



POLICIES and PROCEDURES

***(Revised and, with due notice,
Approved 2/13/2018)***

ASEA/AFSCME Local 52, AFL-CIO POLICIES and PROCEDURES
(Revised and, with due notice, approved February 13, 2018)

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PREAMBLE

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 All prior policies and procedures shall be rescinded upon the adoption of the following policies and procedures by the State Executive Board.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

1 **1.00.000 CHAPTER GUIDELINES**

2 **1.01.000 ESTABLISHMENT OF CHAPTERS**

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

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

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

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

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

23 **1.02.000 REPORTING REQUIREMENTS**

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

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

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

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

5 A. Use of ASEA/AFSCME Local 52 Office meeting space for local Chapter meetings
6 is permitted and encouraged, as an economical means of holding chapter meetings.

7 B. A request for meeting space should be made ten (10) days prior to the actual
8 meeting date. Less notice is permissible if deemed an emergency by the Chapter
9 board of officers and requested by the president or secretary.

10 C. Union staff may be present at all meetings but at no additional expense to the union
11 or chapter.

12 D. Chapter members using the office space will straighten up the room and leave it
13 neat.

14 E. Long distance calls may be made from ASEA/AFSCME Local 52 offices only for
15 Union-related business purposes. The local Chapter may be billed for the actual
16 cost of each long-distance call and reimbursement made to the Union.

17 F. Use of copying equipment is allowed for official chapter business only. Number of
18 copies will be noted on a copy log located at the copier.

19 G. Chapters may be billed for copying, not to exceed six cents per page.

20 H. Production of printed notices and distribution of Chapter meeting notices will not
21 normally be done by Union staff.

22 I. Any mailings done by Union staff for Chapter business will require prior approval
23 of the Executive Director, and costs will be billed to the Chapter.

24 J. E-mail notification of Local Chapter meetings, special events, and informational
25 notices will be done by Union staff.

26 K. Business Leave for Chapter Use. The Executive Director may authorize the use of
27 Business Leave if, in his/her sole judgment, the proposed use would benefit a
28 chapter. Chapter Presidents or the President's designee must request business leave
29 use by completing the business leave request form.

30 L. Chapter presidents in Anchorage, Fairbanks, and Juneau will be granted
31 independent access to the local union office under the following conditions:

32 1. Upon swearing into office, chapter presidents in Anchorage, Fairbanks,
33 and Juneau will sign a liability agreement and a confidentiality statement.

34 2. Chapter presidents will ensure the union office is secured after their use of
35 the union office.

36 3. At the end of each business day, staff will secure all documents containing
37 confidential information.

38 **1.03.010 Newsletters**

39 Staff shall not prepare Chapter newsletters.

40

1 1.03.020 Websites

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

9 **1.04.000 HIRING OF CHAPTER STAFF PERSONNEL**

10 Chapters may not hire employees.

11 **1.05.000 CHAPTER FUNDS**

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

35 **2.00.000 COMMITTEES**

36 **2.01.000 GENERAL**

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

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

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

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

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

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

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

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

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

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

39 **2.02.000 ELECTED COMMITTEES/PANELS**

40 2.02.010 Judicial Panel

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

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

20 **2.02.020 Contract Negotiating Committees**

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

25 **2.02.021 Collective Bargaining Information**

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

30 **2.03.000 APPOINTED COMMITTEES**

31 **2.03.010 General**

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

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

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

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

16 2.03.015 Websites

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

25 2.03.020 Election Committee

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

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

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

4 **2.03.030 Grievance Review Committee**

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

24 **2.03.031 Right of Appeal**

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

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

17 **2.03.032 Standards of Review**

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

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

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

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

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

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

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

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

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

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

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

34 2.03.040 ASEA/AFSCME Local 52 Political Action Committee

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

41 2.03.050 Presidents' Advisory Committee

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

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

4 **2.03.060 Women's Issues Committee**

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

9 **2.03.070 Bush Community Committee**

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

17 **2.03.080 Probation/Parole Committee**

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

23 **2.03.090 Class I Committee**

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

29 **2.03.100 Next Wave Committee**

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

34 **2.03.110 Nurses Committee**

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

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

3 **2.03.120 ASEA Pride Committee**

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

10 **2.03.130 D.O.T. Special Issues Committee**

11 The D.O.T. Special Issues Committee is created for ASEA members who work for the
12 Alaska Department of Transportation or a municipal transportation department. The
13 Committee's purpose is to identify worksite opportunities and concerns and to
14 recommend solutions as outlined in Section 2.01.000. The D.O.T. Special Issues
15 Committee will meet telephonically at least quarterly and may meet in a face-to-face
16 setting annually in lieu of a telephonic meeting.

