



Constitution, Bylaws, & Code of Ethics

CONSTITUTION

ARTICLE 1 NAME OF THE ASSOCIATION

1.1. The name of the Association is the North Island College Faculty Association.

ARTICLE 2 PURPOSE

The purpose of the Association is to:

- 2.1. regulate relations between employees and the employer, including, but not limited to, the right to bargain collectively on behalf of the employees within the jurisdiction of the Association;
- 2.2. bring about improvements in the wages and working conditions of the membership, without discrimination, on the basis of level of appointment, assignment or job security;
- 2.3. promote democracy within the Association by maintaining the principles of freedom of expression for all members, regardless of sex, gender identity, gender expression, sexual orientation, age, marital status, parental status, religious belief, political belief, place of origin, disability, ethnicity, ancestry, race or summary conviction unrelated to employment or position in the Association;
- 2.4. promote the health and safety of the membership;
- 2.5. advance the professional development and interests of its members and allocate fair and equitable shares of the professional development fund.
- 2.6. establish and maintain membership in the Federation of Post-Secondary Educators of BC (FPSE).

ARTICLE 3 AMENDMENT

- 3.1. The Constitution of the Association may be amended by a special resolution of 2/3 (two-thirds) vote of the membership at an Annual General Meeting or Special Meeting duly called for that purpose.

BYLAWS

ARTICLE 1 MEMBERSHIP AND JURISDICTION

- 1.1. Membership is for all employees within the jurisdiction of the Association, regardless of sex, gender identity, gender expression, sexual orientation, age, marital status, parental status, religious belief, place of origin, physical disability, ethnicity, ancestry, race or summary conviction unrelated to employment or position in the Association. However, no person is eligible for membership who is an employee in a managerial capacity at North Island College.
- 1.2. Each member agrees to comply with the Constitution and Bylaws of the Association.
- 1.3. All faculty on the seniority list are members of the Association. When a member ceases to be employed at North Island College, that member shall retain right of representation and right to attend membership meetings, but cannot vote in, or stand for, an Executive position.
- 1.4. Members are expected to uphold the Association's Constitution, Bylaws and Code of Professional Ethics.

ARTICLE 2 EXECUTIVE OFFICERS

- 2.1. The Executive Officers of the Association shall consist of a President, Vice President/Chief Steward, Secretary, Treasurer, Chief Bargainer, Equity Officer, Past President (ex-officio), Noxsola and Stewards representing diverse College divisions/programs/campuses.
- 2.2. Officers of the Association shall have all power herein provided during their tenure in office and shall be empowered to act between Annual General meetings on all matters legislative, judicial, and administrative. They shall not have the power to amend or alter the Constitution or the Bylaws of the Association.
- 2.3. Nominations for Executive Officers, except the Chief Bargainer, Noxsola and Stewards, shall take place prior to the Spring Annual General Meeting. The Chief Bargainer shall be elected at the Fall AGM to start their term in January the year prior to the expiration of the current College Agreement. Stewards will be elected at the call of the Chief Steward and with the approval of the Executive. The Noxsola will be appointed in line with appropriate protocol.
- 2.4. Any regular member shall be eligible for election as an Officer of the Association pursuant to Article 1.3. In all cases, elections shall be held by a secure electronic

voting system, before, after or at an Annual General Meeting or Special General Meeting. The method of voting will be decided by the Executive, and members will be notified of the voting format at the time of the notice of the Annual General Meeting or Special General Meeting.

- 2.5. Where an office becomes vacant, the Executive may appoint an interim officer to serve the duration of the term.
- 2.6. The representatives on the Bargaining Committee shall be selected by the NICFA Executive with sufficient lead-time to effectively take part in the bargaining process and should represent diverse College divisions/programs.
- 2.7. Newly elected Executive members will take up their duties effective August 1st following their election at the April/May NICFA Annual General Meeting. All incoming Executive shall have the opportunity to attend FPSE orientation or training related to their positions.
- 2.8. The term of office for NICFA Executive Officers is two years renewable, except the Chief Bargainer and Noxsola. The Chief Bargainer, once elected, shall remain in the position until the Collective Agreement for which they were elected to negotiate is ratified by the members. The Noxsola, once appointed, shall remain in the position at their discretion.
- 2.9. NICFA will only remit money to North Island College for Executive release; NICFA cannot pay an Executive member's salary directly. NICFA may pay Honoraria.
- 2.10. Executive members who cease to be employees of North Island College must vacate their position immediately.
- 2.11. A NICFA Executive Officer may be removed from their position for serious breaches of duty, including gross misconduct, acting in violation of the NICFA Code of Professional Ethics, or failing to fulfill one's obligations as outlined in the job description.
- 2.12. Removal of the President, Chief Steward, Chief Bargainer, Treasurer or Secretary shall occur by a unanimous vote, minus one, of the Executive. Removal of a steward shall occur by 75% agreement of the Executive.

