



POLICIES and PROCEDURES

*(Revised and, with due notice,
Approved 12/11/2020, corrected 3/15/2022)*

ASEA/AFSCME Local 52, AFL-CIO POLICIES and PROCEDURES
(Revised and, with due notice, approved December 11, 2020, corrected March 15, 2022)

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PREAMBLE

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 All prior policies and procedures shall be rescinded upon the adoption of the following policies and procedures by the State Executive Board.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

1 **1.00.000 CHAPTER GUIDELINES**

2 **1.01.000 ESTABLISHMENT OF CHAPTERS**

3

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

7

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

11

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

15

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

19

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

22

23 **1.02.000 REPORTING REQUIREMENTS**

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

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

32 1. Chapter bylaws, if they have been updated since the prior fiscal year report.

33 2. Lists of officers.

34 3. Minutes of Chapter Executive Board and Chapter membership meetings.

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

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

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

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

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

36 **1.03.010 Newsletters**

37 Staff shall not prepare Chapter newsletters.

38 **1.03.020 Websites**

- 39 A. Chapters and Committees must secure approval from the Executive Director or the
40 ASEA Communications Coordinator to establish website or social networking
41 accounts using the designated form. The Executive Director shall report all requests
42 to the State Executive Board in his quarterly report.

- 1 B. ASEA Anchorage Headquarters shall periodically review the content of Chapter and
2 committee website postings to ensure such content is consistent with the goals and
3 objectives of the Union.
4 C. The domains for ASEA chapters are the intellectual property of ASEA/AFSCME
5 Local 52. Chapters will be billed annually to maintain the domain's license.

6 **1.04.000 HIRING OF CHAPTER STAFF PERSONNEL**

7 Chapters may not hire employees.

8 **1.05.000 CHAPTER FUNDS**

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

33 **1.06.000 Chapter Convention Delegate Elections**

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

1 **2.00.000 STATE EXECUTIVE BOARD COMMITTEES**

2 **2.01.000 GENERAL**

3 A. PURPOSE: The State Executive Board has created committees to help identify
4 issues facing the membership. Each committee’s specific purpose can be found in
5 P&P 2.03. In general, the purpose of committees is to bring committee members
6 together to share ideas, perspectives, and to identify issues unique to the group the
7 committee represents. A committee may develop strategies, ideas, actions, surveys
8 and suggestions for addressing issues and may submit recommendations to the State
9 Executive Board, through the Executive Director or the State Executive Board
10 liaison to the committee. The Executive Director may act on recommendations that
11 fall within the committee’s purpose. Otherwise, the Executive Director will refer
12 recommendations to the State Executive Board for further consideration. The State
13 Executive Board may delegate assignments or tasks to a committee.

14
15 B. BUDGET: The State Executive board shall adopt an annual budget for each
16 committee. Committees may submit budget requests to the State Executive Board
17 through the Executive Director or the State Executive Board liaison to the
18 committee. The cost of any teleconferences and face-to-face meetings of committee
19 members will be paid out of the committee’s budget. All expenditures must be pre-
20 approved by the Executive Director. No committee or individual committee member
21 shall have the power to act as an agent for or otherwise bind the Union in any
22 manner whatsoever. *(ASEA Constitution 13.01)*

23 C. FUNDRAISING: Committees may conduct fundraising activities consistent with
24 the goals and objectives of the union. The Executive Director must be notified at
25 least 14 calendar days in advance of the activity. Raffles are specifically prohibited.
26 Funds received from fundraising efforts shall be placed in the ASEA/AFSCME
27 Local 52 general account. The State Executive Board will allocate those funds to the
28 appropriate Committee.

29 D. Committee funds may not be spent for political purposes, or contributed to any
30 political candidate or political entity. Committee funds may not be used to conduct
31 member surveys or to conduct activities inconsistent with the Union’s goals as
32 established by the State Executive Board. Committee funds may not be used to
33 purchase any type of alcoholic beverage or marijuana.

34 E. Whenever Committee funds are used to fund, in whole or in part, a member’s
35 attendance at a conference or event (hereinafter, “event”), the member shall be
36 required to submit a written report to the Committee within 21 days following the
37 event. Committees may also assign additional tasks to the member, such as in-person
38 presentations or trainings for other members. Prior to any expenditure, the
39 committee shall give the member written notice of these requirements. Provided
40 such written notice is given, if the member does not write the report or fulfill the
41 other requirements as assigned by the Committee, the member may be required to
42 reimburse the Committee for the expended funds.

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

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

11 **2.02.000 ELECTED COMMITTEES/PANELS**

12 **2.02.010 Judicial Panel**

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

33 **2.02.020 Contract Negotiating Committees**

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

38 **2.02.021 Collective Bargaining Information**

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

1
2 **2.02.030 Elections for Judicial Panel and Contract Negotiating Committees**

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

7
8 B. The Elections Committee shall conduct elections in accordance with the following
9 timetable:

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

28 **2.03.000 APPOINTED COMMITTEES**

29 **2.03.010 General**

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

31 A. **APPOINTMENTS:** All committee members shall be appointed in accordance with
32 Article 8.04 of the ASEA/AFSCME Local 52 Constitution.

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

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

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

42 All resignations by a committee appointee must be submitted in writing to the
43 President, through the Executive Director. Upon a majority vote of the State

1 Executive Board, a committee may be dissolved. A committee member may only be
2 removed on grounds provided in Article X of the AFSCME Constitution. Accused
3 committee members shall have the right to a fair trial with strict adherence to due
4 process.

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

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

14 2.03.015 Websites

15 A. Committees must secure approval from the Executive Director or the ASEA
16 Communications Coordinator to establish website or social networking accounts
17 using the designated form. The Executive Director shall report all requests to the
18 State Executive Board in his quarterly report.