17 **2.04.000 SPECIAL STATE EXECUTIVE BOARD COMMITTEES**

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

22 **2.05.000 COMMITTEES REQUIRED UNDER COLLECTIVE BARGAINING**
23 **AGREEMENTS**

24 **2.05.010 General Government Unit Labor - Management Committees**

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

28 **3.00.000 AFFILIATIONS**

29 **3.01.000 American Federation of Labor – Congress of Industrial**
30 **Organizations (AFL-CIO)**

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

1 **3.01.001 Alaska AFL-CIO Convention Delegates**

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

13 **3.01.002 Alaska AFL-CIO Vice Presidents**

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

26 **3.01.003 Alaska AFL-CIO Central Labor Councils**

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

38 **4.00.000 STATE EXECUTIVE BOARD PROTOCOL**

39 **4.01.000 ABSENCES**

- 40 A. If a board member contacts the President of the Board in advance of a board
41 meeting that the member cannot attend, the President shall determine if that

1 represents an excused absence and will report that decision to the Board after the
2 meeting is called to order.

3 B. The State Executive Board will offer the opportunity to all absent board members
4 to join in meetings via teleconference.

5 **4.01.010 Voluntary Bumping**

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

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

11 **4.02.000 MEETINGS**

12 **4.02.010 Scheduled Meetings**

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

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 State Executive Board
19 may call a meeting in addition to the regularly scheduled quarterly meetings. If
20 the President, or in his or her absence the Secretary, fails to respond to the
21 requests of a majority of the State Executive Board to set up a meeting within a
22 24-hour period, then the Executive Director shall be notified by a majority of the
23 Executive Board to request a meeting, he or she shall then determine if a quorum
24 will be met and, if so, set up the meeting immediately and notify the chapter
25 presidents of the purpose of the meeting. If the President, Secretary, or Treasurer
26 are absent, the remaining board members shall select a chair by a vote of the
27 majority.

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

35 **4.02.020 Agenda**

36 A. Two weeks prior to the development of the agenda, the Union's staff shall notify
37 all State 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:

- 1 1. An outline of the agenda.
- 2 2. Time, date, and place of board meeting.
- 3 C. In the event of special board meetings, with the exception of notice to address a
- 4 Special Rule of Order (see Policy 98.00.000), the board members will be notified
- 5 of the agenda by phone 24 hours in advance of the meeting. Where practical,
- 6 chapter presidents will also be notified.

7 4.02.030 Meeting Packets

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

9 **4.03.000 RULES OF STATE EXECUTIVE BOARD MEETINGS**

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

1 member to be discussed should be notified of the pending Executive Session and
2 be allowed to be present during the Executive Session. The member may waive
3 the right to confidentiality of Executive Session and allow the discussion to
4 become a matter of record.

5 **4.04.000 PARLIAMENTARY PROCEDURES**

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

10 **4.05.000 RECORDKEEPING**

11 **4.05.010 Minutes**

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

24 **4.05.020 Polling**

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

36 **4.05.030 Report of State Executive Board Actions**

37 In accordance with Article 8.01 of the ASEA/AFSCME Local 52 Constitution, the State
38 Executive Board shall report their actions to the delegates of each biennial convention of
39 ASEA/AFSCME Local 52. In addition to a record on the disposition of resolutions from
40 the prior biennial convention, the Secretary shall maintain a record of motions, activities,

1 and events over the two-year period, and submit such record for approval at the State
2 Executive Board's quarterly meeting prior to the convention, for publication to the
3 biennial convention delegation.

4 **4.05.040 State Executive Board Correspondence**

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

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

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

20 **4.06.000 LEGAL REPRESENTATION**

21 **4.06.010 Attorney-Client Confidentiality**

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

29 **4.06.020 Legal Contact**

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

32 **4.07.000 ETHICS**

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

1 **4.08.000 VACANCIES**

2
3 **4.08.010 Election Process**

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

30 **5.00.000 TRAVEL AND EXPENSES**

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

40 **5.01.000 RESERVATIONS**

- 41 A. The Union Headquarters office will have staff make airline reservations and/or
42 hotel reservations for a block of seats and/or rooms as needed at the lowest rates
43 available, with airlines and/or hotels for all Union-sponsored meetings. If at all

1 possible, only establishments with bona fide Union agreements will be used.
2 Special considerations and/or changes at the personal preference of an individual
3 will be the responsibility of the individual; and any additional cost as a result will
4 be his/her responsibility.

5 B. Union staff will continue to make arrangements for conference rooms and/or
6 meals provided by ASEA/AFSCME Local 52.

