

TOTEM ASSOCIATION OF EDUCATIONAL SUPPORT PERSONNEL, INC.
APEA/AFT (AFL-CIO) LOCAL 6265
BYLAWS/CONSTITUTION

Article I Name

The name of this organization shall be TOTEM Association of Educational Support Personnel Incorporated, APEA/AFT (AFL-CIO) (hereinafter referred to as TOTEM).

Article II Location

The headquarters and principal office of TOTEM shall be maintained in Anchorage, Alaska.

Article III Purpose

- To promote:
- a. Professional growth and recognition of educational support personnel as professional members of the educational team;
 - b. Commitment to position, profession and community;
 - c. Economic and professional welfare of the membership through the collective bargaining process;
 - d. Continuing education.

Article IV Membership

Section 1 For the purpose of this document, classified personnel employed by the Anchorage School District and who are members of the Collective Bargaining Unit, are defined as, but not limited to, administrative support personnel, secretaries, teacher assistants, and tutors shall be eligible for membership in TOTEM.

Section 2 There shall be two classes of Bargaining Unit Members in TOTEM: Members in Good Standing and Service Fee Payers.

- a. Members in Good Standing (hereafter referred to as Members) are those in the Collective Bargaining Unit who are paying monthly dues to TOTEM as set forth in these Bylaws and who choose to be members of TOTEM. Members shall be entitled to make motions, vote on all matters coming before TOTEM, hold office, be committee members, apply for member and member dependent scholarships, and to participate in all activities of TOTEM, APEA/AFT.
- b. Service Fee Payers are those in the Collective Bargaining Unit who are paying a monthly service fee to TOTEM as set forth in these Bylaws, but do not choose to be members of TOTEM. The Service Fee Payer does not object to the use of his or her service fees for purposes related to the collective bargaining, contract administration, and grievance administration. Service Fee Payers shall only be entitled to the rights and benefits provided within the Collective Bargaining Agreement. Service Fee Payers shall not be allowed to make motions, hold office, be committee members, or vote on any matter coming before TOTEM. Service Fee Payers are not-eligible for Member and Member Dependent scholarships or for AFT plus Benefits.

Section 3 Members must be current with their dues to be in Good Standing.

Article V Dues/Fees

- Section 1 The amount of dues or fees paid to TOTEM for those employees working under the Collective Bargaining Agreement between TOTEM and the Anchorage School District are as follows:
- a. \$23.00 per year for local activities which TOTEM retains.
 - b. Plus APEA/AFT dues in accordance with the Affiliation Agreement.
- Section 2 Service Fee Payers shall receive upon written request a refund from APEA/AFT for the non-covered expense portion.

Article VI Bylaws

These Bylaws are established to govern the TOTEM organization, including its management by the Board of Directors (hereinafter referred to as the Board).

Article VII Amendment to the Bylaws

- Section 1 Members of TOTEM shall have the power to propose amendments, amend, alter, adopt, or repeal the Bylaws. Amendments to these Bylaws may be proposed in any of the following ways:
- a. Any Member, upon petition of ten (10) percent of the Membership in Good Standing.
 - b. By a majority vote of the Members at any regular meeting.
 - c. By a majority vote of the Board.
- Section 2 Amendment Procedures
- a. Proposed amendments shall be submitted to the Board, in type written format, identifying the article, section, subsection, etc, to be amended. The proposal shall state how the Bylaw currently reads, how the Bylaw will read with the proposed change, the justification for the change, the identification of the person making the proposal, and the financial impact if any.
 - b. Voting procedures for Bylaw amendments will be followed in accordance with Article XI, Section 2 Voting - Secret Ballot.

Article VIII Meetings

- Section 1 The Board shall meet a minimum of once a month at the TOTEM Office unless otherwise designated.
- Section 2 The President may call special meetings of the Board, of the membership and/or all Collective Bargaining Unit Members as deemed necessary.
- Section 3 The Board, by a majority vote, may call special meetings of the Board, membership or all Collective Bargaining Unit Members.
- Section 4 A minimum of two (2) membership meetings shall be held each year.
- Section 5 The Members, by written petition of ten percent (10%) of the membership, may call a special membership meeting.

