



**KETCHIKAN GATEWAY BOROUGH LOCAL 6137 UNIT OF THE APEA/AFT STATE
FEDERATION**

LOCAL BYLAWS

Approved 1.29.2019

PREAMBLE

This organization shall be known as APEA/AFT Local 6137 (hereafter known as the Local or KGBL). Any conflict with the Constitution or Bylaws of the Alaska Public Employees Association/American Federation of Teachers (AFL/CIO) or the American Federation of Teachers shall be resolved in favor of the Constitution or Bylaws of the Alaska Public Employees Association/American Federation of Teachers (AFL/CIO) (hereafter known as APEA/AFT) or the American Federation of Teachers (hereafter known as AFT).

Appendix A - Local 6137 Policy & Procedures, attached hereto, is a binding addition to the bylaws.

SECTION I – DEFINITIONS

A. Voluntary Fee Payer:

1. An employee in a collective bargaining unit who does not choose to be a member of the Local, but volunteers to pay a Voluntary Fee to APEA/AFT.
2. Voluntary Fee Payers are not entitled to the rights and responsibilities of a member as set out in Section II.

B. APEA Membership Options:

1. All Local Collective Bargaining Agreements shall, if possible, contain a provision giving all bargaining unit members the option to be Members or Voluntary Fee Payers of the Local 6137 APEA/AFT.

C. Collective Bargaining Agreement (CBA):

1. A written, mutually negotiated, ratified, signed and dated Contractual Agreement between the Ketchikan Gateway Borough and the APEA/AFT and representing the Local 6137 APEA/AFT Employee Group.

D. Core Services:

1. As defined in the Constitution of the APEA/AFT; and

2. Contract Administration Service shall include all “core services” as provided for by the APEA/AFT Constituion.

E. Day:

1. A day is a calendar day.

F. Labor Management Committee (LMC):

1. A Committee composed of up to four (4) Employer Representatives and up to four (4) LMC Committee members from the Local 6137 APEA/AFT Employee Group.

G. Safety Committee:

1. A Committee composed of up to four (4) Employer Representatives and up to four (4) LMC Committee members from the Local 6137 APEA/AFT Employee Group.

H. Letter Of Agreement (LOA):

1. A signed written Agreement between the Ketchikan Gateway Borough and the APEA/AFT representing the Local 6137 APEA/AFT Employee Group.

I. Local Bylaws:

1. Rules, Policy, and Procedure that govern how the Local operates.

J. Local Dues:

1. An amount collected from a member by the Local. Per Capita paid to the State Federation is included in the Local Dues. Local Dues may also include an additional amount as voted on by the Local.

K. Local Initiation Fees:

1. An amount collected from each new employee who becomes a member of the Local, to be collected once in a member’s lifetime.

L. Mailout Ballot:

1. Ballots which are mailed to all eligible members at their last known personal mailing address.

M. Mandatory Subjects of Bargaining:

1. Anything in the Collective Bargaining Process that pertains to Wages, Earnings, Benefits, or Working Conditions.

N. Majority Vote:

1. An increment of 51% or greater of all votes cast.

O. Memorandum of Understanding (MOU):

1. A signed written Agreement between the Ketchikan Gateway Borough and the APEA/AFT representing the Local 6137 APEA/AFT Employee Group.

P. Mutual Agreement:

1. An Agreement that is made between all Parties involved and affected.

Q. Non-profit Status:

1. The Local is a non-profit corporation.

R. Parties:

1. Is defined as the KGB Employer, the APEA/AFT, and each Local 6137 APEA/AFT Member in good standing.

S. Per Capita:

1. An amount collected from a member to fund the operation of the State Federation. Per Capita includes:
 - a. core services;
 - b. contract administration services; and
 - c. affiliation costs.

T. Unit:

1. Each of the three (3) Units of the Local 6137 are divided by the following Departments:
 - a. Accounting, Animal Control, Assessing, Planning, Revenue and Public Works;
 - b. Airport and Fire Departments; and
 - c. Transit.

U. Unfair Labor Practice (ULP):

1. Unfair Labor Practice (ULP) is a Charge that is filed with the Alaska Labor Relations Agency (ALRA) or the National Labor Relations Agency (NLRA) against Unions or Employers who violate the National Labor Relations Act 1935.