7 **5.02.000 EXPENDITURES FOR UNION BUSINESS**

8 5.02.010 Expense Report Form

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

12 5.02.020 Reimbursement of Expense

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

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

23 5.02.021 Hotel Upgrades

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

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

29 5.02.022 Alcoholic Beverages or Marijuana

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

31 5.02.023 Transportation/Mileage

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

- 1 B. The least expensive mode of ground transportation should be utilized. If airport
2 parking is to be reimbursed, the actual charges for the expected period to be absent
3 should not exceed the cost of cab fare.
- 4 C. Actual transportation costs will be reimbursed with the exception of the use of
5 personal conveyances, which will be reimbursed at the current rate allowable under
6 the IRS Code. The total expense is not to exceed the cost of coach airfare between
7 an individual's home and place of meeting.
- 8 D. All mileage reimbursement requests must be accompanied with an actual beginning
9 and ending odometer reading.
- 10 E. If the Board meeting/Union activity is held within the geographic area where a
11 member lives, that member will not be reimbursed for mileage.
- 12 F. When an ASEA/AFSCME Local 52 member is not at their regularly assigned work
13 location (duty station) and they must travel, ASEA/AFSCME Local 52 will only pay
14 the portion equivalent to the cost of the normal travel from and to their duty station.

15 **5.02.024 Airfare**

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

20 **5.02.025 Reservation Changes**

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

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

27 **5.02.026 Meal Allowance**

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

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

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

- 1 D. Upon request by the member, a one-time advance of up to one hundred fifty dollars
2 (\$150.00) shall be made available to all members serving in statewide elected
3 positions, for attendance at approved training seminars, meetings, conferences, and
4 conventions, and such advance must be returned at the end of their service. Meal
5 allowance checks will be sent out after events, upon receipt of the voucher
6 indicating attendance.
- 7 E. The Union will not pay a meal allowance to a member in instances where meals are
8 provided by the Union. If a union provided meal exceeds the allotted meal
9 allowance amount, the Executive Director shall have the discretion to approve.
10 Members with special dietary needs must pre-arrange any exceptions to this rule
11 with the Executive Director.

12 **6.00.000 HUDSON DECISION PROCEDURE**

- 13 A. ASEA/AFSCME Local 52's Hudson Procedure shall be approved by AFSCME
14 International prior to being provided to agency fee payers.
- 15 B. The ASEA/AFSCME Local 52 Hudson Procedure is being implemented in
16 compliance with the requirements of the U.S. Supreme Court's decision in Chicago
17 Teachers, Union Local No. 1, AFT, AFL-CIO v. Hudson, 475 U.S. 292, 106 S. Ct.
18 1066 (1986) and Communications Workers v. Beck, 487 U.S. 735, 108 S. Ct. 2641
19 (1988).
- 20 C. The Executive Director shall have the authority and responsibility to obtain the
21 approval of AFSCME International for the ASEA/AFSCME Local 52 Hudson
22 Procedure including any amendments, shall ensure the procedure complies with the
23 law, and shall implement the Agency Shop provisions previously contained in
24 Article 3.02 of the collective bargaining agreement between ASEA and the State of
25 Alaska effective from July 1, 2003 through June 30, 2004.

26 **7.00.000**

27 [RESERVED]

28 **8.00.000 SEXUAL HARASSMENT**

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

31 **9.00.000 STEWARDS**

32 The following procedures apply to all chapters.

33 **9.01.000 GOALS**

- 34 A. To adhere to the principles set forth in the ASEA/AFSCME Local 52 Constitution
35 and the AFSCME Constitution, especially regarding the rights of all members to
36 due process and the presumption of innocence until proven guilty.
- 37 B. To ensure that stewards perform their duties in a responsible, knowledgeable, and
38 effective manner.
- 39 C. To ensure that stewards fulfill their "duty of fair representation" to each and every
40 member, without exception.

1 **9.02.000 DUTIES AND RESPONSIBILITIES OF STEWARDS**

- 2 A. The duties and responsibilities of stewards shall be as prescribed in the most
3 current ASEA/AFSCME Local 52's and AFSCME International's Stewards
4 Handbook.
5 B. Stewards must sign the Expectations of a Steward as prescribed on the Steward
6 Nomination application form.

7 **9.03.000 TRAINING OF STEWARDS**

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

27 **9.04.000 GUIDELINES FOR STEWARDS (Procedures)**

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

- 1 F. On termination or written resignation as a chief steward, all administrative files
2 relating to the duties, decisions, and chapter stewards shall be transferred to the
3 successor chief steward. If the former chief steward continues to serve as a steward,
4 they shall retain the confidential steward files. On termination of service as a
5 steward, the confidential member files will be conveyed in accordance with
6 9.04.000.E.

7 **9.05.000 SELECTION AND DISTRIBUTION OF STEWARDS**

- 8 A. The general policy of the Union is that there should be at least one (1) GGU
9 steward per thirty (30) GGU members. Chapters with less than thirty (30)
10 members shall have a steward. The municipal chapters shall have the number of
11 stewards allowed in their Collective Bargaining Agreement (CBA).
- 12 B. To be eligible to become a steward, a member must be a permanent status
13 employee in good standing with ASEA/AFSCME Local 52 for at least one (1)
14 year. On-call or short-term non-permanent employees are not eligible to become a
15 steward.
- 16 C. Each chapter's executive board is responsible for conducting elections of stewards
17 in accordance with the AFSCME Elections Code.
- 18 D. In the event the required number of stewards is not filled by an election, then the
19 chief steward may appoint stewards with the approval of the chapter executive
20 board and verifying members' status with Union professional staff.
- 21 E. The steward's term of office shall expire three months after the expiration of the
22 3-year Collective Bargaining Agreement. In the event a steward does not
23 complete the term, the chapter chief steward may appoint a steward in accordance
24 with 9.05.000.D.3.
- 25 F. The Executive Director will provide a current list of GGU stewards to the State
26 Department of Administration and a current list of municipal stewards to the
27 appropriate municipality.