Section 6 At special meetings, no business shall be transacted except that for which the meeting was called.

Section 7 Notice of special meetings, which shall include date, time, location, and agenda, shall be given by oral or written means.

Article IX Parliamentary Procedure

Robert's Rules of Order Newly Revised shall govern the conduct of all meetings of TOTEM.

Article X Parliamentarian

The President or the Board may appoint a Parliamentarian as a consultant for any meeting of TOTEM as deemed necessary.

Article XI Voting

Section 1 Meetings

- a. Voting shall be by show of hands or roll call at all Board meetings.
- b. Voting shall be by show of hands or by standing at all membership meetings unless a secret vote is call for, at which time paper ballots will be used.
- c. The Members present at a membership meeting shall constitute a quorum.
- d. Each member shall have one (1) vote on any one (1) question.
- e. There shall be no voting by proxy.

Section 2 Voting – Secret Ballot

- a. Voting on the Collective Bargaining Agreement between TOTEM and the Anchorage School District shall be by secret ballot.
- b. Voting on changes in Local dues or service fee structure shall be by ~~written~~ secret ballot.
- c. Voting on the election of the Board shall be by ~~written~~ secret ballot.
- d. Voting on Bylaw amendments shall be by ~~written~~ secret ballot.
- e. Voting on APEA/AFT and AFT Delegates shall be by secret ballot.
- f. Voting on Director removal shall be by secret ballot.
- g. A majority of the votes cast when voting by secret ballot shall determine the outcome of the vote.
- h. Votes cast by secret ballot shall be in person, by written ballot or by electronic vote.

Section 3 Voting - Written Casting Ballot Procedures

- a. Information regarding the purpose of the vote shall be sent to members by electronic link.
- b. Information will include:
 1. **Purpose for the vote.**
 2. Date, time and location of ballot counting,
 3. **Voting instructions which will include:**
 - a. Instructions for ballot download and delivery to TOTEM.

- b. All ballots will be verified for eligibility.
- c. Paper copies of the information and ballots will be available upon request.

Section 4 Voting - Written Ballot Counting Procedures

- a. Members have the right to attend and observe the ballot counting.
- b. The Nomination/Election Committee shall have the right to remove any observer who, through mannerism or other means, disrupts the proceedings.
- c. The Election Teller shall complete a Teller's Report, which shall be certified as correct by the other members of the Committee.
- d. All documents from the voting process shall be handed to the Board for proper safeguarding in the TOTEM office for a period of at least one year, after which they will be properly destroyed.

Section 5 Voting – Electronic Ballot Casting Procedures

Voting information and instructions shall be sent to members by electronic link.

Section 5 Election Procedures

All election procedures that are not referenced in these Bylaws shall be in compliance with the most current U.S. Department of Labor Standards.

Article XII Board of Directors

Section 1 The Board shall set policy for TOTEM.

Section 2 The Board shall consist of:

- d. President,
- e. Vice President,
- f. Secretary,
- g. Treasurer,
- h. Members at Large.

Section 3 Terms of office shall be for two (2) consecutive years commencing on July 1st.

Section 4 The election of the Directors shall occur annually according to the following schedule:

- a. On even numbered years the membership shall elect the Vice President, Treasurer and three (3) Members at Large.
- b. On odd numbered years the membership shall elect the President, Secretary, and two (2) Members at Large.

Section 5 A majority of the Board shall constitute a quorum at a Board meeting.

Section 6 All Directors of the Board shall support the majority voted decision of the membership. If not able to comply, the Director will be given the opportunity to resign within twenty-four (24) hours or be removed from office as set forth in these Bylaws.

Section 7 Any vacancy occurring in the Board shall be filled as set forth in these Bylaws.

Section 8 All Directors may be reimbursed at the end of the fiscal year for their TOTEM dues.

Article XIII Director Duties

The Directors of TOTEM shall perform the duties usual to those offices unless otherwise provided in these Bylaws, and *Robert's Rules of Order Newly Revised*.