19 B. ASEA Anchorage Headquarters shall periodically review the content of committee
20 website postings to ensure such content is consistent with the goals and objectives of
21 the Union.

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

24 2.03.020 Election Committee

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

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

31 B. Appointments to the Election Committee shall be made before the start of the
32 election cycle, so that committee members shall be in place at least forty-five (45)
33 days prior to the mailing of nomination forms.

34 C. The State Executive Board may utilize the Election Committee in membership
35 balloting other than officer elections.

36 D. Upon receiving the State Executive Board notice to hold an officer election, the
37 Election Committee shall execute all officer elections in accordance with the
38 elections process established in the constitutions of ASEA/AFSCME Local 52 and
39 AFSCME, and the AFSCME Elections Manual, and Policy 22.00.000 of this
40 manual.

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

1 2.03.030 Grievance Review Committee

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

19 2.03.031 Right of Appeal

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

- 1 E. Appeals will be processed in an expedited manner. A panel of three (3) members of
2 the Grievance Review Committee shall meet as needed to hear and decide pending
3 appeals.
- 4 F. All proceedings shall be confidential, unless the member filing the appeal waives
5 confidentiality. All documents produced in support of or in opposition to any appeal
6 shall not be distributed to anyone other than the Business Agent, the member, the
7 Executive Director, and the members of the Committee hearing the appeal. Such
8 documents shall become a permanent part of the Union's grievance file.

9 2.03.032 Standards of Review

- 10 A. A panel comprised of members of the Grievance Review Committee shall meet as
11 needed to hear all pending appeals. The members of each Panel will be selected by
12 the Chair, who shall designate one Panel member to serve as Panel Chair. The
13 Executive Director (or his/her designee) will coordinate the hearing schedule. The
14 Panel shall not consist of co-workers of the appealing members. Any Panel member
15 who is biased or may appear to be biased shall withdraw.
- 16 B. Business leave will be authorized only for Panel members, for both preparation and
17 hearings. GGU members who are appealing decisions to the Panel shall be
18 responsible for their own expenses.
- 19 C. The Executive Director will forward all paperwork pertaining to the appeal issue to
20 the Hearing Panel members for review and to better prepare themselves to hear the
21 appeal. Panel members must safeguard all hearing documents from public view.
- 22 D. Neither ASEA/AFSCME Local 52 nor the appellant will be entitled to more than
23 two witnesses – in addition to the appellant, Steward, Business Agent, and Executive
24 Director – unless a request for additional witnesses is made in writing and received
25 10 calendar days prior to the date of the hearing. Hearings may be conducted
26 telephonically. Advance notice of the hearing shall be adequate to arrange the
27 presence of other witnesses deemed necessary by the participants or the Panel.
- 28 E. At the hearing the parties may present evidence and arguments. The right of the
29 parties to hear and cross-examine all witnesses shall be respected. The Panel Chair
30 shall assure that each side has a reasonable opportunity to present its case. However,
31 he/she may limit the length of testimony and make reasonable rulings to expedite the
32 proceedings, subject to review by the entire Panel.
- 33 F. If the panel needs additional information, it shall act together and not separately in
34 requesting additional information be provided by the Union staff or appellant. The
35 Panel members shall avoid individual contact with any party or witness during the
36 appeal process with regard to the subject of the appeal. In the event additional
37 information is requested, the hearing shall be postponed until the next Panel meeting,
38 at which time the Panel will hear and decide the appeal.
- 39 G. Once the Panel has heard all the evidence and arguments presented at the hearing,
40 the Panel shall deliberate in closed session. Such deliberations shall be confidential.
- 41 H. In making a decision, the Panel may consider the following:
- 42 1. all information provided to them by the parties, so long as both parties have
43 had an opportunity to review and respond to the evidence;
 - 44 2. the Union's budget for grievance/arbitration processing;
 - 45 3. the testimony and credibility of witnesses; and,

- 1 4. any other evidence or considerations which are necessary to an equitable
2 determination of the appeal.
3 The Panel may not consider facts, rumors, documents or other information, which
4 are not a part of the grievance file or supplied by the parties at the hearing.
- 5 I. The Panel shall not overturn the decision of the Union staff unless the evidence
6 establishes that ASEA/AFSCME Local 52 has acted in an arbitrary or discriminatory
7 manner, or in bad faith.
- 8 J. 1. If an appeal is granted, the Panel may:
9 (a) direct the grievance be advanced through Step IV;
10 (b) direct the settlement be rejected and the Union to proceed to
11 arbitration; or
12 (c) direct the grievance be advanced to arbitration.
- 13 2. If an appeal is denied, the Panel shall affirm the decision made by the Union.
- 14 K. The Panel's decision shall be final and binding on the Union and the member.
15 However, the Panel may reconsider their decision if, and only if, new evidence
16 becomes known after the decision has been issued that may have caused the Panel to
17 decide the case differently. The final decision may not be appealed to the Union's
18 State Executive Board or other Union board or officer.
- 19 L. The Panel's decision shall be sent in writing to the member with a copy to the
20 Executive Director, within 10 calendar days of the Panel's decision.

21 **2.03.040 ASEA/AFSCME Local 52 Political Action Committee**

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

28 **2.03.050 Presidents' Advisory Committee**

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

36 **2.03.060 Women's Issues Committee**

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

1 **2.03.070 Bush Community Committee**

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

9 **2.03.080 Probation/Parole Committee**

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

16 **2.03.090 Class I Committee**

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

22 **2.03.100 Next Wave Committee**

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

27 **2.03.110 Nurses Committee**

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

34 **2.03.120 ASEA Pride Committee**

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

1 **2.03.130 D.O.T. Special Issues Committee**

2 The D.O.T Special Issues Committee is created for the ASEA members who work for the
3 Alaska Department of Transportation department. The Committee’s purpose is to identify
4 worksite opportunities and concerns and to recommend solutions as outlined in Section
5 2.01.000. The D.O.T. Special Issues Committee will meet telephonically at least quarterly
6 and nay meet in face-to-face setting annually in lieu of a telephonic meeting.