28 **9.06.000 STATEWIDE STEWARD STRUCTURE**

29 **9.06.010 Chapter Steward Committee**

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

1 **9.06.020 Statewide Chief Stewards Committee**

- 2 A. The Union shall have a Statewide Chief Stewards Committee whose mission is to
3 communicate and exchange information pertaining to steward issues.
4 B. The Statewide Chief Stewards Committee shall be made up of the chapter chief
5 stewards.
6 C. The Statewide Chief Stewards Committee shall have a chair who shall be elected
7 by a majority of the Chief Stewards. Election of a chair will be conducted by the
8 committee during the first meeting of each calendar year. If the chair position
9 becomes vacant, the committee will hold a special meeting to elect the chair.
10 D. The Statewide Chief Stewards Committee shall meet via teleconference at least
11 twice each calendar year.

12 **9.06.030 Member Action Team**

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

16 **9.07.000 DISCIPLINE AND REMOVAL OF STEWARDS**

17 **9.07.010 Steward Review Panel**

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

24 **9.07.020 Procedures**

- 25 A. Complaints against a steward.
26 1. The Chairperson of the Statewide Stewards Review Panel will select two (2)
27 or more panel members to investigate written complaints received. The
28 Panel shall request a written response to the complaint by the steward
29 involved.
30 2. Steward Review Panel members will not investigate complaints or vote on
31 issues involving their own work units, divisions, or departments within the
32 region of their designated seat.
33 3. Upon completion of the investigation, the Panel will make a written decision
34 whether to charge the steward or dismiss the complaint. A decision will be
35 based on the merit(s) of the complaint(s) and will require the concurrence of
36 at least two (2) panel members.
37 4. The Panel will submit all charges and recommendations to the Statewide
38 Chief Stewards Committee and Executive Director in writing, with a copy
39 sent to the charged steward. Charges need to provide specific reference to
40 names, dates, places, and the grounds for complaint. The Chief Stewards
41 Committee shall conduct a hearing to consider the action to be taken. A

1 quorum of seven (7) is required to conduct the hearing and take action. The
2 steward shall have full due process rights. A steward who is charged shall
3 have the right to a hearing before the ASEA/AFSCME Local 52 Judicial
4 Panel.

- 5 B. In the event a complaint is brought against a chief steward, it is to be submitted to
6 the ASEA/AFSCME Local 52 Judicial Panel.
7 C. A steward **may** only be dismissed as a steward for a violation of **Article X** of the
8 AFSCME Constitution, or for the failure to perform their duties and responsibilities
9 as a steward.

10 **10.00.000**

11 [RESERVED]

12 **11.00.000 SEGREGATED ACCOUNTS**

13 **11.01.000 SETTLEMENT ACCOUNTS**

14 No segregated accounts shall be established without the authority of the State Executive
15 Board.

16 **11.02.000 BARGAINING & STRIKE RESERVE ACCOUNT**

17 11.02.010 Use of Assets

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

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

35 11.02.020 Investment Management

36 The State Executive Board shall utilize the services of an Investment Management
37 Consultant. The Investment Management Consultant shall report quarterly to the State
38 Executive Board and be responsible for advising the State Executive Board about the
39 selection and allocation of asset categories, the identification of specific assets and

1 investment managers within each asset category, the monitoring of the performance of all
2 selected assets, and the preparation and presentation of all appropriate reports. A
3 condensed report shall be made available to the membership for reporting purposes but in
4 no case does this prevent any member from obtaining a full report.

5 **11.02.030 Investment Policy**

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

13 **12.00.000 UNION ACTIVITIES**

14 **12.01.000 MEMBERSHIP PARTICIPATION**

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

19 **12.02.000 DISABILITY ACCOMMODATION**

20 Members who require accommodation for a disability must notify ASEA/AFSCME Local
21 52 Headquarters of their needs at least one (1) week prior to an activity of the Union or
22 meeting of the State Executive Board.

23 **13.00.000**

24 [RESERVED]

25 **14.00.000 DUES/FEES**

26 **14.01.000 AFSCME COST OF LIVING ALLOWANCE INCREASES**

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

1 **14.02.000 ALTERNATIVE PAYMENT OF OUTSTANDING UNION DUES/FEES**

2 14.02.010 Outstanding Union Dues/Fees Agreement

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

8 **14.03.000 NEW HIRE**

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

11 **15.00.000 BUSINESS LEAVE**

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

15 **15.01.000 REPORTING**

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

22 **15.02.000 GENERAL USE**

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

- 1 8. Performing other official union business when pre-approved by the
2 Executive Director.

