



ANCHORAGE EARLY INTERVENTION OCCUPATIONS UNION  
LOCAL 6355  
APEA/AFT  
AFL-CIO

CONSTITUTION/BYLAWS  
Effective May 8, 2017

ARTICLE I  
NAME

The organization will be known as Anchorage Early Intervention Occupations Union, Local 6355, APEA/AFT, AFL-CIO. Hereinafter referred to as the AEIOU.

ARTICLE II  
OBJECTIVES

The purpose of this organization will be:

- Section 1. To secure collective bargaining rights for all employees who are eligible for membership.
- Section 2. To advance the economic, social, and political well being of the membership.
- Section 3. To enable members to provide best practice and preserve the integrity of early intervention services.
- Section 4. To improve the quality of service by promoting better preparation, encouraging relevant in-service training, and securing the working conditions essential to implementation of best practice.

ARTICLE III  
MEMBERSHIP

- Section 1. **Membership Eligibility.** Membership in the AEIOU will be open to all direct service providers.

No person is eligible for membership who is employed as an exempt employee as defined by the National Labor Relations Board, including but not limited to supervisors.

- Section 2. **Membership Requirement.** Membership in the AEIOU will be voluntary, unless otherwise specified by a negotiated contractual agreement.

- Section 3. **Classes of Membership.** There will be two classes of members: Members in Good Standing and Agency Fee Payer.

- (A) A Member in Good Standing is a member who signed a membership card with AEIOU and is current on all monthly dues and other local assessments.
- (B) An Agency Fee Payer is an employee who chooses not to be a member of AEIOU. An Agency Fee Payer pays service fees that are used for purposes related

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only to the collective bargaining, contract administration and grievance administration. An Agency Fee Payer is not entitled to the rights and responsibilities as a member in good standing, including the right to vote on contracts and on AEIOU issues.

- Section 4. **Non-Discrimination.** No person will be denied membership on the basis of race, creed, gender, sexual preference, national origin, religious or political belief, social status, or economic status.

ARTICLE IV  
OFFICERS

- Section 1. **Elected Officers.** The elected officers of AEIOU will be President, Vice President, Recording Secretary, Treasurer and Member at Large.
- Section 2. **Term Limits.** Executive officers will not serve more than two (2) consecutive terms in any one position on the Executive Board.
- Section 2. **Eligibility.** To be eligible for office a person must be a member in good standing for a period of (6) six months and has remained a member subsequently.
- Section 3. **President.** The President will be the chief executive officer of AEIOU, will serve as chairperson of the Executive Board and as an ex-officio member of all committees except the Nominating/Election Committee. The President will represent the organization before the public, community organizations, and legislative/governmental bodies. The president will make an annual report to the membership of the AEIOU. The President will be able to delegate the responsibilities of the office except where otherwise specified by the Constitution/Bylaws.

Length of term: Two (2) years (Elected in even years)  
Election: As per Article VI, AEIOU Constitution

**Additional Duties:**

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

All draws on accounts will require the signatures of the Treasurer and President or his/her designee(s).

The President will be, by office, a delegate to the convention of the American Federation of Teachers and biennial caucus of the Alaska Public Employees

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Association/AFT and the biennial convention of the Alaska State AFL-CIO.  
Section 4. **Vice President.** The Vice President will assume the office of President in the event of absence, illness or the death of the President and will perform other duties as delegated by the president or assigned by the Executive Board.

Length of term: Two (2) years (elected in odd years)  
Election: As per Article VI, AEIOU Constitution

**Additional Duties:**

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

The Vice President, will be responsible for Nominations/Elections Committee.

The Vice President will be, by office, the alternate delegate to the convention of the American Federation of Teachers and biennial caucus of the Alaska Public Employees Association/AFT and the biennial convention of the Alaska State AFL-CIO

Section 5. **Recording Secretary.** The Recording Secretary will record all minutes of the Executive Board and general membership meetings. The Recording Secretary will forward the current membership list to the American Federation of Teachers and the state federation, APEA/AFT to keep AEIOU in good standing at all times.

Length of term: Two (2) years (elected in even years)  
Election: As per Article VI, AEIOU Constitution

**Additional Duties:**

The Recording Secretary will attend all meetings of the Executive Board and General Membership meetings and will keep and maintain a book of minutes of all meetings, showing the time and place of the meetings, whether it was regular or special, and if special, how authorized, the notice given and the names of those present at the Executive Board. Will record and keep accurate minutes of the proceedings of meetings.

