

**FAIRBANKS NORTH STAR BOROUGH
EMPLOYEE'S ASSOCIATION LOCAL 6125
APEA/AFT
AFL/CIO**

BYLAWS

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PREAMBLE

This organization shall be known as the Fairbanks North Star Borough Employees Association Local 6125 / Alaska Public Employee's Association / American Federation of Teachers (AFL-CIO).

ARTICLE I – ORGANIZATION

Organization: The 'FNSBEA Local 6125', hereafter referred to as the 'Local' or 'APEA', shall elect a President, Vice President, Secretary and Treasurer. These four (4) officers plus the Employee Representatives shall constitute the Locals Executive Committee. The Executive Committee shall be the governing body of the Local. The Executive Committee shall establish and administer an annual budget, establish goals and priorities, formulate policy, and make necessary recommendations of legislative objectives for submission to the Local's APEA/AFT Statewide Board of Directors.

At least annually, the FNSB Mayor shall receive a list of names of the Executive Committee members with their titles. The Mayor also shall be notified when changes occur in the Executive Committee.

Fiscal Year: The business of the Local shall commence on July 1 and end on June 30 of the following year.

ARTICLE II – OFFICER ELECTION

Election: Local Officers shall be elected biennially in even numbered years no later than May 31, the same years as the Northern Region Political Subdivision Board of Directors election is conducted. The APEA Business Manager shall be notified of the results of the elections.

During years of negotiator elections, see Article X11-C.

Qualifications: Local Officers shall be members in good standing of the Local.

ARTICLE III – OFFICER DUTIES

A. President

The President shall preside at all meetings of the Local, appoint all necessary committees, be present at the APEA/AFT Biennial Caucus, and perform such duties as required or permitted by the bylaws of APEA/AFT or the Local. The President shall act as President of the Executive Committee. The President or their designee shall be a delegate to the biennial caucus of the APEA/AFT.

B. Vice President

It shall be the duty of the Vice President to perform the duties of the President in the absence of, or upon the request of, the President. It shall further be the duty of the Vice President to complete the term of the President should the President resign or otherwise be unable to complete his/her term. If the Vice President cannot complete the term of office for any reason, the Executive Committee may appoint a replacement.

C. Secretary

The Secretary shall keep accurate records and shall be custodian of the records (except financial) for the Local. The Secretary shall give notice of meetings as directed by the President and shall prepare copies of the minutes of all meetings of the Local. Copies of the minutes shall be sent by first class mail to the local APEA/AFT office within thirty (30) days of the meeting. Any subsequent correction or revision to the minutes will be included with the minutes of the following meeting. The Secretary shall be responsible for such other duties as may be required by the President or bylaws of the APEA/AFT and the Local. A roll call attendance of all Employee Reps and Local Officers shall be recorded by the Secretary, along with the total number of members present and included with the report of the proceedings of all meetings. If the Secretary cannot complete the term of office for any reason, the Executive Committee may appoint a replacement.

D. Treasurer

The Treasurer shall be custodian of the property of the Local including the Association leave bank, shall keep accurate accounts of all receipts and disbursements, and shall make an itemized report to the Local at each regular meeting. Local accounts shall be open at all times to all members only. The Treasurer may be bonded at the expense of the Local in the amount fixed by the Local. With the aid of the Local Officers, the Treasurer shall prepare an annual Local budget for the ensuing year to be submitted for approval to the Executive Committee and reported to the members at the annual General Membership Meeting. Local finances shall be subject to an audit by the APEA/AFT Finance

Committee. If the Treasurer cannot complete the term of office for any reason, the Executive Committee may appoint a replacement.

ARTICLE IV – EMPLOYEE REPRESENTATIVES

Purpose: To serve as coordinator between the Field Office and Management for members at the work sites.

Selection Procedures

A. An Employee Representative shall hold permanent status and be a member in good standing of the Local and the APEA/AFT.

B. The Executive Committee shall solicit recommendations for Employee Representatives from individual work sites as specified below.

C. Employee Representatives shall be appointed by the Executive Committee and confirmed by the APEA Field Office Manager biennially on even numbered years in the spring to coincide with Local Officer elections.

D. Number: The number of Employee Representatives selected at each work site shall not exceed what will be pro-rated based on the bargaining unit agreement. Local work site(s) are defined as the following or as bargaining unit agreement defines. Six (6) Employee Representatives shall be selected by work site(s) defined as follows:

1. Borough Administrative Offices and North Star Fire – 2 Employee Representatives.
2. Noel Wien Library and North Pole Branch Library – 1 Employee Representative.
3. Big Dipper, Mary Siah Recreation Center, and all Borough pools and parks – 1 Employee Representative.
4. Animal Control, Baler, Maintenance, Transportation – 1 Employee Representative.
5. At-large Employee Representative to be selected by the Executive Committee.

