

BY LAWS
City of Bethel
Employees Association

**Article I
EXECUTIVE BOARD**

Section 1. MEETINGS: The Executive Board Shall meet at such time and places as it may determine, or upon the call of the Local President. Notice of meetings shall be given by the Secretary to all members of the Executive Board at least seven days preceding the day of the meeting unless such notice shall have been waived. At least twelve meetings of the Executive Board shall be held in each fiscal year.

The Local President shall preside at all general membership meetings of the CBEA.

**Article II
STRUCTURE OF ORGANIZATION**

Section 1. The CBEA will be structured on a basis representing employees who are within work related areas that facilitates communication. These areas are not based on the City management definitions. The areas are as follows:

<u>Police</u>	<u>Fire</u>	<u>Administration</u>
Police Dept	Fire Dept	Finance Dept. Personnel Dept. Planning Dept.
<u>General Services</u>	<u>Public Works</u>	
Senior Center Teen Center City Port	Public Works Dept. Maintenance Dept. Utilities Dept.	

**Article III
OFFICER DUTIES**

Section 1. LOCAL PRESIDENT

Length of term: Two (2) years
Election: As per Article VI, CBEA Constitution

Additional Duties:

The Local President shall preside over all meetings and special meetings, maintain day-to-day affairs, receive and report all correspondence, and performs other duties that pertain to this office.

The Local President shall be, by office, a delegate to the annual caucus of the Alaska Public Employees Association/AFT.

Section 2. VICE PRESIDENT

Length of term: Two (2) years
Election: As per Article VI CBEA Constitution

Additional Duties:

The Vice President, shall, in the absence or disability of the Local President perform the duties and exercise the powers of the Local President.

Section 3. SECRETARY

Length of term: Two (2) years [THIS POSITION SHALL BE ELECTED IN ODD YEARS WITH THE INITIAL TERM BEING ONE YEAR]
Election: As per Article VI, CBEA Constitution

Additional Duties:

The Secretary shall attend all meetings of the Executive Board and General Membership Meetings and shall keep and maintain a book of minutes of all meetings, showing the time and place of the meeting, whether it was regular or special, and if special, how authorized, the notice given and the names of those present at the Executive Board. Shall record and keep accurate minutes of the proceedings thereof. Shall keep and maintain a current membership list showing the names of members and their addresses. Shall assist the Local President in handling the correspondence of the CBEA.

The Secretary shall transmit to the APEA/AFT Business Manager of the APEA/AFT, a copy of the minutes of Local meetings.

Section 4. TREASURER

Length of term: Two (2) years [THIS POSITION SHALL BE ELECTED IN ODD YEARS WITH THE INITIAL TERM BEING ONE YEAR]

Election: As per Article VI, CBEA Constitution

Additional Duties:

The Treasurer shall have custody of the funds of CBEA; shall keep full and accurate accounts of receipts and disbursements in books belonging to the CBEA; shall deposit all moneys and other valuable effects in the name and to the credit of the CBEA in such depositories as may be designated by the Executive Board; shall disburse CBEA funds as may be ordered by the Executive Board, taking proper vouchers for such disbursements, and shall render to the Local President and the general membership at its regular meetings, or when the Executive Board so requires, an accurate accounting of all transactions and of the financial conditions of CBEA.

The Treasurer shall transmit to the finance officer of the APEA/AFT, a list of the current membership.

**Article IV
COMMITTEES**

Section 1. The Local President shall, subject to the approval of the Executive Board, appoint such standing and special committees as the Local President shall deem necessary.

The Local President shall be an ex officio member of all committees, except the Nomination/Elections Committee, and shall have all the privileges of membership thereon.

Each committee shall transact such business as is delegated to it in the By-Laws and such additional business as may be referred to it by the Local President or the Executive Board. Except where special authority is given by the Executive Board, such committees shall not take action until a report has been made and approved by the Executive Board.

Section 2. **STANDING COMMITTEES**

The standing committees shall function as defined in the CBEA Constitution, Article V.

Section 3. **NOTSTANDING COMMITTEES**

Grievances: Three Grievance Officers shall compose this committee as follows:

1. One Employee Representative designated by the Executive Board.
2. The Vice President.
3. One at large member.

This committee shall handle grievances at all levels subject to restrictions of the CBEA Constitution and these By Laws and shall report to the Executive Board.

Membership: The Membership committee shall consist of at least two members. They shall maintain incoming and outgoing membership. The committee shall report to the Treasurer.

Negotiating Committee: The Negotiating Committee shall consist of not more than five members of CBEA who shall represent the various areas of the CBEA membership. The Chairperson shall be one of the members and shall be appointed by the Local President. The negotiating committee shall be responsible for researching issues prior to and during the course of negotiations.

**Article V
EMPLOYEE REPRESENTATIVES**

Section 1. Purpose:

To serve the members at the work site.

Section 2. Definition:

An Employee Representative is a member in good standing elected at the work site(s) by the members of the bargaining unit.