Section 1 President

- a. Shall preside at all meetings of TOTEM.
- b. Shall be responsible for the ~~Job~~ Employee Representatives.
- c. Shall be responsible for the Negotiations Committee.
- d. Shall have the authority to enter into contracts and incur operating expenses during the ordinary course of conducting business on behalf of TOTEM.
- e. Shall enforce these Bylaws, carry out any directions or orders of the Board, and shall generally supervise, coordinate, and control the ordinary business and affairs of TOTEM.
- f. Shall perform such additional responsibilities, duties and powers as may be delegated to him or her from time to time by the Board.
- g. Shall be an ex-officio member of all committees with the exception of the Nominations/Elections Committee.
- h. Shall read and report on all correspondence and communications of TOTEM.
- i. Shall be, by virtue of the office, a delegate to the APEA/AFT Biennial Caucus.
- j. Shall be, by virtue of the office, a delegate to the AFT Convention.
- k. Shall, by virtue of the office, have a seat on the Alaska State AFL-CIO Executive Board.

Section 2 Vice-President

- a. Shall in the absence or incapacity of the President, perform the duties of the President and when so acting, shall have all the powers of and be subject to all of the duties and responsibilities of the President.
- a. Shall be responsible for the Grievance Committee.
- b. Shall perform such additional responsibilities, duties and powers as may be delegated from time to time by the Board.
- c. Shall be, by virtue of the office, a delegate or alternate to the APEA/AFT Biennial Caucus.
- d. Shall be, by virtue of the office, a delegate or alternate to the AFT Convention.

Section 3 Secretary

- a. Shall take minutes at all meetings of TOTEM.
- b. Shall be responsible for Board and membership notification of all meetings.
- c. Shall be responsible for the maintenance of all Collective Bargaining Unit Member records.
- d. Shall permit all records excluding minutes from executive sessions, grievances or arbitrations to be inspected at a reasonable hour upon request by any member of TOTEM.
- e. Shall perform such additional responsibilities, duties, and powers as may be delegated from time to time by the Board.
- f. Shall be, by virtue of the office, a delegate or alternate to the APEA/AFT Biennial Caucus.

- g. Shall be, by virtue of the office, a delegate or alternate to the AFT Convention.

Section 4 Treasurer

- a. Shall oversee the financial responsibilities of TOTEM, to include all receipts, deposits, and disbursements of funds (at the direction of the Board), and the reconciliation of bank statements.
- b. Shall submit a current Treasurer's Report at all Board and Membership meetings, or at such time as requested by the Board.
- c. Shall follow the accounting procedures established by TOTEM, as recommended by TOTEM's Certified Public Accountant (CPA) firm and in accordance with Federal and State Regulations.
- d. Shall present the financial records to the CPA firm for annual audit by September 1st.
- e. Shall be responsible for presenting the proposed budget at the March Board meeting.
- f. Shall be responsible for presenting the proposed budget at a Membership meeting.
- g. Shall be responsible for the Finance Committee.
- h. Shall perform such additional responsibilities, duties and powers as may be delegated from time to time by the Board.
- i. Shall be, by virtue of the office, a delegate or alternate to the APEA/AFT Biennial Caucus.
- j. Shall be, by virtue of the office, a delegate or alternate to the AFT Convention.

Section 5 Members at Large

- a. Three (3) Members at Large shall represent the instructional membership at all Board meetings.
- b. Two (2) Members at Large shall represent the non-instructional membership at all Board meetings.
- c. Shall assist with and may serve as the President's designee as Chairperson on the Education, Scholarship, Sick Leave Bank, and Awards/ Recognition Committees.
- d. Shall perform additional responsibilities, duties and powers as may be delegated from time to time by the Board.
- e. Shall be, by virtue of the office, a delegate or alternate to the APEA/AFT Biennial Caucus.
- f. Shall be, by virtue of the office, a delegate or alternate to the AFT Convention.

Article XIV Director Liability

Section 1 No Director of TOTEM APEA/AFT (AFL-CIO) shall be personally liable for any of its debts, liabilities or obligations, nor should any person be subject to assessment for TOTEM's obligations.

