



**North Island
College
Faculty
Association**

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. uphold collegial governance and the consultative model of administration;
- 2.4. promote principles of inclusion and equality 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, or race;
- 2.5. promote the health and safety of the membership;
- 2.6. advance the professional development and interests of its members and allocate fair and equitable shares of the professional development fund.
- 2.7. establish and maintain membership in the Federation of Post-Secondary Educators of BC (FPSE) or another provincial post-secondary educators' entity that works in solidarity to promote fair working conditions for faculty, and accessible, high quality learning conditions for students.

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, or race. No person is eligible for membership who is an employee in a managerial capacity at North Island College.
- 1.2. All faculty on the seniority list are members of the Association, even when a member ceases to be employed at North Island College. Members, when not employed by North Island College, shall retain the right of representation, to attend membership meetings, participate in strike and ratification votes, and vote in Executive elections, but cannot stand for an Executive position or collect Strike Pay.
- 1.3. Members are expected to uphold and comply with the Association's Constitution and Bylaws, Code of Professional Ethics and policies. Failing to do so may result in censure, pursuant to NICFA policies.

ARTICLE 2 COUNCIL & EXECUTIVE

- 2.1. The Executive of the Association shall consist of a *President, Vice President/Chief Steward, Secretary, Treasurer, Chief Bargainer, Equity Officer, Past President (ex-officio), Noxsola, Privacy Officer, the Social, Organizing & Job Action Chair*. The Council is the Executive and both Area and At-large Stewards representing diverse College divisions/programs/campuses.
- 2.2. Council of the Association shall have all power provided herein and in policy 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 Council positions, except the Chief Bargainer, Noxsola and At-Large 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. At-large Stewards will be appointed by the Executive to ensure campus and/or broader area representation. The Noxsola will be appointed in line with appropriate protocol.

- 2.4. Any regular member shall be eligible for election to an Association position pursuant to Article 2.3 unless prevented from doing so. Elections shall be held by a face-to-face or 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 Spring NICFA Annual General Meeting. All incoming Executive shall have the opportunity to attend FPSE orientation or training related to their positions. Both the incoming and outgoing presidents shall attend the FPSE AGM.
- 2.8. The Executive will establish quorum at its first meeting if not determined in policy.
- 2.9. 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.
- 2.10. 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 on an as-needed basis with the Executive's approval and to a maximum of \$250 per person, per year, to a maximum of \$500 total overall, unless otherwise approved by the Executive.

- 2.11. A member may not hold released Executive positions in excess of a 100% assignment unless some of that assignment/work is delegated or the Executive agrees.
- 2.12. Councilmembers who cease to be employees of North Island College vacate their Association position.
- 2.13. A NICFA Council member may be removed from their position for serious breaches of duty, including gross misconduct, acting in violation of NICFA policy or failing to fulfill one's obligations as outlined in the job description.
- 2.14. Removal of any officer or steward shall be a measure of last resort, occur pursuant to policy, and is subject to appeal.

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-denied 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, grievance procedures, and other Association business.
- 3.5. Apprise the Executive of any correspondence to be distributed to faculty members and solicit Executive input before doing so.
- 3.6. Attend Annual General Meetings, Special Meetings, Executive meetings, and all meetings of committees for which they have volunteered or to which they have been assigned, including membership on FPSE Standing Committees.
- 3.7. 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

NICFA Constitution & Bylaws Revised 2006, 2019, 2020, 2021, 2023, **2024**

- 4.1. All remittances issued by the Association 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 either a Chartered Professional Accountant or 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.

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 7 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. Meeting quorum shall be 25 members or more, excluding the Chair.

- 6.5. The Association's Executive may call special meetings. If the Association's Executive receives a petition from 30 members, 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 as deemed appropriate by the chair to ensure the orderly conduct of the meeting.

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 by the 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 permanently alter the terms and conditions of the Collective Agreement outside of the collective bargaining process.

8.2.2 Membership on Labour/Management is outlined in 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, to learn, and/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 The Bargaining Committee 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 in 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 appoint a Vice-Chair as required.

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

8.3.6 Removal shall be a measure of last resort, occur pursuant to policy, and is subject to appeal.

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. Should a vacancy occur, the Executive may appoint a representative for the remainder of term. Representatives shall attend all Standing Committee meetings of the Federation, fulfill committee expectations, and submit a written report to the membership at the Spring Annual General Meeting. Standing Committee representatives need to be employed within the academic year.

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 policy, or failing to fulfill one's obligations as a standing committee member. Removal shall be a measure of last resort, occur pursuant to policy, and is subject to appeal.

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 their 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.