any successor agreement. Appeals are not available  
14 for complaints, as defined in Article 15 of the current Collective Bargaining  
15 Agreement, or the comparable provision of any successor agreement, nor does it  
16 apply to classification reviews (Article 17) or performance evaluations and  
17 incentives (Article 18), or the comparable provisions of any successor agreement.  
18 The following actions may be appealed by the member pursuant to this Grievance  
19 Review Policy:
- 20 1. The refusal to advance a grievance at any step;
  - 21 2. Any disagreement regarding a proposed settlement; or,
  - 22 3. The decision whether to proceed to arbitration.
- 23 The jurisdiction of the Grievance Review Committee is limited to Items 1., 2., and 3.  
24 above. Other disputes, such as disagreements over hearing strategy, witnesses, and  
25 decisions falling within the discretion of the Business Agent or Executive Director,  
26 are not subject to this Grievance Review Policy.
- 27 B. All members are entitled to appeal in writing any of the above-described actions to  
28 the Union's Grievance Review Committee.
- 29 C. Upon certified receipt of the Union's notice that it will not proceed with the  
30 grievance (as defined in Paragraph 1) the member may file a written appeal. The  
31 member's appeal must be received by the Union, or postmarked within 10 calendar  
32 days of the member's receipt of the Union's notice.
- 33 D. Questions of timeliness shall be decided by a panel of the Grievance Review  
34 Committee. Circumstances beyond the member's control which delay the filing of  
35 an appeal may be considered by the panel.
- 36 E. Appeals will be processed in an expedited manner. A panel of three (3) members of  
37 the Grievance Review Committee shall meet as needed to hear and decide pending  
38 appeals.
- 39 F. All proceedings shall be confidential, unless the member filing the appeal waives  
40 confidentiality. All documents produced in support of or in opposition to any appeal  
41 shall not be distributed to anyone other than the Business Agent, the member, the  
42 Executive Director, and the members of the Committee hearing the appeal. Such  
43 documents shall become a permanent part of the Union's grievance file.

1 2.03.032 Standards of Review

2 A. A panel comprised of members of the Grievance Review Committee shall meet as  
3 needed to hear all pending appeals. The members of each Panel will be selected by  
4 the Chair, who shall designate one Panel member to serve as Panel Chair. The  
5 Executive Director (or their designee) will coordinate the hearing schedule. The  
6 Panel shall not consist of co-workers of the appealing members. Any Panel member  
7 who is biased or may appear to be biased shall withdraw.

8 B. Business leave will be authorized only for Panel members, for both preparation and  
9 hearings. GGU members who are appealing decisions to the Panel shall be  
10 responsible for their own expenses.

11 C. The Executive Director will forward all paperwork pertaining to the appeal issue to  
12 the Hearing Panel members for review and to better prepare themselves to hear the  
13 appeal. Panel members must safeguard all hearing documents from public view.

14 D. Neither ASEA/AFSCME Local 52 nor the appellant will be entitled to more than  
15 two witnesses – in addition to the appellant, Steward, Business Agent, and Executive  
16 Director – unless a request for additional witnesses is made in writing and received  
17 10 calendar days prior to the date of the hearing. Hearings may be conducted  
18 telephonically. Advance notice of the hearing shall be adequate to arrange the  
19 presence of other witnesses deemed necessary by the participants or the Panel.

20 E. At the hearing the parties may present evidence and arguments. The right of the  
21 parties to hear and cross-examine all witnesses shall be respected. The Panel Chair  
22 shall assure that each side has a reasonable opportunity to present its case. However,  
23 Panel Chair may limit the length of testimony and make reasonable rulings to  
24 expedite the proceedings, subject to review by the entire Panel.

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

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

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

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

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

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

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

- 46 (a) direct the grievance be advanced through Step IV;

- 1 (b) direct the settlement be rejected and the Union to proceed to  
2 arbitration; or  
3 (c) direct the grievance be advanced to arbitration.  
4 2. If an appeal is denied, the Panel shall affirm the decision made by the Union.  
5 K. The Panel's decision shall be final and binding on the Union and the member.  
6 However, the Panel may reconsider their decision if, and only if, new evidence  
7 becomes known after the decision has been issued that may have caused the Panel to  
8 decide the case differently. The final decision may not be appealed to the Union's  
9 ASEA Executive Board or other Union board or officer.  
10 L. The Panel's decision shall be sent in writing to the member with a copy to the  
11 Executive Director, within 10 calendar days of the Panel's decision.

12 **2.03.040 ASEA/AFSCME Local 52 Political Action Committee**

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

19 **2.03.050 Presidents' Advisory Committee**

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

27 **2.03.060 Women's Issues Committee**

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

33 **2.03.070 Bush/Rural Communities Committee**

34 The Bush/Rural Communities Committee is created for the Bush and Rural community  
35 members, to address issues and concerns of chapters both on the rural road system and not  
36 on a road system and to look into economic impacts and union opportunities. The  
37 committee will consist of up to ten (10) members from Bush or Rural chapters. The ASEA  
38 Executive Board Bush or Rural Representative will serve as a liaison between the  
39 committee and the ASEA Executive Board. The Bush/Rural Communities Committee will  
40 meet telephonically at least quarterly. They may have one face-to-face meeting annually in  
41 lieu of a telephonic meeting.

1    **2.03.080      Probation/Parole Committee**

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

8    **2.03.090      Class I Committee**

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

14   **2.03.100      Next Wave Committee**

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

19   **2.03.110      Nurses Committee**

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

26   **2.03.120      ASEA Pride Committee**

27   The ASEA Pride Committee is for ASEA members who identify with the lesbian, gay,  
28   bisexual, transgender, questioning, intersexual, asexual, plus (LGBTQIA+) community.  
29   The Committee stands for legal equity and fair treatment for all employees. The  
30   Committee's purpose is to identify opportunities and to recommend solutions for advancing  
31   these ideals. The ASEA Pride Committee will meet telephonically at least quarterly and may  
32   meet in a face-to-face setting annually in lieu of a telephonic meeting.

33   **2.03.130      D.O.T. Special Issues Committee**

34   The D.O.T Special Issues Committee is created for the ASEA members who work for the  
35   Alaska Department of Transportation department. The Committee's purpose is to identify  
36   worksite opportunities and concerns and to recommend solutions as outlined in Section  
37   2.01.000. The D.O.T. Special Issues Committee will meet telephonically at least quarterly  
38   and may meet in face-to-face setting annually in lieu of a telephonic meeting.

1    2.03.140     DPA Committee

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

7    2.03.150     Veterans Issues Committee

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

13   2.03.160     Information Technology Committee

14   This Committee is created for ASEA members who work in Information Technology (IT)  
15   for the State of Alaska and will consist of up to (10) members from various regions. The  
16   Committee’s purpose is to review the methodologies of how the State of Alaska utilizes  
17   ASEA members to accomplish IT work and address any resulting issues and inequalities.  
18   The Information Technology Committee will meet telephonically at least quarterly, and may  
19   meet in a face-to-face setting annually in lieu of a telephonic meeting.

20   2.03.170     Conservative Caucus

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

25   **2.04.000     SPECIAL ASEA EXECUTIVE BOARD COMMITTEES**

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

30   **2.05.000     COMMITTEES REQUIRED UNDER COLLECTIVE BARGAINING**  
31   **AGREEMENTS**

32   2.05.010     General Government Unit Labor - Management Committees

33   Labor-Management Committees or any committee provided for by the GGU Collective  
34   Bargaining Agreement shall be coordinated by the ASEA staff.