Section 2 TOTEM APEA/AFT (AFL-CIO) will defend, indemnify and hold harmless all of its Directors, including the Employee Representatives when serving on the Grievance Committee, from any and all liability or damage arising out of acts on behalf of TOTEM APEA/AFT (AFL-CIO) done within the course and scope of their duties.

Article XV Director Indemnification

Section 1 Each Director and Employee Representative of TOTEM shall be provided protection as provided for in the Articles of Incorporation.

Section 2 A blanket bond in an amount to be determined by the Board shall be provided for the protection of the Members of TOTEM and shall cover all elected officers, elected directors Employee Representatives, and all appointed committees and committee members.

Article XVI Director Nominations and Elections

Section 1 Nomination Procedures

- a. Members shall be given notification of the slate of Directors for election.
- b. Members shall be given, at the time of notification, the opportunity to nominate themselves or another eligible Member.
- c. The slate of Directors shall be presented at a membership meeting no less than 20 days prior to the date of the vote.
- d. Eligible Members may also be nominated at the Membership meeting when the slate of Directors is presented.
- e. Closure of nominations shall be at the conclusion of the membership meeting when the slate of Directors is presented.
- f. In the event a Member is nominated for more than one position, the nominee must select the one (1) position he/she wishes to seek.
- g. Each eligible nominee shall be sent by U.S. First Class Mail an Acceptance of Nomination Form to be returned within 15 days of its mailing.
- h. If the Acceptance of Nominations form is not returned by the deadline, the Member shall no longer be considered an eligible nominee.
- i. If a Member is unopposed at the close of nominations, a ballot vote will not be required and the Member will assume office on July 1st.
- j. Write-in votes are only permitted in the absence of any eligible nominee for a position.

Section 2 Voting Procedures

Voting procedures for Board of Directors will be followed in accordance with Article XI, Section 2 Voting - Secret Ballot.

Article XVII Director Vacancies

Section 1 Vacancies shall be filled for the unexpired term.

Section 2 In the event the President's position is vacant, the Vice President shall assume the position for the remainder of the term.

Section 3 All other vacancies shall be filled from the recommendations made by the Nomination/Election Committee. The names of nominees must be given to the Board no later than 30 days after the position becomes vacant.

Section 4 In the event there is more than one (1) nominee for a vacant position, the nominee receiving the majority vote of the Board shall fill the position.

Section 5 In the event there are no nominations to present to the Board, the vacancy may be filled by a Member appointed by the President and approved by the Board.

- Section 6 Any Director, with exception of Treasurer, vacating his/her position before the expiration of the term of office, shall within ten (10) days, transfer all records of the position to the Board.
- Section 8 Should the Treasurer vacate his/her position before the expiration of the term, the Treasurer shall within five (5) days, transfer all records of the position to the Board for audit.

Article XVIII Director Removal

Section 1 Cause for Removal

An elected Director accused of malfeasance, misconduct, conflicts of interest, termination of employment, change in status of employment inconsistent with further membership in TOTEM, dereliction of duties, or failure to carry out the objectives and policies of TOTEM and the office held, shall be subject to a vote to remove from office.

Section 2 Procedures for Removal

- a. A petition submitted, in type written format, to the Board.
 1. By a majority vote of the Board.
 2. By 30 percent of the Members.
- b. The Petition shall include the charges and applicable documentation.
- c. Within five (5) days of receipt of the petition, eligibility verification of petition signers shall be completed.
- d. Upon completion of verification, a copy of the petition shall immediately be provided to the accused Director who shall have ten (10) days from receipt in which to offer a written rebuttal.
- e. Voting procedures for Director removal will be followed in accordance with Article XI, Section 2 Voting - Secret Ballot.

Section 3 Removal is without prejudice to the Collective Bargaining Agreement rights of the person being removed.

Section 4 Election or appointment of a Director does not in itself create contractual rights to that position with the exception of the right to indemnification.

Article XIX Employee Representatives

Section 1 Employee Representatives shall be a Member of TOTEM who are recommended by the President and approved by the Board.