In the event that a work site submits no recommendation, an Employee may be appointed by the Executive Committee from the Borough wide membership to represent the work site(s). This shall be accomplished as soon as practical.

Term of office shall be two (2) years, so long as the Employee Representative remains at the work site where selected.

Duties

- A.** Employee Representatives shall be familiar with the terms of the bargaining unit agreement and the APEA/AFT and Local 6125 bylaws.
- B.** Assist members with job related disputes and grievances.
- C.** Participate in Employee Representative training.
- D.** Distribute FNSB/APEA information.
- E.** Orient new employees regarding APEA.
- F.** Conduct polls and surveys.
- G.** Organize members for employee actions.
- H.** Solicit information for negotiators.
- I.** Recommend candidates for the Negotiating Committee and advisory boards.
- J.** Attend the Local's meetings.
- K.** Work with professional staff and provide all information obtained in the investigation of a grievance or complaint.
- L.** Employee Representatives may submit to the Board of Directors a list of requested training programs for consideration.
- M.** Hold a seat on the Executive Committee to represent the interests of members from the work site.

ARTICLE V – ATTENDANCE RESPONSIBILITIES AND REMOVAL PROCEDURES

Attendance

- A.** An Executive Committee member may forfeit their office if they have more than three (3) unexcused absences from meetings scheduled by the President or the Board in a fiscal year, or

- B.** They have missed more than 50% of the meetings scheduled by the President or the Board during any six (6) month period.
- C.** Excused absences shall be any absence that:
 - 1. Has been reported to the President in advance of the meeting, or
 - 2. Is due to the injury or illness of the Board member or a member of their family.
- D.** Any other absence shall be considered unexcused.

Removal Procedure

- A.** The President shall chair the Conduct Committee. The Conduct Committee shall be responsible for removal procedures.
- B.** A Local Officer accused of malfeasance, misconduct, dereliction of duties or failure to carry out objectives and policies of the Association and the office held will, upon petition by thirty (30) percent of the members empowered to elect, be subject to a vote to remove. The narrative of the petition shall include the charges. The petition shall include documentation of the charges. Membership status of the petition signers must be verified within five (5) days. A copy of the petition shall be provided to the Local Officer within five (5) days after verification of petition.
- C.** The accused Local Officer shall have fifteen (15) days to submit written rebuttal to the Conduct Committee.
- D.** Twenty (20) days after verification of the petition for election a ballot shall be sent out. Included with the ballot shall be the written accusation and written rebuttal by the accused, if submitted. Members voting will have fifteen (15) days to return their ballots.
- E.** Retention or removal will be decided by a simple majority of votes cast.

ARTICLE VI – MEMBERS RIGHTS AND RESPONSIBILITIES

Definition: A member in good standing is a FNSB employee who is a dues paying member of the Local. Members in good standing shall be entitled to hold office and serve on the committees.

- A.** Members shall elect:
 - 1. Local Officers
 - 2. Negotiators
 - 3. Directors of the Board

4. Delegates to the AFT Convention
- B.** Members shall vote to approve or reject:
1. Negotiated Agreements
 2. Strike Vote
 3. Local Dues
 4. Assessments
 5. State Federation Constitution and Bylaws and Local Bylaws
 6. Changes of State or Federation affiliation
 7. Letters of Agreement shall be subject to approval in accordance with these Local Bylaws
- C.** Members may remove by vote:
1. Local Officers
 2. Delegates to the AFT Convention
 3. Directors of the Board

ARTICLE VII – VOTING

- A.** The vote on all business regarding the Local may be taken verbally of all members present, but when one-fifth (1/5) of the members present demand a 'yea' or 'nay' vote be taken, it shall be done by a 'show of hands' vote. Also, upon demand of one-fifth (1/5) of all members present, a secret ballot shall be used.
- B.** Election of Officers and Contract Negotiating Committee members (and the removal of Officers) shall be by secret ballot. Members shall have the ballot delivered or mailed to them at least fourteen (14) days before the election. Any member with an excused absence authorized by the President or Vice President may vote by absentee ballot submitted to the President or Vice President prior to the meeting.
- C.** Voting by proxy will be permitted only to the extent that one (1) member may carry not more than one (1) proxy. Proxy votes shall be registered at the beginning of the meeting. Authorization shall be in writing.
- D.** Election of Officers and Contract Negotiating Committee members shall be decided by a plural majority of votes cast.