SECTION II – MEMBER

A. Definitions:

1. A person who is paying per capita to the KGBL and who otherwise meets eligibility requirements. A member in good standing is one who is currently paying per capitass, who does not owe the State Federation any money and who meets all of the requirements set forth in Section II, B (1& 2). To be eligible to hold a KGBL Office, the individual must remain a member in good standing.

B. Eligibility:

1. All employees of the Ketchikan Gateway Borough that have been hired into positions that have been determined to be represented by the APEA/AFT or the State Labor Relations Board.
2. Permanent seasonal or laid off employees who are either paying per capitas or have paid per capitas within the preceding twelve (12) months shall have the right to vote after paying one month of Local back dues.

C. Member Rights & Responsibilities:

1. Members shall elect:
 - a. Local Officers;
 - b. Unit Representatives; and
 - c. Delegate(s), as defined by the APEA/AFT Constitution, to the APEA/AFT Biennial Caucus in addition to the Local President.
2. Members shall vote to approve or reject:
 - a. Bargaining Unit Agreements;
 - b. Local Dues;
 - c. Per Capitas;
 - d. Assessments;
 - e. Initiation Fees, amounts and exemptions;
 - f. Local Budget and business;
 - g. State Federation and Local Constitution, Bylaws and Articles of Incorporation;
 - h. Changes of State Federation and Local Affiliation; and
 - i. Letters of Agreements or Memorandum of Understandings shall be subject to approval in accordance with the Local Bylaws or Constitution.
3. Members may remove by vote:
 - a. Local Officers;
 - b. Unit Representatives; and
 - c. Delegate(s) to the APEA/AFT Biennial Caucus.
4. Members may recommend Collective Bargaining Agreement objectives to the Negotiators.

SECTION III – ORGANIZATION

A. Local Officers:

1. The Local shall elect a:
 - a. Local President;
 - b. Local Vice-President;
 - c. Local Secretary; and
 - d. Local Treasurer.
2. Qualifications:
 - a. A person seeking a Local Office shall have completed the negotiated probationary

period and been a member in good standing of the Local and the APEA/AFT prior to the date of their nomination and maintain that status throughout their term.

3. Selection:
 - a. The Local Officers shall be nominated and elected by members in good standing at the Local Annual Meeting;
 - b. Thirty (30) days prior to the Local Annual Meeting, nominations for Local Officers will be opened;
 - c. To be elected, a candidate must receive the majority of the votes of those cast by ballot; and
 - d. The incumbent President, Vice-President, and Secretary/Treasurer shall conduct the election of the Local's Officers.

4. Term of Office:
 - a. Local Officers term of office will be three (3) years and shall end within forty-five (45) days of ratification and implementation of a new Collective Bargaining Agreement. If Collective Negotiations has commenced, when the three (3) year term expires, Local Officer Elections shall be held within forty-five (45) days upon ratification and implementation of a new Collective Bargaining Agreement. The Local Officers shall assume the duties of Office immediately upon election.
 - b. There will be no limit on the number of consecutive or total terms served.

5. Authority:
 - a. The Local President shall:
 1. Set the agenda and preside at all meetings of the Local, except as excused by the Local Vice-President;
 2. Be familiar with the terms and conditions of our Local Collective Bargaining Agreement and Local APEA/AFT, and AFT Bylaws;
 3. Be familiar with the terms and conditions of the Ketchikan Gateway Borough Personnel Policy Manual;
 4. Be familiar with Roberts Rules of Order;
 5. Appoint all necessary committees;
 6. Be present as a delegate at the APEA/AFT Caucus;
 7. Have the authority to co-sign checks and vouchers;
 8. Be director of the Local, recall, and other special elections;
 9. Provide the Business Manager with a list of requested training programs for consideration;
 10. Sign Leave Bank Requests;
 11. Perform as a Negotiator as defined in Section III (B)(7)(b);
 12. Serve as the APEA/AFT Local 6137 Representative on the Ketchikan Central Labor Council;
 13. Properly represent the Local at all Ketchikan Central Labor Council (hereafter known as KCLC) meetings; and
 14. Prior to each KCLC meeting, provide information and make regular reports of the KCLC activities at each Local meeting or by posted notices to the membership.