1    **3.00.000     AFFILIATIONS**

2    **3.01.000     AMERICAN FEDERATION OF LABOR – CONGRESS OF**  
3    **INDUSTRIAL ORGANIZATIONS (AFL-CIO)**

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

9    **3.01.001     Alaska AFL-CIO Biennial Convention Delegates**

- 10   A.    ASEA shall send a delegation to the Alaska AFL-CIO Biennial Convention. The  
11   delegation shall consist of the ASEA ASEA Executive Board President, the ASEA  
12   Executive Director, all ASEA Vice Presidents to the AFL-CIO, and the President of  
13   each ASEA Chapter. In the event a Chapter President cannot or chooses not to attend,  
14   they may appoint a member of their chapter to attend in their stead. If the above  
15   individuals do not constitute a full slate of delegates, the ASEA Executive Board may  
16   appoint the additional seats, subject to the availability of sufficient funds. Such  
17   appointments shall be made by the ASEA President, subject to approval from the ASEA  
18   Executive Board. An AFL-CIO Convention delegate must be a member in good  
19   standing of ASEA, both at the time of the election and at the time the convention  
20   convenes. A delegate who at the time of election meets the criteria, but does not meet  
21   the criteria at the time the convention convenes, will be considered to have vacated the  
22   position.
- 23   B.    The Alaska AFL-CIO Constitution establishes the number of delegates that ASEA may  
24   send to the Alaska AFL-CIO Biennial Convention, but does not set forth the manner by  
25   which the delegates are selected, with one exception, as noted in 3.01.001 (C) below.
- 26   C.    Under the Alaska AFL-CIO Constitution, the Executive Director is automatically a  
27   delegate to the Alaska AFL-CIO Biennial Convention. The Executive Director is  
28   eligible to represent ASEA by authority of Article IV of the Alaska AFL-CIO  
29   Constitution.
- 30   D.    The official delegate allocation for the Alaska AFL-CIO Biennial Convention will be  
31   updated by the Alaska AFL-CIO prior to the opening of the convention. Article XII of  
32   the Alaska AFL-CIO Constitution shall govern the number of votes each delegate shall  
33   be allocated.
- 34   E.    Only the Executive Director and delegates selected or appointed in accordance with  
35   Section 3.01.001 A may serve as delegates to the Alaska AFL-CIO Convention. The  
36   chair of the delegation shall be selected by the delegates.

37  
38   **3.01.002     Alaska AFL-CIO Vice Presidents**

- 39   A.    The Alaska AFL-CIO Constitution establishes the number of vice presidents who  
40   represent ASEA on the Alaska AFL-CIO Executive Council.
- 41   B.    The Executive Director is automatically designated a vice president from ASEA's  
42   allotment per the Alaska AFL-CIO Constitution.
- 43   C.    The delegation chair shall be selected by the ASEA delegates present at the  
44   convention.

- 1 D. The ASEA delegates shall caucus the day prior to the election of the AFL-CIO vice  
2 presidents and will take nominations and be given an opportunity to state their  
3 interest in becoming a vice president. Every effort shall be given to nominate no  
4 more than two members from a single region.
- 5 E. The Executive Director shall conduct a vote from among the delegates to determine  
6 who from the delegation shall fill the remainder of the vice president allotment; in this  
7 selection process, the top vote-getters shall be deemed elected. The chair or Executive  
8 Director shall submit the names to the Alaska AFL-CIO President for election. The term  
9 of office shall be determined under Article VII of the Alaska AFL-CIO Constitution.
- 10 F. Should a vacancy in the office of vice president occur during the period between  
11 Alaska AFL-CIO Conventions, the ASEA President shall appoint a member in good  
12 standing, subject to approval from the ASEA Executive Board, to complete the  
13 remainder of the unexpired term.

14 **3.01.003 Alaska AFL-CIO Central Labor Councils**

- 15 A. Pursuant to the Rules Governing AFL-CIO Area Labor Councils and Central Labor  
16 Councils, ASEA has a duty to join Central Labor Councils in their vicinity where such  
17 exist. If a Central Labor Council (CLC) exists within the geographic area covered by a  
18 chapter of ASEA, the Chapter President shall appoint representatives to the CLC; all  
19 appointments shall be approved by the Chapter Executive Board. CLC representatives  
20 must be members in good standing.
- 21 B. If more than one (1) chapter falls within the geographic boundaries of a CLC, then  
22 the chapter with the greatest number of members shall have first pick of designating  
23 a representative to the CLC. The next largest chapter shall pick second, and so on  
24 until all positions on the CLC have been filled. Should a chapter decline to appoint a  
25 representative, the chapter with the next largest number of members shall have the  
26 option to appoint all remaining representatives.

27 **4.00.000 ASEA EXECUTIVE BOARD PROTOCOL**

28 **4.01.000 ABSENCES**

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

38 **4.01.010 Voluntary Bumping**

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

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

1           3.       Receive an unexcused absence.

2    **4.02.000       MEETINGS**

3    4.02.010       Scheduled Meetings

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

7    B.       The regular quarterly business meetings of the ASEA Executive Board shall have a  
8           telephone access number through which any member who would otherwise be  
9           eligible to attend in person, may call in to attend remotely, for all or part of any  
10          meeting. Such call-in numbers shall be disseminated to the membership in the  
11          agenda for each meeting. Remote attendance at the meeting shall not entitle the  
12          member to speak during the meeting, except during a designated comment period.

13   C.       Subject to the provisions of Policy 15.02.000.A.(7) and (8), the Executive Director  
14          shall offer Business Leave for a Chapter President or their designee to attend the  
15          ASEA Executive Board meeting when held in Chapter's area.

16   4.02.015       Unscheduled Meetings

17   A.       Request of a Majority. In accordance with Article 8.01 of the ASEA/AFSCME  
18          Local 52 Constitution, the President or a majority of the ASEA Executive Board  
19          may call a meeting in addition to the regularly scheduled quarterly meetings. If the  
20          President, or in their absence the Secretary, fails to respond within a 24 hour period  
21          to the requests of a majority of the ASEA Executive Board to set up a meeting, then  
22          the Executive Director shall be notified by a majority of the Executive Board to  
23          request a meeting. The Executive Director shall then set up the meeting immediately  
24          and notify the chapter presidents of the date, time and purpose of the meeting. If the  
25          President, Secretary, or Treasurer are absent, the remaining board members shall  
26          select a chair by a vote of the majority.

27   B.       Teleconferences. The ASEA Executive Board interprets our constitution in regards  
28          to meetings by teleconference as follows: (1) Insofar as there is no express  
29          prohibition in our written current constitution; and, (2) insofar as past practice,  
30          ASEA/AFSCME Local 52's operations since its inception have allowed and used  
31          telephonic meetings to conduct business, teleconferences will be officially  
32          considered as appropriate alternate means to conduct board meetings when  
33          necessary.

34   4.02.020       Agenda

35   A.       At least two weeks prior to the development of the agenda, the ASEA Executive  
36          Board Secretary, in coordination with the Union Staff shall notify all ASEA  
37          Executive Board members that agenda items are being solicited.

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

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

- 1 C. The audio recordings of regular quarterly and special business meetings of the  
2 ASEA Executive Board shall be available to all members-in-good standing within 10  
3 working days of the meeting through a secure online sign-in procedure.  
4 A password will be provided to the member upon approval of the information  
5 request process.
- 6 D. In the event of special board meetings, with the exception of notice to address a  
7 Special Rule of Order (see Policy 98.00.000), the board members will be notified of  
8 the agenda by phone 24 hours in advance of the meeting. Where practical, chapter  
9 presidents will also be notified.

10 **4.02.030 Meeting Packets**

11 A digital copy of the ASEA Executive Board binder shall be provided to each member of  
12 the Board no less than ten (10) days prior to each quarterly business meeting, with the  
13 exception that financial documents shall be provided no less than five (5) days prior. A copy  
14 of the policies and procedures manual shall be provided to each board member.

15 **4.03.000 RULES OF ASEA EXECUTIVE BOARD MEETINGS**

- 16 A. The President may appoint a timekeeper before each meeting.
- 17 B. Limitations on Speaking on an Issue.
- 18 1. The President may limit board members to speaking two (2) times on any  
19 issue, two (2) minutes the first time and one (1) minute the second time, for a  
20 total of three minutes. No one may speak for the second time until all those  
21 seeking recognition have had an opportunity to speak.
- 22 2. Disruptive and disrespectful behavior may be censored by forfeiture of the  
23 offending board member's remaining debate time on the issue under  
24 immediate discussion.
- 25 3. Board Member comments shall be limited to ten minutes, except at the  
26 discretion of the Board.
- 27 C. Proxies will not be allowed.
- 28 D. A motion is not subject to debate until it has been made, seconded, and submitted in  
29 writing to the Secretary on a motion form. If requested the Secretary shall read the  
30 motion in its entirety.
- 31 E. An appeal of the decision of the President may not be entertained unless it has a  
32 support of one-third (1/3) of the voting board members present.
- 33 F. Reports may be oral or written.
- 34 G. A report, other than those of the President and Executive Director, shall not exceed  
35 30 minutes, unless the time limit is waived by the Board.
- 36 H. Should two or more board members raise their hand to speak at the same time; the  
37 President will decide which member shall speak first. This decision is not subject to  
38 debate.
- 39 I. No board member shall interrupt another's remarks except to rise to a point of order  
40 or a question of privilege.
- 41 J. All signatories shall be established by the ASEA Executive Board.
- 42 K. If not voted upon, written minutes of the ASEA Executive Board will be considered  
43 approved without objection at the end of the quarterly business session in which they  
44 were presented.