The Recording Secretary will keep and maintain a current membership list showing the names of members and their addresses and will forward the membership lists to AFT and APEA/AFT. The Recording Secretary will provide APEA/AFT with a listing of officers including their home addresses, home and work phone numbers. The Recording Secretary will ensure that the APEA/AFT has AEIOU's current contract. .

The Recoding Secretary will assist the President in handling the correspondence of the AEIOU.

Section 6. **Treasurer.** The Treasurer will submit a financial statement at Executive Board meetings upon request and submit a financial statement and report at the annual membership meeting. The Treasurer will be the responsible financial officer of the AEIOU and be authorized to sign financial instruments and make regular and usual disbursements of funds.

Length of term: Two (2) years (elected in odd years)  
Election: As per Article VI, AEIOU

Additional Duties:

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

All draws on accounts will require the signatures of the Treasurer and President or his/her designee(s).

The Treasurer will transmit per capita payments on a regular basis to the Secretary-Treasurer of the American Federation of Teachers and the finance officer of the APEA/AFT, including a list of the current membership.

Section 7. **Member at Large.** The Member at Large will assume the duties of any Board member, except the President in the event of their absence and will perform other duties as delegated by the President or assigned by the Executive Board.

Length of term: One (1) year  
Election: As per Article VI, AEIOU

## ARTICLE V **EXECUTIVE BOARD**

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Section 1. **Structure:** The Executive Board will be the administrative body of the AEIOU and will consist of the President, the Vice President, Recording Secretary, and the Treasurer. The President will serve as chairperson of the Executive Board.

Section 2. **Duties:** The Executive Board will be responsible for adherence to and enforcement of the Constitution/Bylaws including the objectives stated in Article II.

The Executive Board will appoint such committees as it deems necessary.

The Executive Board will prepare and present to the membership an annual budget at a general membership meeting to be held in May of each year.

An annual statement of goals and achievements will be presented at the annual membership meeting.

Section 3. **Powers:** The Executive Board will constitute the administrative body of the AEIOU, and its action will be subject only to appeal at any regular or special meeting of the membership. Such appeal will be duly filed with the Recording Secretary of AEIOU at least thirty (30) days prior to the date of such meeting.

The Executive Board will have the power to employ all personnel on full or part-time basis as may be determined by the needs and finances of AEIOU.

Section 4. **Meetings:** The Executive Board will meet at least four (4) times a year, or at the call of a Board member for the purpose of initiating, overseeing, or revising the policies of the AEIOU and to conduct other business of the AEIOU that is within its authority. The Executive Board will meet at such time and places as it may determine, or upon the call of the President. The Secretary will give notice of meetings to all members of the Executive Board at least five (5) days preceding the day of the meeting unless such notice will have been waived. These meetings may be by teleconference.

Section 5. **Quorum:** In order for the Executive Board to conduct business, a quorum of three (3) out of five (5) officers will be present.

Section 6. **Minutes:** Minutes of all Executive Board meetings will be maintained and made available for review, during normal business hours, by any member in good standing.

## ARTICLE VI COMMITTEES

Section 1. **Structure:** The President will, subject to approval of the Executive Board, appoint such standing and special committees as are deemed necessary.

As ratified by the membership on May 8, 2017

The President may be an ex-officio member of all committees, except the Nomination/Election Committee, and will have all the privileges of membership.

Each committee will send a written report to the Executive Board. Committees will not take action until a report has been made and approved by the Executive Board.

Each committee will select a committee member to act as the liaison with the Executive Board.

- Section 2. **Standing Committee.** The Nominating/Election Committee. The committee will seek members in good standing for elective office and will conduct and supervise all elections and balloting of the AEIOU. The chairperson will be one of the three members.

## ARTICLE VII ELECTIONS

- Section 1. **Secret Ballot:** Elections will be by secret ballot and will be overseen by the Nominating/Election committee. Ballots will be prepared in such a manner as to insure their secrecy.