ARTICLE VIII – COMMITTEES

The President of the Local may appoint the following committees:

A. Standing Committees

1. Bylaws
2. Nominations and Elections

B. Special Committees

1. Entertainment
2. Audit
3. Conduct – If the Conduct Committee is being appointed to investigate misbehavior on the part of the Local President, the committee members shall be appointed by the Vice-President.
4. Other committees as needed.

ARTICLE IX – MEETINGS

Regular meetings may be held at such intervals as the Local may desire. Regular meetings of the Local shall be held monthly, quarterly, or bi-annually as designated by the Local Executive Committee. Advance notice of the meetings shall be posted in designated areas.

A. Annual General Membership Meetings

FNSBEA will hold an Annual General Membership Meeting

1. Annual Local General Membership meetings may be held in the month of June following the APEA/AFT Biennial Caucus and shall include any business requested by the Board of Directors.
2. The annual Local meeting may include installation of officers and presentation of the Local budget.
3. A directory of officers and Employee Representatives shall be published following the annual Local meeting and distributed to Local members, the Board of Directors, and the APEA Field office.

B. Special Meetings

Special meetings shall be called by the Local President or by him/her on request of:

1. The APEA/AFT Statewide Board of Directors, or
2. Three or more members of the Local Executive Committee, or
3. Ten (10) Local members or 10 percent of the Local membership; whichever is less.

C. Quorum: For purposes of the General Membership Meeting a quorum shall consist of ten (10) members, one of which must be an elected officer. For purposes of the Executive Committee meetings, a quorum shall consist of four (4) members, one of which must be the President or Vice-President.

D. Rules of Order and Order of Business

1. Rules of order: The proceedings of all meetings of the Local shall be governed by Robert's Rules of Order Revised when not in conflict with the Articles of Incorporation or Bylaws of the APEA/AFT or Local.

2. Order of business: The order of business at Regular Meetings shall be as follows:

- a. Call to order
- b. Roll call of Officers and Employee Reps
- c. Reading and approval of minutes
- d. Treasurer's report
- e. Correspondence and bills
- f. Report of the Local Executive Committee
- g. Report of the Standing Committee
- h. Report of Special Committees
- i. Elections
- j. Unfinished business
- k. New business
- l. Announcements
- m. 'Good of the membership'
- n. Adjournment

Special meetings shall be limited to the approved agenda.

ARTICLE X – HANDLING OF FUNDS

All cash receipts shall be promptly deposited in the Local's bank account. Funds shall be disbursed only by check signed by the Treasurer and President or Vice President. All expenditures above \$100.00 shall be approved by the Executive Committee.

ARTICLE XI – BYLAW AMENDMENTS

Proposed amendments to these bylaws must be read at a regular meeting of the Local and posted for a period of two (2) weeks in places available to all members, after which a vote may be taken at any time and approved by two-thirds (2/3) of all votes cast.

ARTICLE XII – CONTRACT NEGOTIATIONS

Contract Proposals and Negotiators: For purposes of contract negotiations, only the APEA/AFT members of the Local will determine the content of the Local's proposals or settlement. At least thirty (30) days prior to commencement of negotiations for a collective bargaining agreement, a meeting of the negotiators shall be convened. The meeting will be for the purpose of formulating the initial contract proposal.

A. Selection of the Contract Negotiating Committee – The Contract Negotiating Committee shall consist of four (4) primary negotiators and two (2) alternate negotiators. It is the goal to have two (2) primary negotiators and one (1) alternate negotiator selected from the APEA members working at the Borough sites/facilities other than the Borough Administrative Center (BAC) and two (2) primary negotiators and one (1) alternate negotiator selected from APEA members working at the BAC.

Following the formula set out above:

B. The Executive Committee shall initiate this selection process by contacting Local 6125 members to obtain nominees for the positions. The nominees shall be divided into two groups, one for the BAC and one for Sites/Facilities. The two candidates from each group who receive the most votes shall be primary negotiators. The candidates from each group who receive the third most votes shall serve as the alternate negotiators.

C. The Contract Negotiating Committee shall be elected no later than April 30 of the year prior to the expiration of the Collective Bargaining Agreement.