 - b. The Local Vice-President shall:
 1. Attend all Local Meetings, except as excused by the Local President;

2. Be familiar with the terms and conditions of our Local Collective Bargaining Agreement and Local APEA/AFT and AFT Bylaws;
 3. Be familiar with the terms and conditions of the Ketchikan Gateway Borough Personnel Policy Manual;
 4. Be familiar with Roberts Rules of Order;
 5. Perform the duties of the Local President in the absence of, or upon the request of, the Local President;
 6. Have the authority to co-sign checks and vouchers in the absence of the Local President, Secretary or Local Treasurer; and
 7. Sign Leave Bank Requests in the absence of the Local President.
- c. The Local Secretary shall:
1. Attend all Local Meetings, except as excused by the Local President;
 2. Be familiar with the terms and conditions of our Local Collective Bargaining Agreement and Local APEA/AFT, and AFT Bylaws;
 3. Be familiar with the terms and conditions of the Ketchikan Gateway Borough Personnel Policy Manual;
 4. Be familiar with Roberts Rules of Order;
 5. Keep accurate records of all proceedings;
 6. Be the custodian of the records and property for the Local;
 7. Give notice of meetings as directed by the Local President, and post notice and meeting agendas on all Local Bulletin Boards through Local Employee Representatives seven (7) days prior to the meeting date;
 8. Prepare copies of the minutes;
 9. Prepare copies of current Local and Unit Officers;
 10. Retain for the Local's records and send copies of the Local and Unit Officer lists to each Local member, the APEA/AFT Business Manager, and the Borough Manager within fourteen (14) days of the notice of newly elected Officers;
 11. Send copies of the minutes by first class mail to the APEA/AFT Business Manager within thirty (30) days of each meeting. All subsequent corrections or revisions to the minutes will be included with the minutes of the following meeting;
 12. Be responsible for other such duties as may be required by the Local President or the APEA/AFT or AFT Bylaws; and
 13. Record into the minutes of each Local meeting a roll call attendance of Local Officers, Unit Officers, and members present.
- d. The Local Treasurer shall:
1. Attend all Local Meetings, except as excused by the Local President;
 2. Be familiar with the terms and conditions of our Local Collective Bargaining Agreement and Local APEA/AFT, and AFT Bylaws;
 3. Be familiar with the terms and conditions of the Ketchikan Gateway Borough Personnel Policy Manual;
 4. Be familiar with Roberts Rules of Order;
 5. Keep accurate accounts of all receipts and disbursements;
 6. Ensure that Local accounts shall be open at all times and be audited annually,
 7. Have the authority to co-sign checks and vouchers;
 8. Prepare an annual Local budget for the ensuing year to be submitted for approval by the members at the Local Annual Meeting; and
 9. Be bonded at Local expense in an amount specified by the Local; and

10. Make an itemized report to the Local at each regular meeting on the Local's financial status.

B. Unit Representatives:

1. Local Unit Divisions:
 - a. The Local shall be divided into Units that will represent the members as their duties call. The Units will be:
 1. Accounting, Animal Control, Assessing, Planning, Revenue and Public Works;
 2. Airport and Fire Departments; and
 3. Transit.
2. Unit Representatives:
 - a. Each Unit will have one (1) Representative in each of the following capacities:
 1. Employee Representative;
 2. Negotiator;
 3. Labor/Management Committee (hereafter known as the LMC) Member; and
 4. Safety Committee Member.
3. Elections:
 - a. Within thirty (30) days of ratification and implementation of a new Collective Bargaining Agreement each Unit shall conduct elections to determine their representatives as set forth in Section III (B) of this document;
 - b. All Unit elections will be conducted by the incumbent Employee Representative and one (1) other incumbent representative from that Unit; and
 - c. The method of elections shall be by ballot.
4. Qualifications:
 - a. A person seeking a Unit Representative position shall have completed the negotiated probationary period and been a member in good standing of the KGBL and APEA/AFT prior to the date of their nomination and maintain that status throughout their term.
5. Selection:
 - a. A person seeking a Unit Representative position shall be nominated and elected by members of that unit who are in good standing at the time of the election;
 - b. Upon ratification of a new Collective Bargaining Agreement, nominations for the corresponding Unit position(s) will be opened; and
 - c. To be elected, a candidate must receive the most votes of those cast.
6. Term of Office:
 - a. The Employee Representative, Negotiator, Labor/Management Committee Member, and Safety Committee Member shall assume duties of the Office

immediately upon election

after elections have been conducted as per Section III. B. 3 of this document;

- b. Their term of office shall end within forty-five (45) days of ratification and implementation of a new Collective Bargaining Agreement; and
- c. There will be no limit on the number of consecutive or total terms served.