- 1 L. All discussions during an executive session are confidential and must not be  
2 discussed with any person other than a fellow board member who would have been  
3 eligible to be in attendance during that executive session.
- 4 M. Reasons for Executive Session shall be in accordance with Article 8.02 of the ASEA  
5 Constitution. Additionally, discussions shall be confidential; however, the member  
6 to be discussed should be notified of the pending Executive Session and be allowed  
7 to be present during the Executive Session. The member may waive the right to  
8 confidentiality of Executive Session and allow the discussion to become a matter of  
9 record.

10 **4.04.000 PARLIAMENTARY PROCEDURES**

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

15 **4.05.000 RECORDKEEPING**

16 **4.05.010 Minutes**

- 17 A. Within the timelines set out in Article 8.05 of the ASEA/AFSCME Local 52  
18 Constitution, a board-approved draft version of any board meeting minutes will be  
19 sent to all chapter presidents and all board members.
- 20 B. Written Committee Reports shall be attached to the minutes of the meeting in which  
21 they were presented, to become part of the official record of the meeting.
- 22 C. The minutes of ASEA/AFSCME Local 52 may include the following:  
23 1. Roll (those members present, absent, and/or guests)  
24 2. Reports, and Presentations with exhibits upon request  
25 3. All motions, inclusive of their amendments  
26 4. Voting record of each motion.  
27 5. Financial statements.  
28 6. Summary of discussions.
- 29 D. Upon discovery and reporting, the Minutes of ASEA quarterly business sessions  
30 shall be corrected and duly noted in accordance with Roberts Rules of Order §48.15

31 **4.05.020 Polling**

- 32 A. The use of polls is limited to emergency and/or time-sensitive matters requiring  
33 executive board action between scheduled meetings. Whenever possible  
34 teleconferences should be considered in lieu of e-mail polls of the executive board.
- 35 B. Upon making a diligent attempt to contact all Board members, and as part of the  
36 issuance of any email poll of the Executive Board, members will be advised to vote  
37 by a time certain, with a response to both the President and Secretary. Any votes or  
38 abstentions not submitted to both of those officers will not be recorded. The  
39 Secretary shall report the voting results on an issue to the Board within two (2)  
40 working days of such poll.
- 41 C. Polls shall be accepted with any minutes at the next quarterly meeting of the ASEA  
42 Executive Board and, after these voting results have been published and action has

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

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

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

11 B.    Within 30 days following the first quarterly Executive Board meeting after the close  
12       of the Biennial Convention, the ASEA Executive Board shall update all ASEA  
13       members on the progress of implementation of the Resolutions passed during the  
14       Convention. Such updates shall be sent on email. For any ASEA member who does  
15       not have email access, such updates shall be mailed to the address on file. Such  
16       updates shall also be posted to the ASEA website.

17 C.    Following each quarterly Executive Board meeting, the ASEA Executive Board  
18       shall update all ASEA members on the progress of the implementation of the  
19       Resolutions passed during the Convention. Such updates shall be sent on email. For  
20       any ASEA member who does not have email access, such updates shall be mailed to  
21       the address on file. Such updates shall also be posted on the ASEA website.

22 D.    Whenever a resolution has a final outcome, the ASEA Executive Board shall update  
23       all ASEA members on the final outcome and justification for the outcome, of the  
24       resolution. Such updates shall be sent on email. For any ASEA member who does  
25       not have email access, such updates shall be mailed to the address on file. Such  
26       updates shall also be posted to the ASEA website.

27   **4.05.040       ASEA Executive Board Correspondence**

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

36       1.    Provide to the Secretary a copy of all letters, e-mail, or facsimile purporting  
37           to be official Executive Board business within 10 days of the date of  
38           issuance.

39       2.    Provide to the Secretary a copy of any communication received in response  
40           to items in paragraph A within 10 days of the receipt of such response.

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

- 1 B. At each quarterly ASEA Executive Board meeting, the Board will ascertain whether  
2 or not any member comments received prior to or during the meeting require a  
3 response from the Board. If so, the Board shall assign the appropriate person (s) to  
4 work with the Secretary to provide a written response within 45 days after the  
5 conclusion of the Quarterly Business Session in which the comment is made.

6 **4.06.000 LEGAL REPRESENTATION**

7 **4.06.010 Attorney-Client Confidentiality**

- 8 A. The official union records, of any and all dialogue in consultation with any legal  
9 counsel, shall be expunged. All consultation with legal counsel shall be considered  
10 in executive session, for purpose of attorney-client confidentiality.  
11 B. All ASEA Executive Board members may not retain any written attorney-client  
12 notes, reports, and documents that have been provided to or prepared by them in  
13 executive session. All such materials must be returned immediately to the Executive  
14 Director upon close of the executive session for disposal.

15 **4.06.020 Legal Contact**

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

18 **4.07.000 ETHICS**

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

24 **4.08.000 VACANCIES**

25 **4.08.010 Election Process**

- 26 A. Vacancies on the ASEA Executive Board may be filled on a temporary basis in  
27 accordance with ASEA Constitution Article 7.07.  
28 B. When a board position becomes vacant, the President shall give notice to the board of  
29 the intent to fill the vacant position. Upon notice, the Executive Director shall notify  
30 the constituent members represented by the vacant position that any eligible members  
31 in good standing may submit their name for consideration by the date given. The  
32 notice process shall not be less than fifteen (15) days prior to the election, and shall be  
33 the nomination period.  
34 C. If there are no nominees at the close of the nomination period, the Executive Board  
35 may re-open nominations of candidates from the remainder of the board for a period of  
36 not less than 5 working days. Members so nominated for office must meet eligibility  
37 requirements for that office.  
38 D. If only one (1) member is nominated for the vacant position, then that member shall be  
39 declared elected to that position. If more than one (1) member is nominated to fill the  
40 vacancy, then the board shall proceed to conduct an election by secret ballot.

- 1 E. Ballot election. If a quorum of the board is present at the meeting, each board member  
2 shall write their choice of candidate on a piece of paper and deposit it into a box (or  
3 other suitable container) under the control of the Executive Director. At the request of  
4 a majority of the board, the election may be conducted by electronic balloting. In the  
5 case of electronic balloting, the Executive Director shall notify the Chair of the  
6 Elections Committee that an election for the vacancy will be taking place by a date  
7 certain. Board members shall cast their vote through the electronic balloting platform.  
8 The Election Chair will report the results to the President and the Secretary of the  
9 Board. The Secretary shall announce the vote tally to the Board and declare the  
10 winner. The Election Chair shall forward hard copies of all election materials and  
11 reports, to the Executive Director, who shall retain the election information in the  
12 Union office for a period of one (1) year.

13 **5.00.000 TRAVEL AND EXPENSES**

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

23 **5.01.000 RESERVATIONS**

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

33 **5.02.000 EXPENDITURES FOR UNION BUSINESS**

34 **5.02.010 Expense Report Form**

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

38 **5.02.020 Reimbursement of Expense**

- 39 A. All expense reimbursement requests must be accompanied by receipts for the  
40 expenditure. If reimbursement is asked for without a receipt, a written explanation

- 1 should be provided. If the request is for reimbursement of a meal, the expense form  
2 should contain the names of the individuals present, the purpose and the date.
- 3 B. Each individual must submit to the Executive Director requests for reimbursement  
4 within sixty (60) days of completion of the authorized union activity. Any expense  
5 not approved by the Executive Director, may be appealed to the Board. Any  
6 expense report that exceeds \$500.00 (five hundred and no/100 dollars) and is over  
7 sixty (60) days past the date of completion of the authorized union activity must be  
8 approved by the Executive Board.

9 **5.02.021 Hotel Upgrades**

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

15 **5.02.022 Alcoholic Beverages or Marijuana**

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

17 **5.02.023 Transportation/Mileage**

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

39 **5.02.024 Airfare**

40 Any individual who is traveling on the business of the Union, and who, then, continues to a  
41 different location for personal reasons, shall only be reimbursed by the Union for the normal

1 cost of the airfare and expenses to and from the destination for which the business was  
2 conducted.

3 **5.02.025 Reservation Changes**

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

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

10 **5.02.026 Meal Allowance**

11 A. When the Union provides lodging for a member traveling in or out of State on Union  
12 business and when a member is on travel status for at least three (3) hours, the member  
13 is entitled to a meal allowance, as follows: midnight – 10:00 a.m., breakfast \$16.00;  
14 10:00 a.m. – 3:00 p.m., lunch \$21.00; 3:00 p.m. – midnight, dinner \$37.00.