7 **2.03.140 DPA Committee**

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

13 **2.03.150 Veterans Issues Committee**

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

19 **2.03.160 Information Technology Committee**

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

26 **2.03.170 Conservative Caucus**

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

31

32 **2.04.000 SPECIAL STATE EXECUTIVE BOARD COMMITTEES**

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

1 **2.05.000 COMMITTEES REQUIRED UNDER COLLECTIVE BARGAINING**
2 **AGREEMENTS**

3 2.05.010 General Government Unit Labor - Management Committees
4 Labor-Management Committees or any committee provided for by the GGU Collective
5 Bargaining Agreement shall be coordinated by the professional staff of the Union.

6 **3.00.000 AFFILIATIONS**

7 **3.01.000 American Federation of Labor – Congress of Industrial**
8 **Organizations (AFL-CIO)**

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

14 3.01.001 Alaska AFL-CIO Biennial Convention Delegates

- 15 A. ASEA shall send a delegation to the Alaska AFL-CIO Biennial Convention. The
16 delegation shall consist of the ASEA State Executive Board President, the ASEA
17 Executive Director, all ASEA Vice Presidents to the AFL-CIO, and the President of
18 each ASEA Chapter. In the event a Chapter President cannot or chooses not to attend,
19 they may appoint a member of their chapter to attend in their stead. If the above
20 individuals do not constitute a full slate of delegates, the State Executive Board may
21 appoint the additional seats, subject to the availability of sufficient funds. Such
22 appointments shall be made by the ASEA President, subject to approval from the State
23 Executive Board. An AFL-CIO Convention delegate must be a member in good
24 standing of ASEA, both at the time of the election and at the time the convention
25 convenes. A delegate who at the time of election meets the criteria, but does not meet
26 the criteria at the time the convention convenes, will be considered to have vacated the
27 position.
- 28 B. The Alaska AFL-CIO Constitution establishes the number of delegates that ASEA may
29 send to the Alaska AFL-CIO Biennial Convention, but does not set forth the manner by
30 which the delegates are selected, with one exception, as noted in 3.01.001 (C) below.
- 31 C. Under the Alaska AFL-CIO Constitution, the Executive Director is automatically a
32 delegate to the Alaska AFL-CIO Biennial Convention. The Executive Director is
33 eligible to represent ASEA by authority of Article IV of the Alaska AFL-CIO
34 Constitution.
- 35 D. The official delegate allocation for the Alaska AFL-CIO Biennial Convention will be
36 updated by the Alaska AFL-CIO prior to the opening of the convention. Article XII of
37 the Alaska AFL-CIO Constitution shall govern the number of votes each delegate shall
38 be allocated.
- 39 E. Only the Executive Director and delegates selected or appointed in accordance with
40 Section 3.01.001 A may serve as delegates to the Alaska AFL-CIO Convention. The
41 chair of the delegation shall be selected by the delegates.
42

1 **3.01.002 Alaska AFL-CIO Vice Presidents**

- 2 A. The Alaska AFL-CIO Constitution establishes the number of vice presidents who
3 represent ASEA on the Alaska AFL-CIO Executive Council.
- 4 B. The Executive Director is automatically designated a vice president from ASEA's
5 allotment per the Alaska AFL-CIO Constitution.
- 6 C. The delegation chair shall conduct a vote from among the delegates to determine
7 who from the delegation shall fill the remainder of the vice president allotment; in this
8 selection process, the top 5 vote-getters shall be deemed elected, and the chair shall only
9 vote to break a tie. The chair shall submit the names to the Alaska AFL-CIO President
10 for election. The term of office shall be determined under Article VII of the Alaska
11 AFL-CIO Constitution.
- 12 D. Should a vacancy in the office of vice president occur during the period between
13 Alaska AFL-CIO Conventions, the ASEA President shall appoint a member in good
14 standing, subject to approval from the State Executive Board, to complete the
15 remainder of the unexpired term.

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

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

29 **4.00.000 STATE EXECUTIVE BOARD PROTOCOL**

30 **4.01.000 ABSENCES**

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

40 **4.01.010 Voluntary Bumping**

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

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

4 **4.02.000 MEETINGS**

5 4.02.010 Scheduled Meetings

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

18 4.02.015 Unscheduled Meetings

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

35 4.02.020 Agenda

- 36 A. At least two weeks prior to the development of the agenda, the State Executive
37 Board Secretary, in coordination with the Union Staff shall notify all State Executive
38 Board members that agenda items are being solicited.
- 39 B. The Executive Director, under guidance of the Secretary, is directed to prepare or
40 cause to be prepared a document consisting of at least:
 - 41 1. An outline of the agenda.

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

6 4.02.030 Meeting Packets

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

8 **4.03.000 RULES OF STATE EXECUTIVE BOARD MEETINGS**

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

1 confidentiality of Executive Session and allow the discussion to become a matter of
2 record.

3 **4.04.000 PARLIAMENTARY PROCEDURES**

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

8 **4.05.000 RECORDKEEPING**

9 **4.05.010 Minutes**

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

22 **4.05.020 Polling**

- 23 A. The use of polls is limited to emergency and/or time-sensitive matters requiring
24 executive board action between scheduled meetings. Whenever possible
25 teleconferences should be considered in lieu of e-mail polls of the executive board.
- 26 B. Upon making a diligent attempt to contact all Board members, and as part of the
27 issuance of any email poll of the Executive Board, members will be advised to vote
28 by a time certain, with a response to both the President and Secretary. Any votes or
29 abstentions not submitted to both of those officers will not be recorded. The
30 Secretary shall report the voting results on an issue to the Board within two (2)
31 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 has
34 been executed, polls are not subject to reconsideration but are amendable only to
35 correct any typographical errors in the poll for purposes of the record.