7. Authority:

a. The Employee Representative shall:

1. Attend all Local Meetings, except as excused by the Local President;
2. Be familiar with the terms and conditions of our Local Collective Bargaining Agreement and Local APEA/AFT and AFT Bylaws;
3. Be familiar with the terms and conditions of the Ketchikan Gateway Borough Personnel Policy Manual;
4. Provide information concerning proper grievance procedures to members requesting such information;
5. Organize the employees for employee action;
6. Assist members with job-related disputes and grievances;
7. Participate in Employee Representative training;
8. Distribute State Federation and Local information;
9. Orient new employees to the APEA/AFT;
10. Conduct polls and surveys;
11. Solicit information for Negotiators;
12. Recommend candidates for bargaining Unit Negotiators, Labor/Management Committee, Safety Committee, and Constituency Councils;
13. Work with professional staff and provide information obtained in the investigation of a grievance of complaint; and
14. Provide the Local President with a list of requested training programs for consideration.

b. The Negotiator shall:

1. Attend all Local Meetings, except as excused by the Local President;
2. Be familiar with the terms and conditions of our Local Collective Bargaining Agreement and Local APEA/AFT and AFT Bylaws;
3. Be familiar with the terms and conditions of the Ketchikan Gateway Borough personnel Policy Manual;
4. Participate in Negotiator training;
5. Participate as a member of the Local Negotiation Team, with other Unit Negotiators, the Local President and the APEA/AFT Staff Person(s) to draft language to be approved or rejected as part of, and to properly negotiate, any proposed mid-term LOA or MOU prior to its signing and implementation;
6. Participate as a member of the Local Negotiation Team in Collective Bargaining Negotiations with other Unit Negotiators, the Local President, and the APEA/AFT Staff Person(s) who shall be the Chief Negotiator(s);
7. Prepare and distribute to all Local members, a survey, requesting input and guidance for upcoming negotiations;
8. Prepare a Collective Bargaining Agreement Proposal;
9. Modify the Collective Bargaining Agreement Proposal during negotiations;
10. Make news releases pertaining to negotiations;
11. Reach tentative agreement on a Collective Bargaining Agreement;
12. Submit a tentative agreement to the membership for ratification;

13. After ratification of a tentative agreement, to and along with the Executive Director (or his/her designee), sign such agreement or;
 14. Declare impasse and call for a strike vote authorization; and
 15. After a certification vote to strike has been obtained, call a strike.
- c. The Labor/Management Committee Member shall:
1. Attend all Local Meetings, except as excused by the Local President;
 2. Be familiar with the terms and conditions of our Local Collective Bargaining Agreement and Local APEA/AFT and AFT Bylaws;
 3. Be familiar with the terms and conditions of the Ketchikan Gateway Borough Personnel Policy Manual;
 4. Attend all LMC Meetings;
 5. At the Meetings, list and explain your Unit's concerns to the management;
 6. At the Meetings, obtain changes or clarifications to policies in question by the LMC;
 7. Provide their Unit Employee Representative and Negotiator with a list of items that were unresolved by the committee, for the purpose of filing a grievance, or unfair labor practice (hereafter known as a ULP) or Negotiation;
 8. Not have the authority to negotiate, delete, modify, or change any current CBA Language; and
 9. Within their Unit, post the LMC Meeting Minutes on all Local Bulletin Boards no later than seven (7) days of each LMC Meeting.
- d. The Safety Committee Member shall:
1. Attend all Local Meetings, except as excused by the Local President;
 2. Be familiar with the terms and conditions of our Local Collective Bargaining Agreement and Local APEA/AFT and AFT Bylaws;
 3. Be familiar with the terms and conditions of the Ketchikan Gateway Borough personnel Policy Manual;
 4. Attend all Safety Committee Meetings;
 5. At the Meetings, list and explain your Unit's concerns to the management;
 6. Provide their Unit Employee Representative and Negotiator with a list of items that were unresolved by the committee, for the purpose of filing a possible grievance, ULP, or Negotiation;
 7. Not have the authority to negotiate, delete, modify, or change any current CBA Language; and
 8. Within their Unit, post the Safety Committee Meeting Minutes on all Local Bulletin boards no later than seven (7) days of each Safety Committee Meeting.