15 B. At the discretion of the Executive Director, and in compliance with the IRS code, an in-  
16 town taxable allowance of up to twenty-one dollars (\$21.00) may be paid to any  
17 member on Union business for a minimum of four (4) hours within the geographic area  
18 where the member lives. If the four (4) hours of Union business extends beyond 6:30  
19 p.m., the member may receive an additional meal allowance up to the limits listed in  
20 Section 5.02.026.A.

21 C. Upon request by the member, a one-time advance of up to one hundred fifty dollars  
22 (\$150.00) shall be made available to all members serving in statewide elected  
23 positions, for attendance at approved training seminars, meetings, conferences, and  
24 conventions, and such advance must be returned at the end of their service. Meal  
25 allowance checks will be sent out after events, upon receipt of the voucher indicating  
26 attendance.

27 D. Except in cases where the member has special dietary needs, the Union will not pay  
28 a meal allowance to a member in instances where meals are provided by the union or  
29 the hotel. To qualify for an exception under this section, the member must attempt to  
30 pre-arrange a substitute meal by contacting the Executive Director or designee at  
31 least 10 days prior to the event at which the meal will be provided. If an appropriate  
32 substitute meal cannot be arranged or is not provided, the member may make a  
33 reimbursement claim for that meal. This exception must be noted on the expense  
34 report.

35 **6.00.000 [RESERVED]**

36 **7.00.000 THIRD-PARTY ORGANIZATIONS**

37 This policy is intended to protect membership from third-party organizations that solicit  
38 membership resignations through fraud, misrepresentation, and false promises. This policy  
39 ensures that any membership resignations received by the Union are the result of an  
40 informed, uncoerced decision of the individual member. This policy is supplemental to  
41 existing staff policy and protocol for processing membership resignations. ASEA will not  
42 accept mail—whether delivered by USPS or by commercial carriers—from third-party

1 organizations soliciting membership resignations through fraud, misleading representations,  
2 or false promises.

3 **8.00.000 SEXUAL HARASSMENT**

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

6 **9.00.000 STEWARDS**

7 The following procedures apply to all chapters.

8 **9.01.000 GOALS**

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

16 **9.02.000 DUTIES AND RESPONSIBILITIES OF STEWARDS**

- 17 A. The duties and responsibilities of stewards shall be as prescribed in the most current  
18 ASEA/AFSCME Local 52’s and AFSCME International’s Stewards Handbook.  
19 B. Stewards must sign and comply with the Expectations of a Steward as prescribed on  
20 the Steward Nomination application form, which is incorporated herein by reference.  
21 C. Stewards with two or more years of steward experience may serve on the Grievance  
22 Review Committee in accordance with 2.03.030.

23 **9.03.000 TRAINING OF STEWARDS**

- 24 A. All stewards will receive ASEA/AFSCME Local 52 or AFSCME steward training. It  
25 is the responsibility of ASEA/AFSCME Local 52 staff to provide mandatory statewide  
26 basic and advanced steward training at least every six (6) months.  
27 B. The steward must take the mandatory basic training within six (6) months after being  
28 appointed in accordance with 9.05.000. Every effort shall be made to notify the  
29 stewards of the basic training opportunity at least forty-five (45) days in advance.  
30 Only the Executive Director may excuse an absence. Two (2) consecutive  
31 unexcused absences from either a basic or advanced training opportunity following  
32 appointment shall result in a written complaint referral being made for action under  
33 Section 9.07.000.  
34 C. Following basic training, the steward shall complete at least four (4) hours of  
35 advanced steward training annually. Every effort shall be made to notify the  
36 stewards of the advanced training opportunity at least forty-five (45) days in  
37 advance. steward training opportunities at least forty-five (45) days in advance.  
38 Failure to complete annual advanced training for two (2) unexcused consecutive  
39 training opportunities when offered by the Union shall result in the matter being  
40 escalated to the Chief Steward Review panel for action in accordance with ASEA  
41 Local 52 Policies and Procedures Section 9.07.020.

- 1 D. Chapter Chief Stewards shall provide training on an interim basis. The ASEA staff  
2 will provide a training module for this purpose. Interim training does not substitute  
3 for mandatory basic and advanced statewide training.
- 4 E. When possible experienced and trained stewards should mentor less experienced  
5 stewards to provide continuity of service to members and aid in the training of  
6 stewards.
- 7 F. Stewards eligible to serve on the Grievance Review Committee shall complete  
8 mandatory training in accordance with section 2.03.030.

9 **9.04.000 GUIDELINES FOR STEWARDS (Procedures)**

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

30 **9.05.000 SELECTION AND DISTRIBUTION OF STEWARDS**

- 31 A. The general policy of the Union is that there should be at least one (1) GGU steward  
32 per thirty (30) GGU members. Chapters with less than thirty (30) members shall  
33 have a steward. The municipal chapters shall have the number of stewards allowed  
34 in their Collective Bargaining Agreement (CBA).
- 35 B. To be eligible to become a steward, a member must be a permanent status employee  
36 in good standing with ASEA/AFSCME Local 52 for at least one (1) year. On-call or  
37 non-permanent employees are not eligible to become a steward.
- 38 C. The chief steward may recommend members for appointment.
- 39 D. Each chapter's executive board is responsible for appointing stewards. In the  
40 absence of a chapter executive board, the Chief Steward may appoint stewards.  
41 Upon appointment, the President or Chief Steward shall sign and submit the  
42 nomination form to ASEA Headquarters. In the absence of an active chapter and  
43 chief steward, the ASEA Executive Director shall approve appointments.

- 1 E. The steward's term of office shall expire three months after the expiration of the 3-  
2 year Collective Bargaining Agreement. In the event a steward does not complete the  
3 term, the chapter chief steward may appoint a steward in accordance with  
4 9.05.000.D.3.
- 5 F. Upon expiration of the three-year Collective Bargaining Agreement, all current  
6 stewards may be reappointed to a new term by reaffirming their commitment  
7 through signing the Expectations of a Steward, subject to approval by the chapter  
8 executive board.
- 9 G. The Executive Director will provide a current list of GGU stewards to the State  
10 Department of Administration and a current list of municipal stewards to the  
11 appropriate municipality.

12 **9.06.000 STATEWIDE STEWARD STRUCTURE**

13 **9.06.010 Chapter Steward Committee**

- 14 A. Each chapter shall have a steward committee.
- 15 B. Stewards in a chapter shall make up the Chapter Steward Committee.
- 16 C. The Chapter Steward Committee shall have a Chief Steward elected by the stewards  
17 from the Chapter Steward Committee.
- 18 D. All chapter stewards work under the general direction of the chapter chief steward  
19 and the ASEA/AFSCME Local 52 staff.
- 20 E. The Chief Steward's term of office shall run concurrently with their term as an  
21 elected steward.
- 22 F. In the event a chapter has only one steward that steward shall be the Chief Steward.

23 **9.06.020 Statewide Chief Stewards Committee**

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

36 **9.06.030 Member Action Team**

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

1 **9.07.000 DISCIPLINE AND REMOVAL OF STEWARDS**

2 9.07.010 Steward Review Panel

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

9 9.07.020 Procedures

10 A. Complaints against a steward.

- 11 1. The Chairperson of the Statewide Stewards Review Panel will select two (2) or  
12 more panel members to investigate written complaints received. The Panel  
13 shall request a written response to the complaint by the steward involved.  
14 2. Steward Review Panel members will not investigate complaints or vote on  
15 issues involving their own work units, divisions, or departments within the  
16 region of their designated seat.  
17 3. Upon completion of the investigation, the Panel will make a written decision  
18 whether to charge the steward or dismiss the complaint. A decision will be  
19 based on the merit(s) of the complaint(s) and will require the concurrence of at  
20 least two (2) panel members.  
21 4. The Panel will submit all charges and recommendations to the Statewide Chief  
22 Stewards Committee and Executive Director in writing, with a copy sent to the  
23 charged steward. Charges need to provide specific reference to names, dates,  
24 places, and the grounds for complaint. The Chief Stewards Committee shall  
25 conduct a hearing to consider the action to be taken. A quorum of seven (7) is  
26 required to conduct the hearing and take action. The steward shall have full due  
27 process rights. A steward who is charged shall have the right to a hearing  
28 before the ASEA/AFSCME Local 52 Judicial Panel.  
29 B. In the event a complaint is brought against a chief steward, it is to be submitted to the  
30 ASEA/AFSCME Local 52 Judicial Panel.  
31 C. A steward **may** only be dismissed as a steward for a violation of **Article X** of the  
32 AFSCME Constitution, or for the failure to perform the expectations, duties and  
33 responsibilities as a steward under section 9.02.000.