Section 2 Duties

- a. Shall represent all employees in the Collective Bargaining Unit at investigatory meetings, evaluations and other meetings as may be necessary to resolve member issues.
- b. Shall assist the President in preparing a grievance.
- c. Shall serve as members of the Grievance Committee.
- d. Shall serve as liaison between the Board and all employees in the Collective Bargaining Unit at the worksite.
- e. Shall provide worksite contacts and Members with information about union activities.

- f. Shall organize and conduct worksite meetings regarding union issues.
- g. Shall attend monthly Employee Representative meetings, relevant trainings and special union meetings as needed.

Section 3 Employee Representatives may be reimbursed at the end of the fiscal year for their TOTEM membership dues.

Section 4 Employee Representatives may be removed for missing three (3) or more meetings and/or at the discretion of the Board.

Article XX Permanent Committees

All committees, with the exception of the Nomination/Elections and Negotiations shall consist of a minimum of three (3) Members (one of whom is a Director), shall hold meetings as necessary, shall take direction from and shall carry out the policies as set forth by the Board, and shall report to the Board.

Section 1 Finance Committee

- a. Shall have the Treasurer serve as Chairperson.
- b. Shall be responsible for development of the annual operating budget submitted to the Board for approval.

Section 2 Grievance Committee

- a. Shall have the Vice President or designee serve as Chairperson.
- b. Shall have the Employee Representatives as members.
- c. Shall monitor the grievances of TOTEM employees.
- d. Shall have APEA/AFT staff members serve as consultants.

Section 3 Negotiations Committee

- a. Shall have the President or designee serve as Chairperson.
- b. Shall consist of Members who represent the various TOTEM job classifications.
- c. Shall facilitate communication with the Negotiation Team and the membership.
- d. Shall be charged with gathering pertinent data for the Negotiating Team.

Section 4 Education Committee

- a. Shall have a Board Member at Large or designee serve as Chairperson.
- b. Shall educate members in leadership, grievance processing, membership rights, and other matters related to development and advancement of membership.
- c. Shall be responsible for promoting professional growth.
- d. Shall be responsible for assisting Members with the Professional Standards Program (PSP), Certified Administrative Professional (CAP), and any other relevant professional growth programs.
- e. Shall keep current and advise the Members on the availability of relevant continuing education and college courses.
- f. Shall be responsible for any TOTEM provided trainings, which includes the annual TOTEM Conference.

Section 5 Awards/Recognition Committee

- a. Shall have a Board Member at Large or designee serve as Chairperson.

- b. Shall be responsible for effective administration and promotion of awards and recognition for Members and other persons assisting TOTEM.
- c. Shall be responsible for programs at Membership meetings.
- d. Shall assist in the publication of membership information and updates.

Section 6 Sick Leave Bank Committee

- a. Shall have a Board Member at Large or designee serve as Chairperson.
- b. Shall while exercising reasonable discretion, review and approve or deny Sick Leave Bank applications.
- c. Shall maintain Member confidentiality by reporting to the Board only the number of Members assisted, the number of hours used and the balance of hours in the Bank.
- d. Shall consult with appropriate District personnel when necessary to evaluate applications.
- e. Shall provide written notification of the Committee's decision, by U.S. First Class Mail, to the applicant.
- f. Shall provide a copy of the written notification of the Committee's decision to Benefits, Payroll and HR Departments.
- g. Shall return completed applications to Payroll.
- h. The decision of the Committee shall be final and shall not be subject to grievance or appeal by the applicant.
- i. The Committee shall reserve the right to reconsider their decision for just cause.

Section 7 Scholarship Committee

- a. Shall have a Board Member at Large or designee serve as Chairperson.
- b. Shall be responsible for Member and Member Dependent Scholarships.

Section 8 Nominations/Elections Committee

The Nominations/Election Committee shall consist of five (5) Members who are not concurrently serving on the Board. The Committee shall include an Election Judge, a Teller and three (3) Checkers.