ARTICLE 3 DUTIES OF THE OFFICERS

During their terms of office all Executive Officers of NICFA shall:

- 3.1. Treat all faculty members with equal respect and concern.

- 3.2. Work to understand and address concerns unique to, or barriers specifically experienced by, equity-deserving members of NICFA, including sessional instructors
- 3.3. Provide contact information and be available for faculty to contact with their concerns.
- 3.4. Uphold the confidentiality and integrity of all faculty members during Executive discussions, faculty meetings, and grievance procedures.
- 3.5. Apprise the Executive of any correspondence to be distributed to faculty members and seek Executive approval before doing so.
- 3.6. Attend all Annual General Meetings, Special Meetings, and all meetings of committees they have agreed to be assigned to or have volunteered for, including membership on FPSE Standing Committees.

Contact FPSE for resources and support should conflicts arise between Executive members or between the Executive and a member which cannot be resolved informally.

ARTICLE 4 FINANCES

- 4.1. All remittances issued by the Association and all legal documents shall require the signature of the Treasurer and any one of the President, Vice President, Secretary, Chief Bargainer, or Equity Officer.
- 4.2. All major financial transactions of the Association shall be made by cheque and/or electronic transfer.
- 4.3. An internal financial review shall be conducted annually by two members of the Association who are competent to do so, and who are not members of the Executive. Their report shall be submitted to the Executive of the Association at least ten (10) days prior to the date of an AGM for presentation with the Treasurer's report at the Annual General Meeting.
- 4.4. If two qualified members are not available to undertake the review, the Executive may approve an external review.

ARTICLE 5 REVENUE

- 5.1. The revenue of the Association shall be derived from a per capita assessment to be determined at an Annual or Special Meeting.
- 5.2. The rate of dues to be deducted will be reviewed at an Annual General Meeting.
- 5.3. The revenue shall be used for general servicing of the membership, organizing, administration, membership in FPSE, and other purposes authorized at an Annual General Meeting.
- 5.4. A proposed annual budget shall be circulated to all members 14 days prior to the date of the Fall AGM to be approved by the membership at the AGM.

ARTICLE 6 MEETINGS

- 6.1. The Association shall hold two Annual General Meetings; a Spring AGM on or as close to the first weekend in May as possible and a Fall AGM in October.
- 6.2. The Association shall hold regular membership meetings as deemed appropriate by the Executive.
- 6.3. Notice of the time, date and place of Annual General Meetings must be circulated to all members at least two weeks prior to the date of the AGM.
- 6.4. Five percent of the membership of the Association as of October 1st of each year shall constitute a quorum at all meetings.
- 6.5. The Association's Executive may call special meetings. If the Association's Executive receives a petition from 15% of the membership, a Special Meeting must be called.
- 6.6. The notice of the date, time and place of a Special Meeting must be circulated to all members two weeks prior to the date of the Special General Meeting.
- 6.7. Robert's Rules of Order shall govern procedures at all meetings of the Association. The President or designate shall chair the meetings. All members shall have an opportunity to share their perspective.

ARTICLE 7 VOTING PROCESS

- 7.1. Voting by electronic means shall be allowed with respect to any motion of which notice is given prior to a General Meeting or date on which a poll is held. Ballots for the purpose of an electronic vote shall be sent out at least two weeks prior

to the meeting, or date on which the poll is held and will be valid if received by the closing date.

- 7.2. Ratification votes on a new Collective Agreement will be called the by Chief Bargainer. The Chief bargainer will circulate a summary of, and information about, the new Collective Agreement prior to the vote. Votes will be held electronically with the timeframe and process determined by the NICFA Executive.