34 **10.00.000 [RESERVED]**

35 **11.00.000 SEGREGATED ACCOUNTS**

36 **11.01.000 SETTLEMENT ACCOUNTS**

37 No segregated accounts shall be established without the authority of the ASEA Executive  
38 Board.

1 **11.02.000 BARGAINING & STRIKE RESERVE ACCOUNT**

2 11.02.010 Use of Assets

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

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

19 11.02.020 Investment Management

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

28 11.02.030 Investment Policy

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

35 **11.03.000 CHARITABLE GAMING**

- 36 A. ASEA may conduct charitable gaming upon obtaining a Charitable Gaming Permit  
37 from the Alaska Department of Revenue (DOR) under AS 05.15 and 15 AAC 160.
- 38 B. A segregated banking account shall be established and maintained solely for gaming  
39 revenues and expenses. This account shall be separate from all other union funds and  
40 shall not be commingled.

- 1 C. The Executive Board shall appoint a Primary and Alternate Member-in-Charge  
2 (MIC), and the ASEA Accountant shall be designated as the Gaming Manager. All  
3 appointees must have passed the DOR gaming test and meet all statutory and  
4 regulatory qualifications and requirements.  
5 The MIC is responsible for lawful conduct of all games, locations, game types, and  
6 vendor/distributor compliance. Only game types authorized by Alaska law may be  
7 conducted.
- 8 D. The Gaming Manager shall maintain separate gaming accounts/books, retain all  
9 required source documents, and file DOR reports timely.
- 10 E. Net proceeds shall be used solely for purposes allowed by Alaska law.
- 11 F. Upon dissolution, any remaining net proceeds from gaming activity under AS 05.15  
12 will be distributed to one or more existing permittees, other than a multiple-  
13 beneficiary permittee, in accordance with 15 AAC 160.020(a)(5).

14 **12.00.000 ASSET MANAGEMENT**

15 **12.01.000 SALE OR DISPOSAL OF DEPRECIATED ASSETS**

16 The ASEA/AFSCME Local 52 Executive Board Treasurer and Executive Director shall  
17 periodically review the union's capital assets to determine whether any items are obsolete,  
18 no longer serviceable, or no longer necessary to ASEA operations. This applies to all  
19 physical assets purchased by ASEA that are classified as capital assets and subject to  
20 depreciation. This includes, but is not limited to, office furniture, fixtures, equipment, and  
21 technology. All asset disposals shall be recorded in writing and maintained as part of  
22 ASEA's financial records.

23 **12.01.010 Authorization and Methods of Disposal**

- 24 A. The sale, donation, or disposal of any capital asset with an original purchase cost of  
25 \$1,000 or more shall require prior approval of the ASEA Executive Board.
- 26 B. Capital assets with an original purchase cost of less than \$1,000 may be disposed of  
27 with approval by the Treasurer and notice provided to the Executive Board.
- 28 C. Depreciated or obsolete assets may be disposed of in one of the following ways:
- 29 a. Sale – Offered for sale to ASEA staff, members, or the public at fair market  
30 value.
- 31 b. Donation – Donated to a nonprofit, charitable, or public entity if such action  
32 is in the best interest of ASEA.
- 33 c. Recycling or Destruction – If the asset holds no residual value, it may be  
34 recycled or destroyed using environmentally responsible means.

35 **13.00.000 UNION ACTIVITIES**

36 **13.01.000 MEMBERSHIP PARTICIPATION**

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

1 **13.02.000 DISABILITY ACCOMMODATION**

2 Members who require accommodation for a disability must notify ASEA/AFSCME Local  
3 52 Headquarters of their needs at least one (1) week prior to an activity of the Union or  
4 meeting of the ASEA Executive Board.

5 **14.00.000 DUES/FEES**

6 **14.01.000 AFSCME COST OF LIVING ALLOWANCE INCREASES**

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

16 **15.00.000 BUSINESS LEAVE**

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

20 **15.01.000 REPORTING**

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

27 **15.02.000 GENERAL USE**

- 28 A. Circumstances for which Business Leave shall be approved shall include but not be  
29 limited to:  
30 1. Serving on official committees of the Union.  
31 2. Participating as a grievant or serving as a witness in ASEA/AFSCME Local  
32 52 arbitrations.  
33 3. Serving as a member and/or alternate of the ASEA/AFSCME Local 52  
34 Judicial Panel. No petitioner, respondent or witness of a Judicial Panel  
35 hearing shall be eligible for business leave.  
36 4. Serving as an elected official on the ASEA/AFSCME Local 52 Executive  
37 Board.  
38 5. Serving as a delegate to the ASEA/AFSCME Local 52 or AFSCME biennial  
39 conventions.  
40 6. Serving as a trustee on a trust established by ASEA/AFSCME Local 52.

1 Eligibility for Business Leave for Health Trustees and Legal Trustees shall  
2 be pre-approved by the Executive Director with specific information  
3 provided on justification for need and purpose. Such business leave to be for  
4 ministerial duties and member claims appeals.

5 7. Business Leave for Chapter Use, see Policy 1.03.000.K.

6 8. Performing other official union business when pre-approved by the  
7 Executive Director.

8 **16.00.000 CORPORATE CHARGE CARDS**

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

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

12 **17.00.000 INFORMATION REQUESTS**

13 A. An Information Request Form must be completed by any member requesting written  
14 information from the Union.

15 B. An Information Request Form will indicate the purpose for which the information  
16 will be used.

17 C. Upon receipt of an Information Request Form the Executive Director will  
18 acknowledge to the requestor within ten (10) days the receipt of the information  
19 request and the latest date by which the information request will be completed.  
20 Requests routinely will be completed within fifteen (15) days unless circumstances  
21 require an extended period of time. Completed requests shall either be approved and  
22 the requested information provided, or shall be denied in writing, with citation to the  
23 appropriate governing document where applicable.

24 D. Chapter requests will be given a higher priority for information requests, if the  
25 information requested is time-sensitive and/or is required for Chapter elections.

26 E. Information requested by a ASEA Executive Board member during a Quarterly  
27 Business Session shall be provided during the meeting at which it is requested.  
28 Information requested outside the Quarterly Business Meeting shall be provided as  
29 soon as possible, but no later than 10 days from the date of request.

30 **17.00.010 ASEA/AFSCME Local 52 Logo/Letterhead**

31 A. Any ASEA Executive Board Member wanting business cards may be allowed to get  
32 up to 500 business cards.

33 B. The logo is not for general use by any member of the Union.

34 C. The Local 52 Logo and Letterhead may not be used on any newsletter, publication, or  
35 communication without submission of the Information Request Form and approval of  
36 the Executive Director.

37 D. Chapters wishing to incorporate the Union's logo into their letterhead stationery must  
38 submit a sample of the letterhead design for pre-approval by the Executive Director.

39 E. Use of the Union's logo by chapters on promotional items must be pre-approved by  
40 the Executive Director or the ASEA Communications Coordinator.

1 **17.01.000 MEMBERSHIP INFORMATION**

2 17.01.010 Mailing Labels/Data

3 A. Upon receipt of the information request from a chapter officer (Chapter President,  
4 Secretary or Chief Steward) the Union shall provide to a mailing house the  
5 electronic membership lists for newsletters, meeting announcements, and other  
6 chapter purposes as determined by the chapter that are consistent with the objectives  
7 and principles of ASEA/AFSCME Local 52. The request shall include a sample of  
8 what will be distributed and indicate the purpose for which the information will be  
9 used and certify to confine the use of the information to such purpose. A mailing  
10 house will provide a confidentiality statement to the Union.

11 B. For all ASEA/AFSCME Local 52 election issues, please refer to Policy 22.00.000.

12 17.01.020 Roster of Chapter Members

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

19 17.01.030 Requests for Financial Information

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

26 **18.00.000 FINANCIAL**

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

29 18.00.010 Disbursement of Funds

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

33 B. The Executive Director shall have the authority to use electronic signatures in the  
34 payroll and payables check writing process, insofar as either process involving check  
35 creation meets all AFSCME Financial Standards Codes and FASB Codes.

36 Any utilization of the electronic signatures shall be under a secure environment with  
37 ASEA/AFSCME Local 52 Headquarters.