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

- 37 A. In accordance with Article 8.01 of the ASEA/AFSCME Local 52 Constitution, the
38 State Executive Board shall report their actions to the delegates of each biennial
39 convention of ASEA/AFSCME Local 52. In addition to a record on the disposition
40 of resolutions from the prior biennial convention, the Secretary shall maintain a
41 record of motions, activities, and events over the two-year period, and submit such

1 record for approval at the State Executive Board's quarterly meeting prior to the
2 convention, for publication to the biennial convention delegation.

- 3
4 B. Within 30 days following the first quarterly Executive Board meeting after the close
5 of the Biennial Convention, the State Executive Board shall update all ASEA
6 members, on the progress of implementation of the Resolutions passed during the
7 Convention. Such updates shall be sent on email. For any ASEA member who does
8 not have email access, such updates shall be mailed to the address on file. Such
9 updates shall also be posted to the ASEA website.

10
11 Following each quarterly Executive Board meeting, the State Executive Board shall
12 update all ASEA members on the progress of the implementation of the Resolutions
13 passed during the Convention. Such updates shall be sent on email. For any ASEA
14 member who does not have email access, such updates shall be mailed to the address
15 on file. Such updates shall also be posted on the ASEA website.

16
17 Whenever a resolution has a final outcome, the State Executive Board shall update all
18 ASEA members on the final outcome and justification for the outcome, of the resolution.
19 Such updates shall be sent on email. For any ASEA member who does not have email
20 access, such updates shall be mailed to the address on file. Such updates shall also be posted
21 to the ASEA website.

22 4.05.040 State Executive Board Correspondence

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

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

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

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

1 **4.06.000 LEGAL REPRESENTATION**

2 4.06.010 Attorney-Client Confidentiality

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

10 4.06.020 Legal Contact

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

13 **4.07.000 ETHICS**

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

19 **4.08.000 VACANCIES**

20 4.08.010 Election Process

- 21 A. Vacancies on the State Executive Board may be filled on a temporary basis in
22 accordance with ASEA Constitution Article 7.07.
- 23 B. When a board position becomes vacant, the President shall give notice to the board of
24 the intent to fill the vacant position. Upon notice, the Executive Director shall notify
25 the constituent members represented by the vacant position that any eligible members
26 in good standing may submit their name for consideration by the date given. The
27 notice process shall not be less than fifteen (15) days prior to the election, and shall be
28 the nomination period.
- 29 C. Following the end of this nomination period, the Executive Board may request the
30 President re-open nominations of candidates from the remainder of the board for a
31 period of not less than 5 working days. Members so nominated for office must meet
32 eligibility requirements for that office.
- 33 D. If only one (1) member is nominated for the vacant position, then that member shall be
34 declared elected to that position. If more than one (1) member is nominated to fill the
35 vacancy, then the board shall proceed to conduct an election by secret ballot.
- 36 E. Ballot election. If a quorum of the board is present at the meeting, each board member
37 shall write his/her choice of candidate on a piece of paper and deposit it into a box (or
38 other suitable container) under the control of the Executive Director. At the request of
39 a majority of the board, the election may be conducted by electronic balloting,
40 including email. In the case of electronic balloting, the Executive Director shall notify

1 the Chair of the Elections Committee that an election for the vacancy will be taking
2 place by a date certain. Board members shall be directed to send their votes to the
3 Elections Chair, who will tally the votes received by close of business on the due date,
4 and report the results to the President and the Secretary of the Board. The Secretary
5 shall announce the vote tally to the Board and declare the winner. The Election Chair
6 shall forward hard copies of all election materials and reports, including emails, to the
7 Executive Director, who shall seal and store the ballots in the Union office for a period
8 of one (1) year.

9 **5.00.000 TRAVEL AND EXPENSES**

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

19 **5.01.000 RESERVATIONS**

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

29 **5.02.000 EXPENDITURES FOR UNION BUSINESS**

30 **5.02.010 Expense Report Form**

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

34 **5.02.020 Reimbursement of Expense**

- 35 A. All expense reimbursement requests must be accompanied by receipts for the
36 expenditure. If reimbursement is asked for without a receipt, a written explanation
37 should be provided. If the request is for reimbursement of a meal, the expense form
38 should contain the names of the individuals present, the purpose and the date.
- 39 B. Each individual must submit to the Executive Director requests for reimbursement
40 within sixty (60) days of completion of the authorized union activity. Any expense
41 not approved by the Executive Director, may be appealed to the Board. Any

1 expense report that exceeds \$500.00 (five hundred and no/100 dollars) and is over
2 sixty (60) days past the date of completion of the authorized union activity must be
3 approved by the Executive Board.

4 **5.02.021 Hotel Upgrades**

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

10 **5.02.022 Alcoholic Beverages or Marijuana**

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

12 **5.02.023 Transportation/Mileage**

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

34 **5.02.024 Airfare**

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

1 **5.02.025 Reservation Changes**

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

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

8 **5.02.026 Meal Allowance**

9 A. When the Union provides lodging for a member traveling in or out of State on Union
10 business and when a member is on travel status for at least three (3) hours, the member
11 is entitled to a meal allowance, as follows: midnight – 10:00 a.m., breakfast \$12.00;
12 10:00 a.m. – 3:00 p.m., lunch \$16.00; 3:00 p.m. – midnight, dinner \$32.00.

13 B. At the discretion of the Executive Director, and in compliance with the IRS code, an in-
14 town taxable allowance of up to sixteen dollars (\$16.00) may be paid to any member on
15 Union business for a minimum of four (4) hours within the geographic area where the
16 member lives. If the four (4) hours of Union business extends beyond 6:30 p.m., the
17 member may receive an additional meal allowance up to the limits listed in Section
18 5.02.026.A.