ARTICLE 8 COMMITTEES

- 8.1. The Executive shall appoint such committees/representatives as required for the proper functioning of the Association.:

8.2. Labour/Management Committee

8.2.1 Mandate: as per Article 3.4.1 of the Collective Agreement, to clarify ambiguous contract language, attempt resolution of problems informally, to work to find acceptable solutions to college budgetary problems (that do not include reduction of contracts or layoff of members), and other matters that may be mutually agreed to be in the domain of the Labour/Management Committee.

The Labour/Management Committee's mandate does not include agreement to circumvent, bypass or otherwise alter the terms and conditions of the Collective Agreement outside of the collective bargaining process.

8.2.2 Membership: as per Article 3.4.2 of the Collective Agreement. Specifically, Faculty Association membership on the Labour/Management Committee will be the President, Vice President, and Secretary. From time to time other members of the Executive or other members of the Association may be invited to attend for the purposes of clarification of an issue, or because of special circumstances.

8.2.3 Minutes of Labour/Management meetings will be kept by the secretary. The Executive shall periodically report on matters discussed at Labour Management.

8.3. Bargaining Committee

8.3.1 Mandate: shall consider precedents set by the deliberations of the Labour/Management Committee, LOUs, gather data in preparation for bargaining, and bargain the new Collective Agreement.

8.3.2 Membership: the voting membership of the Bargaining committee includes the Chief Bargainer and the members who shall represent diverse College divisions/programs/campuses.

8.3.3 The Chief Bargainer shall call and chair Bargaining Committee meetings.

8.3.4 The Bargaining Committee, at their first meeting after their selection, shall elect a Vice-Chair.

8.3.5 A bargaining committee member, other than the Chief Bargainer, may be removed from their position for serious breaches of duty, including gross misconduct, acting in violation of the NICFA Code of Professional Ethics, or failing to fulfill one's responsibilities in the position.

8.3.6 Removal shall occur by 75% agreement of the bargaining Committee + the executive members who are not on the bargaining committee.

8.4. FPSE Standing Committee Representatives

8.4.1 Representatives for FPSE Standing Committees shall be elected every two years at the same time as the executive elections. Should a vacancy occur, the executive shall appoint a representative for the remainder of term. Representatives shall attend all Standing Committee meetings of the Federation, fulfill the committee expectations, and submit a written report to the membership at the Spring Annual General Meeting. Standing committee representatives need to be employed during the academic terms of September-June.

8.4.2 A standing committee representative may be removed from their position for serious breaches of duty, including gross misconduct, acting in violation of the NICFA Code of Professional Ethics, or failing to fulfill one's obligations as a standing committee member. Removal shall occur by vote of the executive.

ARTICLE 9 ALTERATION OF THE BYLAWS

9.1 The Bylaws of the Association may be altered by a special resolution of 2/3 (two thirds) of the membership attending an Annual General Meeting or at a Special Meeting or otherwise voting in accordance with these bylaws.

CODE OF PROFESSIONAL ETHICS

1. The following code of ethics states the general rules for all members of the North Island College Faculty Association [NICFA] for maintaining high standards of professional service and conduct toward students, colleagues, and the professional union. NICFA is the sole bargaining agent for all employees of the College covered by the Certificate of Bargaining Authority. All such employees shall, as a condition of employment, belong to NICFA.
2. In our capacity as instructors, members encourage the free pursuit of learning in their students. They will act toward the students with respect and dignity. They will demonstrate the best practices of their discipline, always mindful of their students' individual rights.
3. The member will respect the confidential nature of the relationship between instructor and student.
4. The member recognizes that a privileged relationship with students exists and refrains from any exploitation, harassment, or discriminatory treatment of students.
5. The member is willing to review with students the quality of service rendered by the member.
6. As colleagues, members have obligations that derive from common membership in the community of College instructors. Members do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates.
7. If a member has any occasion to criticize a colleague, that member will only do so after seeking out that colleague in private.
8. The member acknowledges the authority and responsibilities of NICFA and fulfills obligations arising from said membership.
9. The member adheres to the provisions of the Collective Agreement.
10. The member acts in a manner not prejudicial to job actions or other collective strategies of NICFA and its provincial body, the Federation of Post-Secondary Educators [FPSE].
11. The member does not make unauthorized representations to outside bodies in the name of NICFA.
12. The member does not engage in activities or practices that would bring NICFA into disrepute.