38 C. The Executive Director shall approve all vouchers and payroll time sheets before  
39 creation of any checks and advise slips for review by the authorized Executive Board

- 1 members. A Check Detail Report (Account Payable or Payroll) shall be prepared by  
2 the appropriate accounting staff.
- 3 D. Upon completion of the Check Detail Report, the preparer shall initial and verify the  
4 accuracy of the Check Detail Report.
- 5 E. The Check Detail Report will then be forwarded to the Treasurer (or their board-  
6 approved designee); it shall then be presented to the President (or their board-  
7 approved designee) for approval.
- 8 1. Review by the Treasurer (or their board-approved designee). The Treasurer  
9 (or their board-approved designee) shall review the Check Detail Report and,  
10 within 48 hours from receipt, shall notify the Executive Director (or their  
11 designees) in person, or via a faxed copy of the Check Detail Report bearing  
12 their signed approval, their approval to disburse the payables and/or payroll  
13 expenditures. The Treasurer's copy of the Check Detail Report bearing their  
14 original signature (or that of their board-approved designee) shall then be  
15 forwarded to the appropriate accounting staff at ASEA/AFSCME Local 52  
16 Headquarters.
- 17 2. Review by the President (or their board-approved designee).
- 18 (a) Upon receipt of the Treasurer's (or their board-approved designee)  
19 signed approval to disburse, the President (or their board-approved  
20 designee) shall be provided with the Check Detail Report signed by  
21 the Treasurer (or their board-approved designee).
- 22 (b) The President (or their board-approved designee) shall review the  
23 Check Detail Report and, within 24 hours from receipt, shall notify  
24 the Executive Director (or their designees) in person, or via a faxed  
25 copy of the Check Detail Report bearing their signed approval, their  
26 approval to disburse the payables and/or payroll expenditures. The  
27 President's copy of the Check Detail Report bearing their original  
28 signature (or that of their board-approved designee) shall then be  
29 forwarded to the appropriate Accounting Department at  
30 ASEA/AFSCME Local 52 Headquarters.
- 31 3. ACH, EFT and Wire Transfers shall follow the procedure outlined in E.1 and 2.
- 32 F. If upon review corrections need to be made to the payables and/or payroll, the  
33 Executive Director (or their designees) shall be notified immediately by the officer  
34 and the corrections, if appropriate, will be made by the appropriate accounting staff.
- 35 G. Upon the President's (or their board-approved designee's) review and approval to  
36 disburse the payables and/or payroll items from the check detail report, electronic  
37 signatures shall be affixed to the corresponding checks by the appropriate staff.
- 38 H. All payroll and payables files shall be available for review at ASEA Headquarters  
39 for the ASEA Executive Board members authorized in 18.00.010.A.

#### 40 18.00.020 Staff Authorizations

41 The Board authorizes the Executive Director (or designee) to initiate wire transfers, EFTs,  
42 ACHs and checks after approval of the authorized Board members and to obtain account  
43 balances.

1 **18.00.030 Expenditure Authorization**

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

4 **18.00.010 Gift Cards**

5 A. Gift cards may be purchased for approved purposes, including volunteer recognition  
6 and participant incentives. All gift card purchases must be authorized in advance.  
7 The standard maximum value per card is fifty dollars (\$50). If a card over \$50 is  
8 needed, that higher amount must be specifically approved as part of the initial  
9 authorization.

10 B. Gift cards must be purchased from reputable vendors and recorded in a tracking log  
11 that includes the following details for each card: Vendor, date of purchase, amount,  
12 last four digits of card number, recipient's name and date of distribution

13 C. Recipients are required to sign a receipt form when receiving a gift card for over  
14 twenty-five dollars (\$25). The receipt must include the card's amount, last four digits  
15 of the card number, and the date received.

16 **18.02.000 PERSONNEL**

17 **18.02.010 Staff Policy Manual**

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

20 **18.02.020 Staff Vacancies**

21 A. The Executive Director shall be responsible for hiring staff. Vacancies shall be  
22 filled in accordance with terms of the Staff Collective Bargaining Agreement, Staff  
23 Policies and ASEA/AFSCME Local 52 Policies and Procedures.

24 B. If time permits, staff vacancies shall be advertised for a period of up to thirty (30)  
25 days. In an emergency situation, the Executive Director may fill a vacancy within a  
26 shorter period of not less than ten (10) working days' notice. All vacancy notices  
27 shall be sent to chapter presidents, posted to the Union website, placed with the State  
28 of Alaska Department of Labor Job Service, posted in all ASEA/AFSCME Local 52  
29 offices and posted in any current Union publication at least ten (10) working days  
30 prior to the vacancies being filled.

31 C. The Executive Director will see that the membership is notified in a timely manner  
32 of hiring of any new staff.

33 D. The Executive Director shall report all hires at the next regularly scheduled quarterly  
34 business session after hire and shall provide documentation that recruiting notice  
35 timelines and all qualifications are met.

36 **18.02.030 Staff Termination**

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

1 **19.00.000 AUDIO AND VIDEO TELECONFERENCES**

- 2 A. No meal allowance or other expenses, except business leave when required, shall be  
3 paid for any teleconferences, unless authorized by the Executive Director.  
4 B. For scheduling purposes, the Administrative Specialist shall be notified, whenever  
5 possible, of at least 24 hours before a teleconference is desired.  
6 C. All audio and/or video teleconferences (virtual meeting) will be conducted in  
7 accordance with AFSCME Constitution, Appendix E, Policy for Conducting Audio  
8 and/or video teleconference meetings of a Subordinate Body.

9 **20.00.000 RATIFICATION**

10 **20.01.000 DUES RATIFICATION**

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

24 **20.02.000 RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT**

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

- 1 I. Issues not addressed by this policy, or exceptions to this policy, shall be subject to  
2 the approval of the ASEA Executive Board prior to implementation.

3 **20.03.000 STRIKE AUTHORIZATION VOTING POLICY**

4 A. Ballots will be handled as follows:

- 5 1. To be counted, all ballots must be returned by mail and date stamped by the  
6 ballot counting contractor with required information on the outer envelope by  
7 12:00 noon of the election date.  
8 2. Improperly marked ballots will not be counted.  
9 3. In the event, more than one ballot is cast, only the last received ballot will be  
10 counted.  
11 4. If the ballot includes more than one question, each question will be tallied  
12 separately and all votes will be counted.  
13 5. The following instructions will be included with each ballot:  
14 (a) Mark your ballot and then place it in the envelope labeled  
15 "OFFICIAL BALLOT."  
16 (b) Place the Official Ballot envelope (with your ballot enclosed) into the  
17 postage paid, business reply envelope pre-addressed to [the ballot  
18 counting contractor].  
19 (c) Seal the "BALLOT" envelope and place it in the postage paid,  
20 pre-addressed business reply envelope.  
21 (d) All ballots **MUST BE RETURNED BY U.S. MAIL** and they will  
22 only be counted if received by 12:00 noon on or before [election  
23 date].  
24 (e) Ballots will be opened and counted no earlier than at 12:00 noon on  
25 [election date].  
26 (f) Improperly marked ballots will not be counted.  
27 (g) If more than one ballot is received from a member, only the most  
28 recent ballot will be counted.

29 B. The ballots will be mailed to:

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

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

- 34 1. Ballot  
35 2. Contract Negotiating Committee Statement  
36 3. Executive Board Statement  
37 4. Ballot Instructions  
38 5. Official Ballot Envelope  
39 6. Postage paid, Pre-addressed Business Reply Envelope  
40 7. Outgoing Envelope

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

- 1 E. Appointed members of the ASEA Executive Board to an ad hoc ballot committee  
2 shall resolve all balloting issues. Decisions may be appealed to the ASEA Executive  
3 Board. The ASEA 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, to  
7 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 ballots  
22 will be counted, run-off elections and ballot counting.  
23 (c) instructions on how to complete and submit the nominating petition  
24 and candidate statement.  
25 (d) a nominating petition.  
26 3. Prior to distribution, ASEA/AFSCME Local 52 support staff shall present a  
27 draft Notice of Nominations to the Election Committee Chair for approval by  
28 the committee.  
29 B. Nominating Petitions and Candidate Statements.  
30 1. A standardized nominating petition and candidate statement form will be  
31 provided with the Notice of Nomination and shall also be available from the  
32 Union Field Offices in Fairbanks and Juneau, as well as Union Headquarters  
33 in Anchorage, and 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 information  
36 as the standardized nominating petition.  
37 3. Nominating petitions and candidate statements may be emailed, mailed,  
38 faxed to Union Headquarters, or hand-delivered to Union Headquarters or  
39 any Union Field Office. A nominating petition or candidate statement  
40 received by email or fax shall be deemed an original document.  
41 4. Nominating petitions and candidate statements will be date-stamped with the  
42 time of receipt written by the Union, and all nominating petitions and  
43 candidate statements received by Union Field Offices shall be forwarded via  
44 fax or scanned and emailed to Union Headquarters that same date.