- a. Election Judge
 - 1. Shall be the Chairperson and shall be appointed by the President with Board approval for a term of one (1) year.
 - 2. Shall oversee the preparations and dissemination of ballots.
 - 3. Shall be the deciding voice should election problems arise during the ballot design, printing, dissemination, and counting process that the Committee cannot resolve.
- b. Election Teller
 - 1. Shall be appointed by the Election Judge with Board approval for a term of one (1) year.
 - 2. Shall be responsible for preparing the necessary ballot box(s), maintaining voting log(s) and preparing, certifying and delivering the election report.
- c. Election Checkers
 - 1. Shall be appointed by the Election Judge with Board approval for the term of one (1) year.
 - 2. Shall be responsible for counting the ballots and certifying the election report(s).

Section 9 Additional Ad Hoc Committees

- a. Ad Hoc Committees may be established by the President and approved by the Board as deemed necessary.
- b. Shall have a Member of the Board or designee serve as Chairperson.
- c. Shall within ten (10) days of the conclusion of appointment, transfer files to the Board.

Article XXI Finance

- Section 1 All checks written on the TOTEM account shall be co-signed by two (2) of the following people: President, Vice-President, Secretary, or Treasurer.
- Section 2 The fiscal year shall be July 1st to June 30th.

Article XXII Representation

- Section 1 The President and/or designee shall represent TOTEM at meetings where the good of TOTEM is involved and shall have the authority to exercise those duties and responsibilities as contained in the Collective Bargaining Agreement between TOTEM and the Anchorage School District.
- Section 2 TOTEM shall submit a list of members willing to serve as delegates to the Anchorage Central Labor Council (ACLC).
- Section 3 TOTEM shall submit the name of the President and a list of members elected at large as delegates to the APEA/AFT Biennial Caucus.
- Section 4 TOTEM shall submit the name of members elected at large as delegates to the AFT Convention.
- Section 5 TOTEM may have APEA/AFT staff members serve as representatives.
- Section 6 TOTEM recognizes APEA/AFT as its exclusive representative for the purpose of administration of Collective Bargaining Agreement. TOTEM shall control the content of contract proposals and shall direct APEA/AFT as to the concerns during negotiations.
- Section 7 TOTEM will maintain its full service contract administration service with APEA/AFT. The membership has the right, with a vote of a two thirds majority, to opt out of service administration.

Article XXIII Negotiations

- Section 1 The Negotiations Team shall be comprised of a minimum of six (6) members:
 - a. President,
 - b. Vice President or other Director,
 - c. Three (3) Members recommended by the Board,
 - d. One (1) alternate who will serve as the official recorder.
- Section 2 An APEA/AFT staff member may serve as a representative to the Team.

- Section 3 The President or APEA/AFT staff member shall serve as the Negotiator upon approval by two-thirds (2/3) vote of the Board.
- Section 4 The Negotiating Team shall remain intact until the conclusion of negotiations even if the members' terms of office have expired.
- Section 5 A log shall be kept by the recorder showing the date, hours spent, location, and attendance of TOTEM and the District team members of each negotiation session.
- Section 6 When across-the-table negotiations have ceased, the Negotiations Team shall present the proposed agreement to the Board for review.
- Section 7 The Negotiations Team will present the proposed agreement to the Members by electronic link.
- Section 8 Voting procedures for a proposed Collective Bargaining Agreement (contract) will be followed in accordance with Article XI, Section 2. Voting - Secret Ballot.
- Section 9 If the proposed agreement is rejected by the Members, the Negotiation Team will re-enter negotiations representing the Members' suggestions for consideration.
- Section 10 If the proposed agreement is accepted by the Members, the Negotiation Team shall deliver all related files and records to the TOTEM office within ten (10) days.

Article XXIV Contract Ratification

- Section 1 Informational meetings shall be held prior to the Contract Ratification vote.
- Section 2 Voting procedures for Contract Ratification will be followed in accordance with Article XI, Section 2. Voting - Secret Ballot.
- Section 3 If a majority of the vote is to reject the agreement and further negotiations have failed to reach agreement, a Strike Vote may be called. If the Vote is to strike, the TOTEM Board will decide when a strike will occur. Ratification of an Agreement would be necessary for Members to return to work.