19 C. Upon request by the member, a one-time advance of up to one hundred fifty dollars
20 (\$150.00) shall be made available to all members serving in statewide elected
21 positions, for attendance at approved training seminars, meetings, conferences, and
22 conventions, and such advance must be returned at the end of their service. Meal
23 allowance checks will be sent out after events, upon receipt of the voucher indicating
24 attendance.

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

32 **6.00.000**
33 [RESERVED]

34 **7.00.000**
35 [RESERVED]

36 **8.00.000 SEXUAL HARASSMENT**

37 Sexual Harassment will not be tolerated, and it shall be the intent of ASEA/AFSCME Local
38 52 to maintain compliance with all applicable state and federal laws.

39 **9.00.000 STEWARDS**

40 The following procedures apply to all chapters.

1 **9.01.000 GOALS**

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

9 **9.02.000 DUTIES AND RESPONSIBILITIES OF STEWARDS**

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

14 **9.03.000 TRAINING OF STEWARDS**

- 15 A. All stewards will receive ASEA/AFSCME Local 52 or AFSCME steward training. It
16 is the responsibility of ASEA/AFSCME Local 52 professional staff to provide
17 mandatory statewide basic and advanced steward training at least every six (6) months.
18 B. The steward must take the mandatory basic training within six (6) months after being
19 elected or appointed in accordance with 9.05.000. Every effort shall be made to
20 notify the stewards of the basic training opportunity at least forty-five (45) days in
21 advance. Only the Executive Director may excuse an absence. Two (2) consecutive
22 unexcused absences from either a basic or advanced training opportunity following
23 election or appointment shall result in a written complaint referral being made for
24 action under Section 9.07.000.
25 C. Following basic training, the steward shall complete at least four (4) hours of
26 advanced steward training annually. Every effort shall be made to notify the
27 stewards of the advanced training opportunity at least forty-five (45) days in
28 advance. steward training opportunities at least forty-five (45) days in advance.
29 Failure to complete annual advanced training for two (2) unexcused consecutive
30 training opportunities when offered by the Union shall result in the matter being
31 escalated to the Chief Steward Review panel for action in accordance with ASEA
32 Local 52 Policies and Procedures Section 9.07.020.
33 D. Chapter Chief Stewards shall provide training on an interim basis. The ASEA
34 professional staff will provide a training module for this purpose. Interim training
35 does not substitute for mandatory basic and advanced statewide training.
36 E. When possible experienced and trained stewards should mentor less experienced
37 stewards to provide continuity of service to members and aid in the training of
38 stewards.

39 **9.04.000 GUIDELINES FOR STEWARDS (Procedures)**

- 40 A. When working on members’ cases, it is strongly recommended that stewards work in
41 pairs. This allows a primary and secondary steward to function on each case, provides
42 a “witness” at key meetings, and the secondary is available whenever the primary
43 steward is not available.

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

17 **9.05.000 SELECTION AND DISTRIBUTION OF STEWARDS**

- 18 A. The general policy of the Union is that there should be at least one (1) GGU steward
19 per thirty (30) GGU members. Chapters with less than thirty (30) members shall
20 have a steward. The municipal chapters shall have the number of stewards allowed
21 in their Collective Bargaining Agreement (CBA).
- 22 B. To be eligible to become a steward, a member must be a permanent status employee
23 in good standing with ASEA/AFSCME Local 52 for at least one (1) year. On-call or
24 short-term non-permanent employees are not eligible to become a steward.
- 25 C. Each chapter's executive board is responsible for conducting elections of stewards in
26 accordance with the AFSCME Elections Code.
- 27 D. In the event the required number of stewards is not filled by an election, then the
28 chief steward may appoint stewards with the approval of the chapter executive board
29 and verifying members' status with Union professional staff.
- 30 E. The steward's term of office shall expire three months after the expiration of the 3-
31 year Collective Bargaining Agreement. In the event a steward does not complete the
32 term, the chapter chief steward may appoint a steward in accordance with
33 9.05.000.D.3.
- 34 F. The Executive Director will provide a current list of GGU stewards to the State
35 Department of Administration and a current list of municipal stewards to the
36 appropriate municipality.

37 **9.06.000 STATEWIDE STEWARD STRUCTURE**

38 **9.06.010 Chapter Steward Committee**

- 39 A. Each chapter shall have a steward committee.
- 40 B. Stewards in a chapter shall make up the Chapter Steward Committee.
- 41 C. The Chapter Steward Committee shall have a Chief Steward elected by the stewards
42 from the Chapter Steward Committee.
- 43 D. All chapter stewards work under the general direction of the chapter chief steward
44 and the ASEA/AFSCME Local 52 professional staff.

- 1 E. The Chief Steward's term of office shall run concurrently with his/her term as an
- 2 elected steward.
- 3 F. In the event a chapter has only one steward that steward shall be the Chief Steward.

4 **9.06.020 Statewide Chief Stewards Committee**

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

17 **9.06.030 Member Action Team**

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

21 **9.07.000 DISCIPLINE AND REMOVAL OF STEWARDS**

22 **9.07.010 Steward Review Panel**

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

29 **9.07.020 Procedures**

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

1 charged steward. Charges need to provide specific reference to names, dates,
2 places, and the grounds for complaint. The Chief Stewards Committee shall
3 conduct a hearing to consider the action to be taken. A quorum of seven (7) is
4 required to conduct the hearing and take action. The steward shall have full due
5 process rights. A steward who is charged shall have the right to a hearing
6 before the ASEA/AFSCME Local 52 Judicial Panel.

- 7 B. In the event a complaint is brought against a chief steward, it is to be submitted to the
8 ASEA/AFSCME Local 52 Judicial Panel.
- 9 C. A steward **may** only be dismissed as a steward for a violation of **Article X** of the
10 AFSCME Constitution, or for the failure to perform the expectations, duties and
11 responsibilities as a steward under section 9.02.000.