3 **16.00.000 CORPORATE CHARGE CARDS**

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

7 **17.00.000 INFORMATION REQUESTS**

- 8 A. An Information Request Form must be completed by any member requesting
9 written information from the Union, except for information requests made by a
10 State Executive Board Member.
11 B. An Information Request Form will indicate the purpose for which the information
12 will be used.
13 C. Upon receipt of an Information Request Form the Executive Director will
14 acknowledge to the requestor within ten (10) days the receipt of the information
15 request and the latest date by which the information request will be completed.
16 Requests routinely will be completed within thirty (30) days unless circumstances
17 require an extended period of time.
18 D. Chapter requests will be given a higher priority for information requests, if the
19 information requested is time-sensitive and/or is required for Chapter elections.
20 E. Information requested by a State Executive Board member during a Quarterly
21 Business Session shall be provided during the meeting at which it is requested.
22 Information requested outside the Quarterly Business Meeting shall be provided
23 as soon as possible, but no later than 10 business days from the date of request.

24 **17.00.010 ASEA/AFSCME Local 52 Logo/Letterhead**

- 25 A. Any Statewide Executive Board Member wanting business cards may be allowed to
26 get up to 500 business cards.
27 B. The logo is not for general use by any member of the Union.
28 C. The Local 52 Logo and Letterhead may not be used on any newsletter, publication,
29 or communication without submission of the Information Request Form and
30 approval of the Executive Director.
31 D. Chapters wishing to incorporate the Union's logo into their letterhead stationery
32 must submit a sample of the letterhead design for pre-approval by the Executive
33 Director.
34 E. Use of the Union's logo by chapters on promotional items must be pre-approved by
35 the Executive Director.

36 **17.01.000 MEMBERSHIP INFORMATION**

37 **17.01.010 Mailing Labels/Data**

- 38 A. Upon receipt of the information request from a chapter officer (Chapter President,
39 Secretary or Chief Steward) the Union shall provide to a mailing house the
40 electronic membership lists for newsletters, meeting announcements, and other

1 chapter purposes as determined by the chapter that are consistent with the
2 objectives and principles of ASEA/AFSCME Local 52. The request shall include
3 a sample of what will be distributed and indicate the purpose for which the
4 information will be used and certify to confine the use of the information to such
5 purpose. A mailing house will provide a confidentiality statement to the Union.

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

7 **17.01.020 Roster of Chapter Members**

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

14 **17.01.030 Requests for Financial Information**

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

21 **18.00.000 FINANCIAL**

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

24 **18.00.010 Disbursement of Funds**

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

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

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

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

40 E. The Check Detail Report will then be forwarded to the Treasurer (or his/her
41 board-approved designee) and, upon approval by the Treasurer (or his/her board-

1 approved designee); it shall then be presented to the President (or his/her board-
2 approved designee) for approval.

3 1. Review by the Treasurer (or his/her board-approved designee). The
4 Treasurer (or his/her board-approved designee) shall review the Check
5 Detail Report and, within 48 hours from receipt, shall notify the Executive
6 Director (or his/her designees) in person, or via a faxed copy of the Check
7 Detail Report bearing his/her signed approval, his/her approval to disburse
8 the payables and/or payroll expenditures. The Treasurer's copy of the
9 Check Detail Report bearing his/her original signature (or that of his/her
10 board-approved designee) shall then be forwarded to the appropriate
11 accounting staff at ASEA/AFSCME Local 52 Headquarters.

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

13 (a) Upon receipt of the Treasurer's (or his/her board-approved
14 designee) signed approval to disburse, the President (or his/her
15 board-approved designee) shall be provided with the Check Detail
16 Report signed by the Treasurer (or his/her board-approved
17 designee).

18 (b) The President (or his/her board-approved designee) shall review
19 the Check Detail Report and, within 24 hours from receipt, shall
20 notify the Executive Director (or his/her designees) in person, or
21 via a faxed copy of the Check Detail Report bearing his/her signed
22 approval, his/her approval to disburse the payables and/or payroll
23 expenditures. The President's copy of the Check Detail Report
24 bearing his/her original signature (or that of his/her board-approved
25 designee) shall then be forwarded to the appropriate Accounting
26 Department at ASEA/AFSCME Local 52 Headquarters.

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

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

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

38 H. All payroll and payables files shall be available for review at ASEA Headquarters
39 for the State 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 required wire
42 transfers, EFTs, ACHs or checks for approval of the authorized Board members, to obtain
43 account balances and transfer funds within accounts.

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 **18.02.000 PERSONNEL**

5 18.02.010 Staff Policy Manual

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

8 18.02.020 Staff Vacancies

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

21 18.02.030 Staff Termination

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

25 **19.00.000 TELECONFERENCES**

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

30 **20.00.000 RATIFICATION**

31 **20.01.000 DUES RATIFICATION**

- 32 A. The State Executive Board shall meet and certify that the proposed changes meet
33 all ASEA/AFSCME Local 52's and AFSCME's constitutional requirements.
- 34 B. The State Executive Board shall draft an informational briefing paper that will
35 accompany the ballots for the members with statements of the reasons for the dues
36 change. This briefing paper must be factual and objective.