SECTION IV – LOCAL MEETINGS

The Local shall hold at a minimum, four (4) meetings each year, to be called at the Local President's discretion. One (1) of these meetings shall be designated as the Local Annual Meeting. All meetings shall be open to members of the Local, and members of the APEA/AFT and AFT affiliates.

A Local meeting agenda shall be set by the local president and distributed to the membership no less than 7 days prior to the meeting.

A. Local Annual Meeting:

1. Date:
 - a. The Local Annual Meeting shall be held not less than thirty (30) days or more than forty-five (45) days following the ratification of the latest Collective Bargaining Agreement, or the anniversary date of such CBA between negotiation years.
2. Purpose, the business of the Local Annual Meeting shall include but not be limited to:
 - a. Local Officer Elections;
 - b. Recommend resolutions and changes to the Constitution or Bylaws and Articles of Incorporation;
 - c. Any business requested by the State Federation;
 - d. Local Budget proposal for the following year;
 - e. Establish goals and priorities; and
 - f. The announcement of each Unit's Representatives:
 1. Employee Representative
 2. Negotiator
 3. Labor/Management Committee Member
 4. Safety Committee Member

B. Special Meetings:

1. Purpose:
 - a. Special meetings will be called to address specific topics or issues of interest to the Local;
 - b. Only the specific topic(s) or issue(s) need be addressed; and
 - c. Other issue(s) or topic(s) can be discussed.
2. Ability to call:
 - a. The Local President shall call special meetings within seven (7) days of a request by ten (10) percent (10%) of the Local members in good standing.
3. Designation:
 - a. Special Meetings can be designated as one (1) of the four (4) required Local Meetings.

SECTION V – QUORUM

A. Definition:

1. A quorum at any Local Meeting shall consist of at least five (5) members present with at least one (1) member from each of the three (3) defined Units.

B. Power:

1. A quorum of the Local shall have the ability to define Local Policy and/or Procedures or make Amendments to the Local Bylaws. Any proposed changes shall require two meetings prior to approval.

SECTION VI – VOTING

1. The method of voting at all Local meetings shall be decided at the Local Presidents discretion.
2. Upon demand of one-fifth (1/5) of the members present, a secret ballot shall be used.
3. Election and removal of Officers and Unit Representatives shall be by secret ballot.
4. Written notice of any nomination procedure must be provided to each member or published prominently in a local publication and or posted at the work sites before nominations are closed.
5. Members shall be notified of the date/time nominations are closed and a list of nominees shall be provided to the members with an opportunity for final nominations before they are closed.
6. Members shall have the ballot delivered or mailed, when required, to them at least seven (7) days before the election.

SECTION VII – RULES OF ORDER

1. Robert's Rules of Order shall govern the proceedings of all meetings of the Local when not in conflict with the restated Articles of Incorporation or Bylaws of the APEA/AFT.

SECTION VIII – RECALL

1. Local Officers and Unit Representatives are subject to removal from office if found, by the members in good standing of the Local or their Unit of the Officer in question, to be derelict in the fulfilling of their duties.
2. Approval of a recall vote shall be determined by a majority of those present at a special meeting convened for that purpose. If approved, the recall vote shall be conducted by secret mail-out ballot and removal of such Local Officer or Unit Representative shall require a two-thirds (2/3) vote of the ballots returned.
3. The Local President shall conduct the recall election unless the Local President is the subject of the recall, in which case the Local Vice-President shall conduct the election. All ballots must be mailed out within seven (7) days of the date of the special meeting. To be considered valid, all returned ballots must be postmarked no later than fourteen (14) days from the date of mailing.