ASEA/AFSCME Local 52, AFL-CIO POLICIES and PROCEDURES  
(Revised and, with due notice, approved December 12, 2025)

- 1           5.       Union staff shall verify that nominees are under the proper occupational or  
2           regional category, when applicable, and that all candidates are members in  
3           good standing.
- 4           6.       Union support staff shall notify the Election Committee Chair of all qualified  
5           candidates, with documentation of any disqualified petitioner for nomination.
- 6           7.       At the time nominees are verified to be eligible and are officially recognized  
7           as candidates by the Election Committee, their names will be considered  
8           public information and the list of nominees shall be posted to the ASEA  
9           website.
- 10          8.       The candidate statement process shall be governed by the following  
11          procedure:
  - 12           (a)       Each candidate is allowed to submit a statement of the candidate’s  
13           personal qualifications for the office sought. A candidate’s statement  
14           may only contain reference to personal qualifications, education,  
15           Union positions, experience and accomplishments. Candidate  
16           statements may not contain references to other candidates or  
17           individuals. If the Election Committee disallows a candidate  
18           statement, the Election Committee shall give the candidate an  
19           opportunity to submit a corrected statement to be received by the  
20           Election Committee twelve (12) days before the ballot mailing  
21           deadline. Statements that meet these criteria will be included in the  
22           ballot mailing.  
23           The candidate statement form shall contain the standardized union  
24           disclaimer noted in 22.00.000.B.8(c). Those candidates wishing to  
25           submit a candidate’s statement will use this form. Printed candidate  
26           statements will be produced in black and white. Please note that  
27           pictures/photos will appear much darker than the original.
  - 28           (b)       The order of appearance of statements shall follow the same order  
29           used to list the candidates’ names on the ballot.
  - 30           (c)       On each candidate statement, the following disclaimer by the Union  
31           shall be noted: “(This statement is the candidates. Its factual accuracy  
32           has not been verified and it does not necessarily represent official  
33           ASEA/AFSCME Local 52 policy or positions.)”
  - 34           (d)       Candidate statements are to be submitted to the Union Office and will  
35           be date-stamped with the time of receipt written on the back of the  
36           statement by Union Office staff.
- 37          9.       Candidate statements are due at the same time as Nominating Petitions.
- 38    C.       ASEA/AFSCME Local 52 Election Campaigning.
  - 39           1.       No union funds may be spent campaigning for any candidate seeking union  
40           office.
  - 41           2.       No publication sponsored by or supported by the Union may endorse or  
42           discourage the endorsement of a candidate for union office. (Reference  
43           17.03.000, “E-mail.”)
  - 44           3.       The Union shall control access to membership mailing lists. Notice of access  
45           to Union membership and chapter office mailing lists shall be included in the

1 primary publication of the Union at the time of solicitation of candidate  
2 nominations.

3 (a) ASEA/AFSCME Local 52 candidates are entitled to mailing labels  
4 provided by the Union to be affixed to campaign literature, each  
5 candidate will prepay for the cost of printing and affixing labels.  
6 Candidates are responsible for delivering to the ASEA/AFSCME  
7 Local 52 Anchorage office mail-ready campaign materials with  
8 postage affixed. ASEA staff will be responsible to address and mail  
9 campaign materials at the candidate's expense.

10 4. Access to Membership Lists.

11 No listing of member work and/or home numbers will be released by ASEA  
12 for the purpose of telephonic campaigning.

13 5. The Union's e-mail, website, or webmail systems may not be used in  
14 campaigning for union office. Chapter websites may not be used for  
15 campaigning or promotion of candidates.

16 6. Within a state owned or leased building or facility, campaign materials may  
17 only be posted on official Union bulletin boards.

18 D. Remote Electronic Voting

19 1. The Union may conduct elections using a secure remote electronic voting  
20 system, including internet-enabled personal devices or telephone voting.

21 2. Any member who does not have access to the technology required for  
22 electronic voting shall be provided with an alternative means to vote, such as  
23 secure telephone voting, while maintaining ballot secrecy.

24 3. A Notice of Nominations and Elections shall be mailed to all eligible  
25 members in the same manner and timeline as for mailed ballot elections. The  
26 notice shall include voting instructions, the voting period, and the deadline  
27 for members to notify the Election Committee if they do not receive the  
28 necessary credentials to vote.

29 4. Candidate statements shall be provided electronically in PDF format and  
30 included with the electronic ballots.

31 5. Any remote electronic voting system used must, at a minimum:

32 (a) Ensure ballots remain secret and prevent linking a voter to their  
33 ballot;

34 (b) Use unique, randomly assigned login credentials;

35 (c) Encrypt all ballots and voting data, with voter identity and ballots  
36 stored separately;

37 (d) Prevent alteration, retrieval, or voiding of ballots once submitted;

38 (e) Use industry-standard safeguards against unauthorized access,  
39 including malware protection and audit logging;

40 (f) Provide the Union with certified tabulation results in digital and in a  
41 printable format at the conclusion of the election.

42 (g) The Election Committee shall supervise the entire process.

43 E. Preparation and Distribution of Ballots.

44 1. Following the nomination petition and candidate statement deadline, the  
45 Election Committee shall review all election materials. Packets of election  
46 materials (including copies of nominating petitions, candidate statements,

1 and draft ballots) shall be distributed to all Election Committee members.  
2 The Election Committee may meet telephonically, if needed, during this  
3 review process. The Election Committee shall review the draft ballots for the  
4 following:

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

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

15 3. The mail ballot shall minimally include the following instructions:

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

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

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

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

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

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

40 I. Security of Ballots.

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

45 2. During the election process, keys to the Election Committee Post Office box  
46 are to be kept by the Election Committee Chair [or designee(s)].

- 1 J. Observers.
- 2 1. Each candidate may designate their own observer to be present during the
- 3 ballot counting. A candidate may not serve as the observer.
- 4 2. The observers may not assist in the actual conduct of the election, may not
- 5 engage in any kind of campaigning, may not wear buttons or badges in
- 6 support of a candidate, pass out leaflets, or attempt to discuss the election
- 7 with anyone while observing.
- 8 3. Observers have the right to call to the attention of the Election Committee
- 9 members present any perceived violation of proper procedure which they
- 10 may observe during the ballot counting.
- 11 K. Disruptive Behavior. Observers, Election Committee members, or other members of
- 12 the Union who, in the judgment of the Election Committee or the third-party
- 13 independent contractor, are disruptive to the conduct of the ballot counting, may be
- 14 required to leave by the Election Committee.
- 15 L. Counting of Ballots.
- 16 1. Ballot counting takes place at ASEA/AFSCME Local 52 Headquarters in
- 17 Anchorage AK or other location if another facility is selected to
- 18 accommodate the ballot counting and shall be viewable either in person or
- 19 through a remote virtual platform for remote voting.
- 20 2. The following procedures shall be used for accessing remote voting results.
- 21 (a) Upon the close of voting, the Election Committee shall access the
- 22 official results directly from the electronic voting platform.
- 23 (b) The results shall be printed in hard copy and shall include on-screen
- 24 images, tabulations, or system-generated reports that clearly display
- 25 vote totals and outcomes.
- 26 (c) A signed copy of the printed results shall be included in the official
- 27 election record and retained for no less than one year from the Date of
- 28 Election.
- 29 (d) At least two Election Committee members shall be present when the
- 30 results are retrieved and printed.
- 31 (e) Any discrepancies between the printed report and the on-screen
- 32 display must be documented immediately and reported to the Election
- 33 Committee Chair.
- 34 3. The following procedure shall be used in counting the mailed ballots.
- 35 (a) Upon delivery of the ballots, the ballots are sorted alphabetically.
- 36 (b) The names on each ballot are then to be compared with lists [provided
- 37 by the Executive Director (or designee)] of ASEA/AFSCME Local
- 38 52 members in good standing. Any ballots with names not listed are
- 39 to be sent to the Executive Director (or designee) for confirmation as
- 40 a disallowed ballot. Disallowed ballots are to be put in the
- 41 “Disallowed Ballot” pile.
- 42 (c) Following the check-off of names, the outer envelopes shall be
- 43 opened and the contents removed. Contents should be the inner ballot
- 44 envelope. The outer envelopes are to be batched up and saved (in the
- 45 event of a recount).