12 **10.00.000**

13 [RESERVED]

14 **11.00.000 SEGREGATED ACCOUNTS**

15 **11.01.000 SETTLEMENT ACCOUNTS**

16 No segregated accounts shall be established without the authority of the State Executive
17 Board.

18 **11.02.000 BARGAINING & STRIKE RESERVE ACCOUNT**

19 11.02.010 Use of Assets

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

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

36 11.02.020 Investment Management

37 The State Executive Board shall utilize the services of an Investment Management
38 Consultant. The Investment Management Consultant shall report quarterly to the State
39 Executive Board and be responsible for advising the State Executive Board about the
40 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 condensed
3 report shall be made available to the membership for reporting purposes but in no case does
4 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 Statement
8 shall provide the State Executive Board with the principles and guidelines regarding
9 decisions relating to how the management of the assets of the Account are made and shall be
10 reflective of the fiduciary relationship that exists between the State Executive Board,
11 Investment Management Consultant, and the various individual money managers.

12 **12.00.000 UNION ACTIVITIES**

13 **12.01.000 MEMBERSHIP PARTICIPATION**

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

18 **12.02.000 DISABILITY ACCOMMODATION**

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

22 **13.00.000**

23 [RESERVED]

24 **14.00.000 DUES/FEES**

25 **14.01.000 AFSCME COST OF LIVING ALLOWANCE INCREASES**

26 It is determined by the State Executive Board that the ASEA/AFSCME Local 52
27 Constitution should reflect those dues that have been authorized by the membership to be
28 collected, plus whatever the dues are that have been authorized by AFSCME. Therefore,
29 every time there is a change from AFSCME in dues, the Constitutional language in Article 5
30 of ASEA/AFSCME Local 52 should be amended to reflect those dues actually being
31 deducted from paychecks of ASEA/AFSCME Local 52 members. Such amendment to the
32 language approved through AFSCME will not require ratification by the membership or
33 AFSCME because the mandate already exists within the approved language of Article 5,
34 Section 3, of the ASEA/AFSCME Local 52 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 payments
5 over an agreed period of time until all outstanding dues/fees are paid. A bargaining unit
6 employee executing such an agreement shall not be considered in good standing as a
7 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 only
13 in accordance with the collective bargaining agreements of those bargaining units that are
14 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 quarterly
17 meeting of the State Executive Board, including the union position or title of the
18 member and purpose for usage of such business leave.
- 19 B. A trust established by ASEA/AFSCME Local 52 shall be billed by ASEA/AFSCME
20 Local 52 for business leave used by its Board of Trustees in conducting the business
21 of the Trust.

22 **15.02.000 GENERAL USE**

- 23 A. Circumstances for which Business Leave shall be approved shall include but not be
24 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 Local
27 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 biennial
34 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 for
39 ministerial duties and member claims appeals.
 - 40 7. Business Leave for Chapter Use, see Policy 1.03.000.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 written
9 information from the Union.
10 B. An Information Request Form will indicate the purpose for which the information
11 will be used.
12 C. Upon receipt of an Information Request Form the Executive Director will
13 acknowledge to the requestor within ten (10) days the receipt of the information
14 request and the latest date by which the information request will be completed.
15 Requests routinely will be completed within fifteen (15) days unless circumstances
16 require an extended period of time. Completed requests shall either be approved and
17 the requested information provided, or shall be denied in writing, with citation to the
18 appropriate governing document where applicable.
19 D. Chapter requests will be given a higher priority for information requests, if the
20 information requested is time-sensitive and/or is required for Chapter elections.
21 E. Information requested by a State Executive Board member during a Quarterly
22 Business Session shall be provided during the meeting at which it is requested.
23 Information requested outside the Quarterly Business Meeting shall be provided as
24 soon as possible, but no later than 10 days from the date of request.

25 **17.00.010 ASEA/AFSCME Local 52 Logo/Letterhead**

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

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
41 chapter purposes as determined by the chapter that are consistent with the objectives

1 and principles of ASEA/AFSCME Local 52. The request shall include a sample of
2 what will be distributed and indicate the purpose for which the information will be
3 used and certify to confine the use of the information to such purpose. A mailing
4 house will provide a confidentiality statement to the Union.

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

6 **17.01.020 Roster of Chapter Members**

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

13 **17.01.030 Requests for Financial Information**

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

20 **18.00.000 FINANCIAL**

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

23 **18.00.010 Disbursement of Funds**

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

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

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

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

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

38 E. The Check Detail Report will then be forwarded to the Treasurer (or his/her board-
39 approved designee); it shall then be presented to the President (or his/her board-
40 approved designee) for approval.

41 1. Review by the Treasurer (or his/her board-approved designee). The
42 Treasurer (or his/her board-approved designee) shall review the Check Detail

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

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

9 (a) Upon receipt of the Treasurer's (or his/her board-approved designee)
10 signed approval to disburse, the President (or his/her board-approved
11 designee) shall be provided with the Check Detail Report signed by
12 the Treasurer (or his/her board-approved designee).

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

22 3. ACH, EFT and Wire Transfers shall follow the procedure outlined in E.1 and 2.

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

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

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

31 **18.00.020 Staff Authorizations**

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

35 **18.00.030 Expenditure Authorization**

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

38 **18.02.000 PERSONNEL**

39 **18.02.010 Staff Policy Manual**

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

1 **18.02.020 Staff Vacancies**

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

14 **18.02.030 Staff Termination**

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

17 **19.00.000 TELECONFERENCES**

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

22 **20.00.000 RATIFICATION**

23 **20.01.000 DUES RATIFICATION**

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

37 **20.02.000 RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT**

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

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

20 **20.03.000 STRIKE AUTHORIZATION VOTING POLICY**

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

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

21 **21.00.000 BONDS/LIABILITY/INDEMNIFICATION COVERAGE**

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

26 **22.00.000 ELECTION PROCESS FOR OFFICERS AND AFSCME**
27 **CONVENTION DELEGATES**

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

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

4 B. Nominating Petitions and Candidate Statements.

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

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

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

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

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

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

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

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

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

40 (a) Union Headquarters will mail a candidate's statement form to each
41 candidate. The form shall contain the standardized union disclaimer
42 noted in 22.00.000.B.8(c). Those candidates wishing to submit a
43 candidate's statement will use this form. Statements will be produced
44 in black and white. Please note that pictures/photos will appear much
45 darker than the original.