- 1 C. The State Executive Board shall schedule informational meetings for the
- 2 membership during and prior to the balloting. These meetings shall be conducted
- 3 by members of the State Executive Board, and shall not be later than seven days
- 4 prior to the ballot counting.
- 5 D. The State Executive Board shall schedule the ratification vote.
- 6 E. Proxy voting will not be allowed.
- 7 F. Issues not addressed by this policy, or exceptions to this policy, shall be subject to
- 8 the approval of the State Executive Board prior to implementation.

9 **20.02.000 RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT**

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

32 **20.03.000 STRIKE AUTHORIZATION VOTING POLICY**

- 33 A. Ballots will be handled as follows:
- 34 1. To be counted, all ballots must be returned by mail and date stamped by
- 35 the ballot counting contractor with required information on the outer
- 36 envelope by 12:00 noon of the election date.
- 37 2. Improperly marked ballots will not be counted.
- 38 3. In the event, more than one ballot is cast, only the last received ballot will
- 39 be counted.
- 40 4. If the ballot includes more than one question, each question will be tallied
- 41 separately and all votes will be counted.
- 42 5. The following instructions will be included with each ballot:

- 1 (a) Mark your ballot and then place it in the envelope labeled
- 2 “OFFICIAL BALLOT.”
- 3 (b) Place the Official Ballot envelope (with your ballot enclosed) into
- 4 the postage paid, business reply envelope pre-addressed to [the
- 5 ballot counting contractor].
- 6 (c) Seal the “BALLOT” envelope and place it in the postage paid,
- 7 pre-addressed business reply envelope.
- 8 (d) All ballots **MUST BE RETURNED BY U.S. MAIL** and they will
- 9 only be counted if received by 12:00 noon on or before [election
- 10 date].
- 11 (e) Ballots will be opened and counted no earlier than at 12:00 noon
- 12 on [election date].
- 13 (f) Improperly marked ballots will not be counted.
- 14 (g) If more than one ballot is received from a member, only the most
- 15 recent ballot will be counted.

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

37 **21.00.000 BONDS/LIABILITY/INDEMNIFICATION COVERAGE**

- 38 A. Wherever possible, indemnification coverage shall be obtained for the
- 39 ASEA/AFSCME Local 52 Executive Board and ASEA/AFSCME Local 52 Staff,
- 40 to protect them from personal liability.
- 41 B. Chapter activities are covered by ASEA’s liability policy.

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

3 A. Notice of Nominations.

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

21 B. Nominating Petitions and Candidate Statements.

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

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

- 3 8. Each candidate is allowed to submit a statement of the candidate's
4 personal qualifications for the office sought. A candidate's statement may
5 only contain reference to personal qualifications, education, Union
6 positions, experience and accomplishments. Candidate statements may
7 not contain references to other candidates or individuals. If the Election
8 Committee disallows a candidate statement, the Election Committee shall
9 give the candidate an opportunity to submit a corrected statement to be
10 received by the Election Committee twelve (12) days before the ballot
11 mailing deadline. Statements that meet these criteria will be included in
12 the ballot mailing.

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

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

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

32 C. ASEA/AFSCME Local 52 Election Campaigning.

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

1 Local 52 Anchorage office mail-ready campaign materials with
2 postage affixed. ASEA staff will be responsible to address and
3 mail campaign materials at the candidate's expense.

- 4 4. Access to Membership Lists.
5 No listing of member work and/or home numbers will be released by
6 ASEA for the purpose of telephonic campaigning.
7 5. The Union's e-mail, website, or webmail systems may not be used in
8 campaigning for union office. Chapter websites may not be used for
9 campaigning or promotion of candidates.
10 6. Within a state owned or leased building or facility, campaign materials
11 may only be posted on official Union bulletin boards.

12 D. Preparation and Mailing of the Ballots.

13 1. Following the nomination petition and candidate statement deadline, the
14 Election Committee shall review all election materials. Packets of election
15 materials (including copies of nominating petitions, candidate statements,
16 and draft ballots) shall be distributed to all Election Committee members.
17 The Election Committee may meet telephonically, if needed, during this
18 review process. The Election Committee shall review the draft ballots for
19 the following:

- 20 • the correct spelling of each candidate's name.
21 • The member's name and address are preprinted on the postage
22 paid, pre-addressed business reply envelope.
23 • the correct dates and deadlines.
24 • clear identification of the number of people to vote for.
25 • instructions which clearly indicate how to mark the ballot.
26 • if more than one (1) ballot is required, ballots shall be color coded
27 to properly identify the appropriate voting groups.