SECTION IX – HANDLING OF FUNDS

1. All cash receipts shall be promptly deposited. Funds shall be dispersed only by check signed by any two (2) of the following:
 - a. Local President;
 - b. Local Vice-President;
 - c. Local Secretary; or
 - d. Local Treasurer.

SECTION X – AMENDMENTS

1. Amendments to the Local Bylaws shall require two meetings prior to approval.

SECTION XI – VACANCIES

A. Local Officers:

1. Should a vacancy occur of any elected Local Officer, a special meeting shall be held within sixty (60) days, for the election of the vacancy by the membership.

B. Unit Representatives:

1. Should a vacancy occur of any elected Unit Representative, a special election will be held by that Unit's Employee Representative(s) and one other elected Representative of that Unit, or by two of that Unit's remaining Representatives in the event that an Employee Representative seat is vacant.

SECTION XII – LOCAL DUES AND INITIATION FEES

A. Local Dues:

1. Definition:
 - a. Local dues may consist of a monetary and an hourly Paid Time Off (hereafter known as PTO) contribution amount (into the Association Business Leave Bank). The monetary and PTO hourly contribution amount shall be subject to Agency Fee Payer rules;
 - b. All monetary Dues and Initiation Fees from payroll deduction shall be transmitted directly to the APEA/AFT Headquarters. The amount allocated for return to the Local shall be deposited into the Local's Bank Account within thirty (30) days; and
 - c. Part-time members shall be assessed on a prorated basis.
2. Monetary Local Dues:
 - a. There is hereby established a Local Monetary Bank. The assessment of which is to be determined by the members, in an amount and frequency, as the members deem necessary.
3. Association Business Leave Bank:
 - a. There is hereby established an APEA/AFT Business Leave Bank with an annual assessment of four (4) hours of PTO from each full-time and part-time member of the Local bargaining unit. All PTO assessments or contributions shall be converted to dollar amounts when deposited into the Association Business Leave Bank. That dollar amount shall be determined by the contributor's normal rate of pay times the number of PTO Hours assessed or contributed;
 - b. Such annual transfer of PTO Leave shall occur during January of each progressive year;
 - c. Each new Local member shall be assessed a one-time four (4) hour PTO Initiation Fee. The four (4) hours of PTO will be assessed and deposited into the Association Business Leave Bank when that leave first becomes available;
 - d. In the event the balance in the Bank falls below an acceptable level, as determined by the Local President, additional assessments may be made in increments of full hours or multiples thereof upon vote and majority approval by the membership at any membership meeting;
 - e. Bargaining Unit Members may voluntarily donate any additional hours of PTO that they may have earned and accrued. Voluntary donations must be in increments of not less than four (4) hours of donated PTO;

- f. Association Business Leave may be used to conduct the affairs of the State Federation, the Local, and to administer the Collective Bargaining Agreement between the Ketchikan Gateway Borough and the APEA/AFT. The Local President shall authorize the use of the bank; however, the Employer shall approve the absence from work on the same basis as PTO leave, except that such approval shall not be unreasonably denied; and
- g. The use of accumulated hours from the Association Business Leave Bank shall be pay neutral to the member. While on Association Business Leave, the member shall be paid by the employer in an amount which they would have earned had the member worked their normally scheduled shift at their current regular rate of pay for that specific shift.

APPENDIX A

LOCAL 6137 POLICY & PROCEDURES:

1. Upon approval, a fully signed/dated copy of any such LOA or MOU Agreement shall be provided to each Local 6137 APEA/AFT Members for attachment to the CBA.
2. Each LMC Meeting held shall be unified with all three (3) Units elected Representatives present. The Local President or his/her designee may attend any LMC or Safety Committee Meeting as the fourth (4th) Representative.
3. Membership shall elect an alternate delegate for the APEA/AFT bi-annual caucus.
4. Collective Bargaining Agreements shall be ratified by majority vote.
5. The president is requested to send a courtesy email to the entire membership with additional information 2-3 days prior to any regular or special meeting of the Local.
6. Items presented on the table by a member at a general membership meeting will not be voted on at that meeting, but shall be added as New Business on the next meeting's agenda and may be voted on at that time.