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

- 1 • the correct dates and deadlines.
- 2 • clear identification of the number of people to vote for.
- 3 • instructions which clearly indicate how to mark the ballot.
- 4 • if more than one (1) ballot is required, ballots shall be color coded to
- 5 properly identify the appropriate voting groups.
- 6 2. Candidates shall be listed on the ballot in random order as determined by the
- 7 Elections Committee.
- 8 3. The ballot shall minimally include the following instructions:
- 9 (a) Mark the ballot.
- 10 (b) Place the ballot in the envelope with “BALLOT” printed on it.
- 11 (c) Seal the “BALLOT” envelope and place it in the postage paid,
- 12 pre-addressed business reply envelope.
- 13 4. Upon final approval by the Election Committee, Union staff shall administer
- 14 the printing and mailing of the ballots and candidate statements. Staff shall
- 15 inspect the membership data provided by the state for accuracy and
- 16 completeness before transferring it to the mailing house.
- 17 (a) A master membership list shall be run at the same time the ballot
- 18 labels are prepared.
- 19 (b) Ballots mailed to locations which are not connected to the Anchorage
- 20 road systems will be mailed First Class.
- 21 (c) If a member, for whatever reason, is in need of a replacement ballot,
- 22 Union Headquarters shall provide the replacement ballot in a timely
- 23 manner.
- 24 5. Any problem with the election process should be brought to the Election
- 25 Committee’s attention as soon as possible. Notification can be by phone or
- 26 e-mail and should include all Election Committee members. Written
- 27 documentation of any such contact shall be kept by Union staff.
- 28 6. If problems involving an election arise that require investigation, the Election
- 29 Committee should oversee the inquiry.
- 30 E. If a third-party independent contractor is selected to count the ballots, the Election
- 31 Committee will provide them a key to the Election Committee Post Office box.
- 32 F. Security of Ballots.
- 33 1. All ballots are mailed to a U.S. Post Office box paid for and designated
- 34 solely for election purposes. During the election process, ballots shall be
- 35 retained at the U.S. Post Office until the designated time for the counting of
- 36 ballots.
- 37 2. During the election process, keys to the Election Committee Post Office box
- 38 are to be kept by the Election Committee Chair [or designee(s)].
- 39 G. Observers.
- 40 1. Each candidate may designate his or her own observer to be present during
- 41 the ballot counting. A candidate may not serve as the observer.
- 42 2. The observers may not assist in the actual conduct of the election, may not
- 43 engage in any kind of campaigning, may not wear buttons or badges in
- 44 support of a candidate, pass out leaflets, or attempt to discuss the election
- 45 with anyone while observing.

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

- 1 questioned ballots. If the number of questioned ballots is not large
2 enough to change the outcome of any of the contests, the Election
3 Committee is free to refuse to decide the questioned ballots. In that
4 case, the ballots remain in the sealed envelopes but are retained with
5 the rest of the ballots and the election records. If the number of
6 questioned ballots is great enough that it might affect the outcome of
7 one or more races, the Election Committee must then take up each
8 questioned ballot separately and, without opening the envelope, make
9 a decision as to whether or not the ballot should be counted. In those
10 cases where the Election Committee decides to count the ballot, the
11 envelope should be opened and the ballot deposited, unexamined, in
12 the now-empty ballot box. When all questioned ballots have been
13 disposed of, the ballots in the box should be counted and added to the
14 previous tally. A record should be maintained of the names of those
15 whose ballots were questioned and of the disposition of each.
- 16 (k) The ballots are then to be batched together into groups of 25
17 ballots/group. The Executive Director (or designee) will provide tally
18 sheets. A tally sheet goes with each group of 25 ballots. Votes are
19 then counted and recorded on the tally sheet. A second person must
20 confirm the vote count on each group of 25 ballots. Each person will
21 place their initials on the tally sheet.
- 22 (l) If the counting must be interrupted on the Election Day and continued
23 the following day, all materials must be secured for the night by
24 boxing up all election ballots, documents, and materials, and
25 temporarily storing these boxes in a locked room. The following
26 morning, all ballot materials are returned to the count area, and the
27 count resumed.
- 28 (m) In the event finalization of a count must be delayed, no Election
29 Committee member or volunteer working on the count shall divulge
30 preliminary results before the Election Committee certifies final
31 results.
- 32 3. Following batching and count, results are then consolidated and entered onto
33 a Summary Count Form [provided by the Executive Director (or designee)].
- 34 4. Results are then confirmed by the Election Committee.
- 35 (a) A signed, formal report is submitted by the Election Committee to the
36 Executive Director for distribution to the State Executive Board. The
37 report should state the total number of ballots counted, the final
38 count, and the number of disallowed and totally blank ballots. The
39 formal report shall also state the winner(s) of the election in
40 accordance with AFSCME Elections Manual procedures.
- 41 (b) All Candidates shall then be called by the Election Committee and
42 notified of the election results.
- 43 (c) The Elections Report shall be placed on the ASEA/AFSCME Local
44 52 web site.
- 45 5. Upon completion of the formal report, all election materials (including
46 counted ballots, tally sheets, return envelopes, disallowed and totally blank