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

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

- 31 (a) Mark the ballot.
32 (b) Place the ballot in the envelope with "BALLOT" printed on it.
33 (c) Seal the "BALLOT" envelope and place it in the postage paid,
34 pre-addressed business reply envelope.

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

- 39 (a) A master membership list shall be run at the same time the ballot
40 labels are prepared.
41 (b) Ballots mailed to locations which are not connected to the
42 Anchorage road systems will be mailed First Class.
43 (c) If a member, for whatever reason, is in need of a replacement
44 ballot, Union Headquarters shall provide the replacement ballot in
45 a timely manner.

- 1 5. Any problem with the election process should be brought to the Election
2 Committee's attention as soon as possible. Notification can be by phone
3 or e-mail and should include all Election Committee members. Written
4 documentation of any such contact shall be kept by Union staff.
- 5 6. If problems involving an election arise that require investigation, the
6 Election Committee should oversee the inquiry.
- 7 E. If a third-party independent contractor is selected to count the ballots, the Election
8 Committee will provide them a key to the Election Committee Post Office box.
- 9 F. Security of Ballots.
 - 10 1. All ballots are mailed to a U.S. Post Office box paid for and designated
11 solely for election purposes. During the election process, ballots shall be
12 retained at the U.S. Post Office until the designated time for the counting
13 of ballots.
 - 14 2. During the election process, keys to the Election Committee Post Office
15 box are to be kept by the Election Committee Chair [or designee(s)].
- 16 G. Observers.
 - 17 1. Each candidate may designate his or her own observer to be present during
18 the ballot counting. A candidate may not serve as the observer.
 - 19 2. The observers may not assist in the actual conduct of the election, may not
20 engage in any kind of campaigning, may not wear buttons or badges in
21 support of a candidate, pass out leaflets, or attempt to discuss the election
22 with anyone while observing.
 - 23 3. Observers have the right to call to the attention of the Election Committee
24 members present any perceived violation of proper procedure which they
25 may observe during the ballot counting.
- 26 H. Disruptive Behavior. Observers, Election Committee members, or other members
27 of the Union who, in the judgment of the Election Committee or the third-party
28 independent contractor, are disruptive to the conduct of the ballot counting, may
29 be required to leave by the Election Committee.
- 30 I. Counting of Ballots.
 - 31 1. Ballot counting takes place at ASEA/AFSCME Local 52 Headquarters in
32 Anchorage AK or other location if another facility is selected to
33 accommodate the ballot counting.
 - 34 2. The following procedure shall be used in counting the 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
37 [provided by the Executive Director (or designee)] of
38 ASEA/AFSCME Local 52 members in good standing. Any ballots
39 with names not listed are to be sent to the Executive Director (or
40 designee) for confirmation as a disallowed ballot. Disallowed
41 ballots are to be put in the "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
44 ballot envelope. The outer envelopes are to be batched up and
45 saved (in the 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
3 counted regardless of any comments written on the ballot, with the
4 exception of any member identification on the ballot. If a voter has
5 signed their name to or initialed the ballot, the entire ballot will be
6 disallowed.
- 7 (e) Such deviations from the instructions on the ballot, as making a
8 check-mark instead of an “X,” should not serve to disallow a
9 ballot. If the intention of the voter is clear, count the vote.
- 10 (f) If a ballot is partly spoiled, that does not void the entire ballot. For
11 example, if a voter has voted for two (2) candidates for President,
12 his or her ballot is void for that office. But if the same voter has
13 voted for only one (1) candidate for other listed offices, the vote for
14 those offices is counted.
- 15 (g) Write-in votes are not counted; those ballots are treated as though
16 they were blank for the office for which a write-in appears.
- 17 (h) In a situation where the Election Committee must rule on a ballot
18 being allowed or disallowed, a majority vote of the Election
19 Committee will decide the question.
- 20 (i) A record is maintained of the number of disallowed and void or
21 totally blank ballots. These will not be included in the tally of
22 valid ballots.
- 23 (j) When the tabulation of the unquestioned ballots has been
24 completed, the Election Committee should turn its attention to any
25 remaining questioned ballots. If the number of questioned ballots
26 is not large enough to change the outcome of any of the contests,
27 the Election Committee is free to refuse to decide the questioned
28 ballots. In that case, the ballots remain in the sealed envelopes but
29 are retained with the rest of the ballots and the election records. If
30 the number of questioned ballots is great enough that it might
31 affect the outcome of one or more races, the Election Committee
32 must then take up each questioned ballot separately and, without
33 opening the envelope, make a decision as to whether or not the
34 ballot should be counted. In those cases where the Election
35 Committee decides to count the ballot, the envelope should be
36 opened and the ballot deposited, unexamined, in the now-empty
37 ballot box. When all questioned ballots have been disposed of, the
38 ballots in the box should be counted and added to the previous
39 tally. A record should be maintained of the names of those whose
40 ballots were questioned and of the disposition of each.
- 41 (k) The ballots are then to be batched together into groups of 25
42 ballots/group. The Executive Director (or designee) will provide
43 tally sheets. A tally sheet goes with each group of 25 ballots.
44 Votes are then counted and recorded on the tally sheet. A second