Section 3. Election:

Only the members at a work site may vote to elect or remove their

Employee Representative(s).

Section 4. Duties:

- A. Shall be familiar with the terms of the bargaining unit agreement, CBEA Constitution and Bylaws,
- B. Assist members with job related disputes and grievances,
- C. Participate in Employee Representative training,
- D. Distribute CBEA, APEA/AFT and AFT information,
- E. Orient new employees to the CBEA,
- F. Conduct polls and surveys,
- G. Organize members for employee action,
- H. Solicit information for the Negotiating Team,
- I. Work with professional staff and provide all information obtained in the investigation of a grievance or complaint, and
- J. Attend Local meetings.

**Article VI
CONTRACT NEGOTIATIONS**

Section 1. CONTRACT PROPOSAL

For purposes of contract negotiations, only the CBEA members of a collective bargaining unit will determine the content of the unit's proposal or settlement.

Section 2. SELECTION OF THE NEGOTIATING TEAM

The team shall consist of a maximum of five (5) positions. Alternates shall be elected for each position. The team shall be one member for each area listed in Article II of these By Laws, elected by that

areas membership.

Alternates to the negotiating team shall be the individual receiving next highest vote count for that respective position.

In accordance to the APEA/AFT By Laws, an APEA/AFT staff member shall be on the negotiating team. As per Article XII, CBEA Constitution.

Section 3 . NEGOTIATORS AND ALTERNATES

All negotiators and alternates shall be elected by the membership of CEA.

At least nine (9) months prior to the expiration of a bargaining unit agreement, the Local President will send notification to all Employee Representatives in the bargaining unit soliciting candidates for the positions of negotiators. Each candidate shall be allowed one (1) type written resume to be mailed to the Executive Board for consideration as a negotiating team member.

Alternates shall possess the authority of the negotiator only in the absence or resignation of the negotiator.

Section 4. NEGOTIATIONS COMMITTEES

Negotiations committees will be either appointed, elected, or on a voluntary basis by the membership of each area. The purpose of these committees is to facilitate communication with the negotiation team and the membership.

Section 5. AUTHORITY OF THE NEGOTIATING TEAM

- A. Prepare and distribute to all bargaining unit members with input from the Employee Representatives and Negotiations Committees; a membership-wide survey requesting input and guidance for any upcoming negotiations.
- B. Modify the contract proposal during negotiations.
- C. Reach tentative agreement on a contract proposal.
- D. After ratification of a tentative agreement along with the

Local President sign such agreement .

- E. Declare impasse and call for a strike vote authorization.
- F. During negotiations, in conjunction with the Local President, make news releases pertaining to negotiations.
- G. Communicate with the membership of CBEA concerning contract negotiations.
- H. With the concurrence of the CBEA Executive Board, select for hire one or more assistants, who need not be members of the CBEA to act in a capacity designated by the negotiating team.

Section 6. RESPONSIBILITIES OF THE NEGOTIATING TEAM

- A. During negotiations, the negotiations team shall inform the CBEA Executive Board, Employee Representatives and Negotiations Committees at least monthly of the progress and development of negotiations.
- B. Within fourteen (14) working days provide all members of the collective bargaining unit a copy of the tentative agreement or the employer's final offer in a suitable format to show comparison of old contract language and all proposed changes, and a written opinion specifying the pros and cons of the agreement.
- C. Through consultation with and concurrence of the Employee Representatives, determine what visits are required to answer questions about the tentative agreement, before ratification ballots are mailed to the membership.
- D. Conduct a ratification vote of CBEA members of the bargaining unit.

Section 7. IMPASSE PROVISIONS

If an impasse occurs during negotiations, the negotiating team shall poll all of the Employee Representatives of the bargaining unit as to whether a strike vote should be taken. The question shall be

decided by a majority of votes cast. The Employee Representatives shall provide all of their members with such information and statements, and shall cast their vote according to the will of a majority of their members.

If the majority vote is cast yes, then the negotiating team shall poll all the members of the bargaining unit regarding a strike vote.

Section 8. LETTERS OF AGREEMENT

All affected members within the bargaining unit shall vote on letters of agreement.

**Article VII
AMENDMENTS**

Amendments to these by Laws are as per Article XII, CBEA Constitution

**Article VIII
RIGHTS OF MEMBERS**

Definition: Member in good standing, is a City of Bethel employee who is a dues paying member to the CBEA for a period of six months and has remained a member subsequently.

Section 1. Members in good standing shall be entitled to vote on all general administrative matters coming before the CBEA. Only members of CBEA shall be entitled to vote on contract administration matters pertinent to their local, i.e. contract ratification, strike votes, legal defense, etc.

Section 2. Members in good standing shall be entitled to hold office and serve on committees.

Section 3. Official publications of the CBEA shall be sent without charge to members in good standing and may at the discretion of the Executive Board be sent to city employees who are not members.