- 1 ballots) must be boxed up, taped, secured, labeled, dated, and initialed by at
2 least two (2) Election Committee members. These boxes are then to be
3 archived in the secured storage of Union Headquarters for no less than one
4 year from the Date of Election.
- 5 6. Recount.
- 6 (a) In the event of a recount, the election boxes shall be unsealed in the
7 presence of Election Committee members and observers.
- 8 (b) The postage paid, pre-addressed business reply envelopes (with
9 required information) are to be checked off against the list of
10 members in good standing.
- 11 (c) The ballots are then to be recounted and results compared to the tally
12 sheets and final Summary Count Form.
- 13 (d) All disallowed ballots are then to be reviewed by Election Committee
14 members and observers.
- 15 (e) The Election Committee will submit a signed Final Report to the
16 Executive Director for distribution to the State Executive Board on
17 the results of the recount. All members of the Election Committee
18 participating in the recount are to sign the formal report.
- 19 (f) All Candidates shall then be called by the Election Committee and
20 notified of the election results.
- 21 (g) In order to notify the membership, the Elections Report shall be
22 placed on the ASEA/AFSCME Local 52 web site.
- 23 J. Run-Off Elections for Officers Only.
- 24 1. In the case no candidate receives a majority of the votes, a run-off election
25 for that office must be held. The ballot for a run-off election will contain two
26 (2) names for each office. In most cases this will mean listing the two (2)
27 candidates who ran first and second place during the original election.
- 28 2. If one of the top two vote-getting candidates withdraws, the third highest
29 vote-getting candidate will take their place. Only if all other candidates
30 withdraw from the race can a run-off election be avoided.
- 31 3. The run-off election shall be held on the dates identified on the original
32 Notice of Nomination and shall follow the same election rules as that of the
33 original election. This includes the preparation and mailing of the ballots,
34 security of the ballots, observers, and counting the votes. No new statements
35 from the candidates will be accepted. The original statements shall be
36 included with the run-off ballots.
- 37 4. The 30-day rule to conduct the election will apply to run-off elections.
- 38 K. Protests. A protest is not the same as a challenge. A challenge questions a
39 nominee's right to run for office and must be raised by a member before the election
40 is actually held. A protest questions the actual conduct of the election itself.
- 41 1. Protests and challenges shall be filed with the Election Committee in
42 accordance with Appendix D of the AFSCME Constitution.
- 43 2. Any protester or nominee adversely affected by a decision of the Election
44 Committee on a challenge or a protest may file an appeal with the AFSCME
45 Judicial Panel, which retains jurisdiction in all election matters.
- 46 L. Installation of Officers.

- 1 1. Newly elected officers have, in fact, been the officers of the Union from the
2 moment the Election Committee’s Report was presented to the Executive
3 Director for distribution to the State Executive Board and are legally bound
4 by the Obligation of an Officer.
- 5 2. Outgoing officers are obligated to turn over to their successors all books,
6 papers, and other property of the union, and they remain under bond until
7 they have done so. (AFSCME Local Union Elections Manual, “Installation
8 of Officers”)
- 9 M. Constitutional Amendments. Constitutional amendments may also be submitted
10 outside the Biennial Convention in accordance with Article 16.C, of the
11 ASEA/AFSCME Local 52 Constitution. Upon receipt the State Executive Board
12 will support, oppose, or reject the proposed constitutional amendment in such a
13 manner that the election may be held in accordance with the timelines in Article
14 7.05. of the ASEA/AFSCME Local 52 Constitution.
- 15 N. At the conclusion of the election cycle, the Election Committee shall provide a
16 comprehensive report to the State Executive Board, which includes at a minimum:
 - 17 1. Procedural problems or irregularities, and the resolution of problems or
18 irregularities.
 - 19 2. Ineligible candidate listing, and the reason for ineligibility.
 - 20 3. Minutes of all Election Committee meetings and/or teleconferences.
 - 21 4. Suggested improvements/changes for the next election cycle.

22 **23.00.000 COMMUNICATIONS**

23 **23.01.000 PUBLICATIONS**

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

26 **23.02.000 E-MAIL**

27 **23.02.010 E-Mail and Electronic Media**

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

34 **23.02.020 ASEA/AFSCME Local 52 E-Mail**

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

37 **23.02.030 Broadcasting from Union E-Mail System**

38

1 **23.02.031 Replies**

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

4 **23.02.032 Approval**

5 A. Union e-mail broadcasts must be limited to relevant union business and require
6 approval of the Executive Director or the ASEA Communications Coordinator.
7 Within two (2) working days of the request for approval, emails that are approved
8 will be forwarded to the ASEA Data Processing Technician and/or ASEA
9 Information Officer for broadcast pursuant to 23.02.040.
10

11 **23.02.040 Broadcast E-Mails to Members**

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

21 **24.00.000 OCCUPATIONAL CLASSIFICATIONS**

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

28 **42.00.000 [RESERVED]**

29 **98.00.000 POLICIES AND PROCEDURES**

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

32 **98.01.000 AMENDMENTS**

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

- 1 B. Notwithstanding the provisions of 98.01.000.A, addition of State Executive Board
2 committees under Section 2.00.000 may be made upon a simple majority vote of
3 the State Executive Board at a regular or special meeting, or by a poll. Such
4 committees shall be deemed created upon the report of this initial vote.
5 Membership shall be sent an advisory notice within 30 days of the creation of any
6 committee created under this section.
- 7 C. All amendments to this manual must be incorporated and made available to the State
8 Executive Board and Chapter Presidents and published on the ASEA website, within
9 30 calendar days of their adoption.

10 **98.02.000 SUSPENSION OF THE RULES**

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

13

1 **100.00.000 DEFINITIONS**

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

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

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

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

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

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

18 **Regularly Scheduled Meeting:** All quarterly meetings and any meeting of the State
19 Executive Board that meets the proper notice of meeting established in Article 8.05
20 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

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

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

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