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

- 1 the results of the recount. All members of the Election Committee
2 participating in the recount are to sign the formal report.
- 3 (f) All Candidates shall then be called by the Election Committee and
4 notified of the election results.
- 5 (g) In order to notify the membership, the Elections Report shall be
6 placed on the ASEA/AFSCME Local 52 web site.
- 7 J. Run-Off Elections for Officers Only.
- 8 1. In the case no candidate receives a majority of the votes, a run-off election
9 for that office must be held. The ballot for a run-off election will contain
10 two (2) names for each office. In most cases this will mean listing the two
11 (2) candidates who ran first and second place during the original election.
- 12 2. If one of the top two vote-getting candidates withdraws, the third highest
13 vote-getting candidate will take their place. Only if all other candidates
14 withdraw from the race can a run-off election be avoided.
- 15 3. The run-off election shall be held on the dates identified on the original
16 Notice of Nomination and shall follow the same election rules as that of
17 the original election. This includes the preparation and mailing of the
18 ballots, security of the ballots, observers, and counting the votes. No new
19 statements from the candidates will be accepted. The original statements
20 shall be included with the run-off ballots.
- 21 4. The 30-day rule to conduct the election will apply to run-off elections.
- 22 K. Protests. A protest is not the same as a challenge. A challenge questions a
23 nominee's right to run for office and must be raised by a member before the
24 election is actually held. A protest questions the actual conduct of the election
25 itself.
- 26 1. Protests and challenges shall be filed with the Election Committee in
27 accordance with Appendix D of the AFSCME Constitution.
- 28 2. Any protester or nominee adversely affected by a decision of the Election
29 Committee on a challenge or a protest may file an appeal with the
30 AFSCME Judicial Panel, which retains jurisdiction in all election matters.
- 31 L. Installation of Officers.
- 32 1. Newly elected officers have, in fact, been the officers of the Union from
33 the moment the Election Committee's Report was presented to the
34 Executive Director for distribution to the State Executive Board and are
35 legally bound by the Obligation of an Officer.
- 36 2. Outgoing officers are obligated to turn over to their successors all books,
37 papers, and other property of the union, and they remain under bond until
38 they have done so. (AFSCME Local Union Elections Manual,
39 "Installation of Officers")
- 40 M. Constitutional Amendments. Constitutional amendments may also be submitted
41 outside the Biennial Convention in accordance with Article 16.C, of the
42 ASEA/AFSCME Local 52 Constitution. Upon receipt, the State Executive Board
43 will support, oppose, or reject the proposed constitutional amendment in such a
44 manner that the election may be held in accordance with the timelines in Article
45 7.05. of the ASEA/AFSCME Local 52 Constitution.

- 1 N. At the conclusion of the election cycle, the Election Committee shall provide a
2 comprehensive report to the State Executive Board, which includes at a minimum:
3 1. Procedural problems or irregularities, and the resolution of problems or
4 irregularities.
5 2. Ineligible candidate listing, and the reason for ineligibility.
6 3. Minutes of all Election Committee meetings and/or teleconferences.
7 4. Suggested improvements/changes for the next election cycle.

8 **23.00.000 COMMUNICATIONS**

9 **23.01.000 PUBLICATIONS**

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

12 **23.02.000 E-MAIL**

13 23.02.010 E-Mail and Electronic Media

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

20 23.02.020 ASEA/AFSCME Local 52 E-Mail

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

23 23.02.030 Broadcasting from Union E-Mail System

24 23.02.031 Replies

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

27 23.02.032 Approval

- 28 A. Union e-mail broadcasts must be limited to relevant union business and require
29 approval of the Executive Director.

30 23.02.040 Broadcast E-Mails to Members

- 31 A. All broadcast emails to members including messages regarding official union and
32 chapter activities must be submitted to Union Headquarters for approval and
33 broadcast distribution.

- 1 B. Chapter broadcast emails must be drafted by the chapter in a ready-to-send format.
2 ASEA staff will not prepare the email message.
3 C. Broadcast messages from the Chapter President or Chapter Chief Steward to the
4 Chapter stewards shall be copied to the Executive Director.

5 **24.00.000 OCCUPATIONAL CLASSIFICATIONS**

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

12
13 **42.00.000**
14 [RESERVED]

15 **98.00.000 POLICIES AND PROCEDURES**

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

18 **98.01.000 AMENDMENTS**

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

24 **98.02.000 SUSPENSION OF THE RULES**

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

27

1 **100.00.000 DEFINITIONS**

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

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

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

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

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

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

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

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

24

APPENDIX 1

List of Referenced Corporate Documents

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

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

CODE OF ETHICAL PRACTICES

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

ASEA/AFSCME Local 52, AFL-CIO POLICIES and PROCEDURES
(Revised and, with due notice, approved September 12, 2017)

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