D. Authority of Negotiators – Only the Contract Bargaining Committee shall have the authority to do the following:

1. Prepare and distribute to all Local members a survey requesting input and/or guidance for any upcoming negotiations with the Fairbanks North Star Borough.
2. Negotiate ground rules prior to negotiations.
3. Modify the contract proposal during negotiations.
4. Reach tentative agreement on a contract proposal.
5. After ratification of a tentative agreement, to sign, along with the Business Manager (and his/her designees), such agreement.
6. Declare impasse and call for a strike vote authorization.
7. After a certified vote to strike has been obtained, call a strike.
8. During negotiations, make news releases pertaining to negotiations.
9. Communicate with the APEA members concerning negotiations.

10. Select a staff member of APEA to act in a capacity designated by the Contract Bargaining Committee. This may include acting as Contract Bargaining Committee spokesperson.

E. During negotiations, the Contract Bargaining Committee shall inform the Local Executive Committee, on a regular basis, of the progress and development of the negotiations.

F. When a tentative agreement on the entire contract is reached, the Negotiating Committee shall:

1. Within fifteen (15) working days prepare a synopsis of the tentative agreement and conduct a meeting with all Local members to answer questions about the tentative agreement.
2. Conduct a ratification vote of Local members. Ratification ballots may be included with the written synopsis.

G. If an impasse occurs during negotiations, the Negotiating Committee, with the concurrence of the Executive Committee, shall poll all the bargaining unit members by a meeting and/or by mail as to whether a strike vote should be taken. The question shall be decided by the majority of votes cast. The Negotiating Committee members shall make a statement of their individual opinion, either written or verbal or both, to the Local membership before the vote is taken.

H. In the event that a negotiator resigns, submits an intention to do so, or leaves the bargaining unit for which he/she negotiates, the Executive Committee shall immediately notify the alternate negotiator and bargaining unit members that the alternate is to be the negotiator. In the event that both a negotiator and the alternate resign, the Executive Committee shall appoint replacements.

I. A motion to remove a member of the Negotiating Committee can come only from another member of the Negotiating Committee or the Executive Committee. A member of the Negotiating Committee may only be removed by majority vote of the Local employees in the part of the Borough he/she represents.

J. Letters of Agreement – After the contract has been ratified, letters of agreement modifying the contract may be negotiated between Administration and the Negotiating Committee. Such agreements shall require signatures of the Negotiating Committee. Any contract modifications which affect wages and benefits of the membership, shall be put before the membership for a vote.

APPENDIX A – BOARD OF DIRECTORS

The APEA/AFT Statewide Board of Directors is composed of sixteen (16) voting and one (1) non-voting members (and alternates). Each Director shall be elected by the membership of the areas represented, voting by mailed ballot. The FNSB Local is represented by the person elected as the Northern Region Political Subdivision Board of Director and this election occurs in even numbered years. The Board of Directors are elected to manage the affairs, activities and properties of the State Federation. They are the Vice-Presidents of APEA/AFT.

APPENDIX B – APEA/AFT BIENNIAL CAUCUS

Definition: The APEA/AFT Biennial Caucus is a statewide meeting of delegates and/or alternates.

Locals shall send delegate(s) to a Caucus to address regional and statewide concerns, and provide input to the APEA/AFT Statewide Board of Directors. The Local's Bylaws shall provide for the selection of delegate(s), provided they are consistent with the requirements of the AFT Constitution.

Allocation of Biennial Caucus Delegates – The APEA/AFT Biennial Caucus is a statewide meeting of delegates and/or alternates held in even numbered years.

A. Locals that are chartered as AFT Locals, which have membership of twenty-five (25) or less, shall receive one (1) delegate. For each 100 members or agency fee payers, or major fraction thereof, they shall be entitled to one additional delegate.

B. The Locals shall notify APEA/AFT, not less than thirty (30) days prior to the start of Caucus, with the names of their delegates to the Caucus.

C. Delegates to the APEA/AFT Biennial Caucus are selected by the Executive Committee of the Local.

D. Voting: Voting by proxy will be permitted only to the extent that the member in good standing of APEA/AFT may take the place of the delegate in their absence. The proxy may specify the specific motion or resolution covered by the proxy and may specify how the issue, motion, resolution will be voted on his/her behalf. A proxy must be verified by the President and placed into the record at the time it is presented at caucus prior to any vote(s) to be conducted.

APPENDIX C – AFT CONVENTION

Selection of delegates: All Locals shall have provisions in their constitutions or bylaws, which provide for the selection of delegates in accordance with the AFT Constitution. The delegates to the AFT Convention will be selected in even numbered years in the event the FNSBEA votes to send a delegate.