- Section 2. **Procedure of Elections.** The Nominating/Election Committee will conduct all general and special elections of the AEIOU:

- (A) Sixty (60) days prior to the date of the regular Annual Membership Meeting the committee will notify all members in writing of the opening of nominations for office.
- (B) Nominations will be received by the committee thirty (30) days prior to the Annual Membership Meeting.
- (C) If a candidate is unopposed at the close of nominations, a ballot will not be required and the candidate shall assume office at the completion of the balloting process.
- (D) Write-in votes are only permitted in the absence of any qualified nominee for office
- (E) A ballot will be prepared by the committee, for each member in good standing and available at the Annual Membership Meeting. Members will vote and place their ballot in a ballot envelope and placed by the member in the closed election

And/Or

A ballot will be prepared by the committee consisting of a double envelope for verification and mailed or made available to each member in good standing no later than 15 days prior to the Annual Membership Meeting. The ballots will be returned to the election committee no later than 15 days from the date originally sent to the members.

- (F) The ballots will be tallied at the Annual Membership Meeting and submitted to the Executive Board. The President will then announce the elected officers. Members in good standing will be notified of the results of such.

Section 3. **Inauguration:** The candidates for office receiving a plurality of votes cast will be declared elected and will assume office no later than thirty days after the election.

Section 4. **Vacancy:** With the exception of the President or in case of a recall, all vacancies will be filled by a majority vote of the Executive Board.

Section 5. **Recall:** A petition signed by thirty percent of the membership and stating specific grounds will be sufficient to require the Nominating/Elections Committee to conduct a re-call election of any officer specified in the petition under the procedures in Article VII, Section 6 below. If an officer is recalled, the Nominating/Election Committee will hold a special election.

Section 6. **Special/Recall Election Procedures.** The Nominating/Election Committee upon the receipt of a recall petition will within 15 days prepare and mail a ballot to all members in good standing. The ballots will be returned to the committee no later than 15 days from the date of the original mailing.

- (A) If an officer is recalled, the Nominating/Elections Committee will open nominations for the office for 15 days. Upon the closing of nominations a ballot will be prepared and mailed or delivered to members in good standing. The ballots will be returned to the committee no later than 15 days from the date of the original mailing.
- (B) The ballots will be tallied at a special meeting and the elected officers will be announced by the chairperson of the Nominating/Elections Committee.

Section 7. **Election of Negotiators.** The Nominating/Election Committee will conduct the elections of negotiators.



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- (A) Fifteen (15) days prior to the election date (to be set by the Committee), the Committee will open nominations of members in good standing for two negotiators.
- (B) Nominations will close at the general membership meeting.
- (C) After the closing of the nominations, the Committee will conduct the election of negotiators at the general membership meeting. Voting may be by written ballot or a voice vote.

ARTICLE VIII  
**MEMBERSHIP MEETINGS**

- Section 1. General Membership Meetings of AEIOU will be held not less than once a year. One such meeting, the Annual Membership Meeting, will be held in May of each year.
- Section 2. The Executive Board will determine the time and place, and give at least fifteen (15) days notice of the general membership meetings.
- Section 3. Special meetings of the AEIOU membership may be called at any time by the Executive Board. Forty eight hours notice will be given the membership for any special meetings. Upon petition of twenty five percent of the members in good standing, the Executive Board will call a special meeting.

ARTICLE IX  
**CONTRACT NEGOTIATIONS**

- Section 1. **Contract Proposal.** For purposes of contract negotiations, only members in good standing of AEIOU will determine the content of the unit's proposal or settlement.
- Section 2. **Selection of the Negotiating Team.** The negotiating team will consist of three (3) members and one (1) alternate.
  - A. The President will appoint one (1) team member and the alternate negotiator.
  - B. The remaining two (2) negotiators will be elected in accordance with Article VII Section 7.
  - C. At least one member of the negotiating team will not be a current Executive Board member.

Section 3. **Authority of the Negotiating Team.**

- A. Will prepare and distribute to all AEIOU members in good standing within the bargaining unit a survey requesting input and guidance for any upcoming negotiations. The team may assign this duty to a negotiations committee.
- 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 President, sign such agreement.
- E. Declare impasse and call a strike vote authorization.
- F. During negotiations, in conjunction with the President, make news releases pertaining to negotiations.
- G. Communicate with the membership of AEIOU concerning contract negotiations.
- H. With the concurrence of the Executive Board, select for hire one or more assistants, who need not be members of the AEIOU to act in a capacity designated by the negotiating team.