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

1                    boxing up all election ballots, documents, and materials, and  
2                    temporarily storing these boxes in a locked room. The following  
3                    morning, all ballot materials are returned to the count area, and the  
4                    count resumed.

5                    (m) In the event finalization of a count must be delayed, no Election  
6                    Committee member or volunteer working on the count shall divulge  
7                    preliminary results before the Election Committee certifies final  
8                    results.

9                    4. Following batching and count, results are then consolidated and entered onto  
10                    a Summary Count Form [provided by the Executive Director (or designee)].

11                    5. Results are then confirmed by the Election Committee.

12                    (a) A signed, formal report is submitted by the Election Committee to the  
13                    Executive Director for distribution to the ASEA Executive Board.  
14                    The report should state the total number of ballots counted, the final  
15                    count, and the number of disallowed and totally blank ballots. The  
16                    formal report shall also state the winner(s) of the election in  
17                    accordance with AFSCME Elections Manual procedures.

18                    (b) All Candidates shall then be called by the Election Committee and  
19                    notified of the election results.

20                    (c) The Elections Report shall be placed on the ASEA/AFSCME Local  
21                    52 web site.

22                    6. Upon completion of the formal report, all election materials (including  
23                    counted ballots, tally sheets, return envelopes, disallowed and totally blank  
24                    ballots) must be boxed up, taped, secured, labeled, dated, and initialed by at  
25                    least two (2) Election Committee members. These boxes are then to be  
26                    archived in the secured storage of Union Headquarters for no less than one  
27                    year from the Date of Election.

28                    7. In order to notify the membership, the Elections Report shall be placed on the  
29                    ASEA/AFSCME Local 52 web site.

30 M. Run-Off Elections for Officers Only.

31                    1. In the case no candidate receives a majority of the votes, a run-off election  
32                    for that office must be held. The ballot for a run-off election will contain two  
33                    (2) names for each office. In most cases this will mean listing the two (2)  
34                    candidates who ran first and second place during the original election.

35                    2. If one of the top two vote-getting candidates withdraws, the third highest  
36                    vote-getting candidate will take their place. Only if all other candidates  
37                    withdraw from the race can a run-off election be avoided.

38                    3. The run-off election shall be held on the dates identified on the original  
39                    Notice of Nomination and shall follow the same election rules as that of the  
40                    original election. This includes the preparation and distribution of the  
41                    ballots, security of the ballots, observers, and counting the votes. No new  
42                    statements from the candidates will be accepted. The original statements  
43                    shall be included with the run-off ballots.

44                    4. The requirement of at least twenty (20) days to conduct the election will  
45                    apply to run-off elections.

- 1 N. Protests. A protest is not the same as a challenge. A challenge questions a  
2 nominee’s right to run for office and must be raised by a member before the election  
3 is actually held. A protest questions the actual conduct of the election itself.
- 4 1. Protests and challenges shall be filed with the Election Committee in  
5 accordance with Appendix D of the AFSCME Constitution.
  - 6 2. Any protester or nominee adversely affected by a decision of the Election  
7 Committee on a challenge or a protest may file an appeal with the AFSCME  
8 Judicial Panel, which retains jurisdiction in all election matters.
- 9 O. Installation of Officers.
- 10 1. Newly elected officers have, in fact, been the officers of the Union from the  
11 moment the Election Committee’s Report was presented to the Executive  
12 Director for distribution to the ASEA Executive Board and are legally bound  
13 by the Obligation of an Officer.
  - 14 2. Outgoing officers are obligated to turn over to their successors all books,  
15 papers, and other property of the union, and they remain under bond until  
16 they have done so. (AFSCME Local Union Elections Manual, “Installation  
17 of Officers”)
- 18 P. Constitutional Amendments. Constitutional amendments may also be submitted  
19 outside the Biennial Convention in accordance with Article 16.C, of the  
20 ASEA/AFSCME Local 52 Constitution. Upon receipt the ASEA Executive Board  
21 will support, oppose, or reject the proposed constitutional amendment in such a  
22 manner that the election may be held in accordance with the timelines in Article  
23 7.05. of the ASEA/AFSCME Local 52 Constitution.
- 24 Q. At the conclusion of the election cycle, the Election Committee shall provide a  
25 comprehensive report to the ASEA Executive Board, which includes at a minimum:
- 26 1. Procedural problems or irregularities, and the resolution of problems or  
27 irregularities.
  - 28 2. Ineligible candidate listing, and the reason for ineligibility.
  - 29 3. Minutes of all Election Committee meetings and/or teleconferences.
  - 30 4. Suggested improvements/changes for the next election cycle.

31 **23.00.000 COMMUNICATIONS**

32 **23.01.000 PUBLICATIONS**

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

35 **23.02.000 E-MAIL**

36 **23.02.010 E-Mail and Electronic Media**

37 A. The bargaining unit employer’s e-mail and other electronic media shall not be used  
38 to broadcast information detrimental to the interest of ASEA/AFSCME Local 52 or  
39 to engage in “spamming,” “flaming,” and attacks on any ASEA/AFSCME Local 52  
40 members.

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

3 **23.02.020 ASEA/AFSCME Local 52 E-Mail**

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

6 **23.02.030 Broadcasting from Union E-Mail System**

7 **23.02.031 Replies**

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

10 **23.02.032 Approval**

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

16 **23.02.040 Broadcast E-Mails to Members**

17 A. All broadcast emails to members including messages regarding official union and  
18 chapter activities must be submitted to the Executive Director or the ASEA  
19 Communication Coordinator for approval and broadcast distribution. Broadcasts  
20 shall be distributed within 24-hours of their approval under Section 23.02.032.

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

23 C. Broadcast messages from the Chapter President or Chapter Chief Steward to the  
24 Chapter stewards shall be copied to the Executive Director and the ASEA  
25 Communications Coordinator.

26 **24.00.000 OCCUPATIONAL CLASSIFICATIONS**

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

32 **42.00.000 [RESERVED]**

33 **98.00.000 POLICIES AND PROCEDURES**

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

1 **98.01.000 AMENDMENTS**

2 A. The ASEA Executive Board, upon a 30-days' notice of the proposed change to all  
3 ASEA members, may amend these Policies and Procedures by a two-thirds (2/3rds)  
4 vote at a regularly scheduled meeting. Notice of proposed changes shall be sent by  
5 email. For any member who does not have email access, the notification shall be  
6 mailed to the address on file. The notification shall provide the web link where the  
7 proposed changes are outlined, and shall include a discussion of the rationale for  
8 making the changes.

9 B. Notwithstanding the provisions of 98.01.000.A, addition of ASEA Executive Board  
10 committees under Section 2.00.000 may be made upon a simple majority vote of  
11 the ASEA Executive Board at a regular or special meeting, or by a poll. Such  
12 committees shall be deemed created upon the report of this initial vote.  
13 Membership shall be sent an advisory notice within 30 days of the creation of any  
14 committee created under this section.

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

18 **98.02.000 SUSPENSION OF THE RULES**

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

21

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 totally  
4 blank ballots.

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

6 **Officials:** Means ASEA 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 ASEA Executive Board, all of whom have in good-faith  
11 and documented efforts been contacted by the President or the Secretary.

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

15 **Quarterly Meeting:** A meeting of the ASEA 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 ASEA  
19 Executive Board that meets the proper notice of meeting established in Article 8.05  
20 of the ASEA/AFSCME Local 52 Constitution.

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

24

**APPENDIX 1**

List of Referenced Corporate Documents

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

1. AFFILIATION AGREEMENT
2. ARTICLES OF INCORPORATION
3. NONPROFIT CERTIFICATE
4. AFSCME INTERNATIONAL CONSTITUTION
  - A. AFSCME Financial Standards Code
  - B. AFSCME Judicial Panel Rules
  - C. AFSCME Local Union Election Manual
5. ASEA/AFSCME Local 52 CONSTITUTION
  - A. ASEA/AFSCME Local 52 Judicial Panel Rules
6. ASEA EMPLOYMENT
  - A. Executive Director Job Description
  - B. 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 (pgs. 51-52)
15. OCCUPATIONAL CLASSIFICATIONS

## CODE OF ETHICAL PRACTICES

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

ASEA/AFSCME Local 52, AFL-CIO POLICIES and PROCEDURES  
(Revised and, with due notice, approved December 6, 2023)

- 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 for  
20 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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