Section 4. **Responsibilities of the Negotiating Team.**

- A. During negotiations, the negotiations team will inform the Executive Board at least monthly of the progress and development of negotiations.
- B. Within fourteen (14) working days provide all AEIOU members of good standing within 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 Executive Board, determine what visits or meetings are required to answer questions about the tentative agreement, before ratification ballots are mailed or delivered to the membership.
- D. Conduct a ratification vote of AEIOU members in good standing within the bargaining unit.

E. Voting on the contract will be by secret ballot and will be decided by the majority of votes cast.

Section 5. **Impasse Provisions.** If an impasse occurs during negotiations, the negotiation team will poll all AEIOU members in good standing within the bargaining unit as to whether a strike vote should be taken.

Section 6. **Letters of Agreement.** All affected AEIOU members in good standing within the bargaining unit will vote on letters of agreement

## ARTICLE X FINANCE

Section 1. **Annual Dues.** All modifications in the amount of local dues will be approved by the membership. Annual dues will cover all local, state and national affiliation per capita payments plus all other local representation costs.

Annual dues are required for membership. Dues will be paid directly to AEIOU through payroll deduction.

Such dues will include dues to all affiliates and Professional Liability Insurance Premiums. Annual dues for members who are less than full time will be on full time equivalency of the standard dues pro rated by month.

Section 3. **Voting.** Any increase in dues, (except as outlined in Section 4 below) will be established by a plurality vote of the applicable membership.

Section 4. **Pass-Through provision.** AEIOU dues will increase by the amount of any increase in the AFT per capita, as passed by a majority vote at the AFT Convention.

Section 5. **Fiscal Year.** The official year of the AEIOU will be from July 1 through June 30 for financial matters.

Section 6. **Audit.** An annual audit of the Treasurer's books will be made in January of each year by an auditor approved by two-thirds of the Executive Board or by a committee appointed by the Executive Board excluding the Treasurer. Copies of audits will be maintained by AEIOU for five years.

## ARTICLE XI RULES OF ORDER

The rules contained in Roberts Rules of Order - Revised will govern AEIOU in all cases to which they are applicable and not covered by this Constitution/Bylaws of AEIOU.

## ARTICLE XII MEMBERSHIP RIGHTS

- Section 1. **Definition:** Member in good standing, is a bargaining unit member of Programs for Infants & Children, Inc. who has chosen membership status and is paying dues to the AEIOU.
- Section 2. **Voting.** Members in good standing will be entitled to vote on all general administrative matters coming before the AEIOU. Only members of AEIOU will be entitled to vote on contract administration matters pertinent to their local, i.e., contract ratification, strike votes, legal defense, etc.
- Section 3. **Office of eligibility.** Only members in good standing for a period of six months will be entitled to hold office.
- Section 4. **Committee eligibility.** All members in good standing will be entitled to serve on committees.
- Section 5. **Publications.** Official publications of the AEIOU will be sent without charge to members in good standing and may at the discretion of the Executive Board be sent to employees who are not members.
- Section 6. **Records.** All financial records and organization records, except grievance files, will be open for inspection to any member in good standing, by appointment.

## ARTICLE XIII AFFILIATION

- Section 1. AEIOU will maintain affiliation and communication with the following organizations:
- (A) The American Federation of Teachers
  - (B) The Alaska Public Employees Association/AFT
  - (C) The Alaska State AFL-CIO
- Section 2. The AEIOU Executive Board may appoint members to serve as delegates to the

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Anchorage Central Labor Council (AFL-CIO).

Section 3. Delegates to external conventions and meetings in which AEIOU participates will make reports in writing to the Executive Board.

**ARTICLE XIV  
AMENDMENT**

Section 1. **Proposal.** Any member of the AEIOU may present a proposed amendment to the Constitution/Bylaws upon petition of ten percent of the membership. The Executive Board may present a proposed amendment to the Constitution/Bylaws by majority vote of the Executive Board. The proposed amendment will be submitted no later than thirty (30) days prior to the next annual membership meeting.

Section 2. **Procedure.** The Constitution/Bylaws may be amended by a two-thirds vote of those present at the annual membership meetings, provided that copies have been post marked to all members of the AEIOU at least fifteen (15) days prior to the meeting.

**ARTICLE XV  
EFFECTIVE DATE**

As ratified by the membership of AEIOU on July 26, 2006, the effective date of this Constitution/Bylaws is August 1, 2006.

As amended and ratified by the membership of AEIOU on May 8, 2-17

As ratified by the membership on May 8, 2017