

# CONSTITUTION OF THE GAVILAN COLLEGE FACULTY ASSOCIATION as amended 2010

## Article I. NAME AND LOCATION

The name of this Association shall be the Gavilan College Faculty Association (GCFA)/ CCA/CTA/NEA in Santa Clara County.

## Article II. PURPOSES OF THE ASSOCIATION

The Purposes of the Association are the following:

- A. to represent its members in collective bargaining relations with the college district,
- B. to better serve the educational needs of the community,
- C. to promote professional standards and attitudes within the faculty,
- D. to form a responsible, representative professional body which is capable of fostering good fellowship among members and directing and developing faculty group action on professional matters,
- E. to encourage cooperation and communication between the profession and the community,
- F. to promote teaching and learning in a positive, cooperative environment at Gavilan College.

## Article III. AFFILIATIONS

The GCFA is affiliated with the National Education Association (NEA), and a chapter of the California Teachers Association (CTA) and the Community College Association (CCA).

## Article IV. MEMBERSHIP

- A. Membership is open to any academic employee of Gavilan College whose position does not require an Administrative Credential.
- B. In compliance with negotiated contract language, credentialed personnel, either full-time or part-time, whose duties do not require an administrative credential, become members of this association upon payment of annual unified dues to the Gavilan College Faculty Association (GCFA), the Community College Association (CCA), the California Teachers Association (CTA), and the National Education Association (NEA).
- C. All full-time faculty (Category I = 67% plus FTE) become regular members with full membership rights.
- D. All part-time faculty who teach 20% or more of a full-time load (3 units or more LEH) during any semester become regular members that semester with full membership rights.
- E. All part-time faculty teaching under 20% load (under 3 units) may become regular members with all membership rights except for voting rights on the contract and membership on the Negotiating Team.
- F. Associate membership shall be open to any retiree previously an active member and any full-time faculty member on unpaid leave. Associate members are not eligible to vote or to hold any office or Membership Council responsibilities.

## Article V. DUES

Regular dues will be fixed by a majority vote of members present at a general membership meeting or by secret ballot of the membership, provided notice of any contemplated increase has been announced by the Executive Board and Representative Council two weeks in advance. Mandated increases in required affiliation fees, including CAP state arbitration reimbursement program, will be automatic and announced in a timely manner to the membership by the Executive Board. Associate member dues are set at \$5 per semester.

## Article VI. STRUCTURE

### A. The Executive Board

The Executive Board will consist of 5 elected positions and two ex officio members -the Past President of the GCFA and the President of the Academic Senate. The elected officers shall be the President, two Vice Presidents, a Secretary, and a Treasurer. The Executive Board will be advised and supported by a Representative Council consisting of the standing committee chairs and representatives from each academic department.

1. The President shall be a tenured, full-time faculty member. One Vice President shall be a part-time faculty member elected by the part-time faculty and the other shall be a full-time faculty member elected by the full-time faculty. The elected officers will serve 1-year terms.

- a. Any active member of the GCFA is eligible to run for office assuming they meet the qualifications.
- b. Nominations and elections will be run according to the by-laws.

2. The Executive Board will carry on the day-to-day running of the union with the advice and consent of the Representative Council and the membership. The Executive Board will meet on the second and fourth Tuesdays of the month during the spring and fall semesters. Other meetings may be scheduled by the president as needed. The regular schedule of the Executive Board meetings will be published and widely distributed at the beginning of each semester.

3. Executive Board members, except the President and any other officer who has release time, will be paid 1% of the Step 1, Track 1 full-time faculty rate, rounded to the nearest dollar (this is \$500 in 2010) at the completion of their terms.

## Article VII – COMMITTEES

A. GCFA Committees will be overseen and directed by the Executive Board, in consultation with the Representative Council. The Executive Board can create or dissolve committees as appropriate. Members will be nominated by the President, approved by the Executive Board, and reported to the Representative Council.

B. Standing GCFA committees will be the Mayock House Committee and the Member Care Committee

C. Ad hoc GCFA committees will be the Elections Committee, the Scholarship Committee, and any other committee needed as determined by the Council and/or the Executive Board

D. GCFA Committee Chairs will be nominated by the President and appointed by the Executive Board to serve 1-year terms.

E. Committees will operate as specified in the by-laws. They will write their own standing rules and have them approved by the Executive Board.

## Article VIII – REPRESENTATIVE COUNCIL

A. All Representative Council representatives will be voting members and will serve 2-year terms. The first year, half the representatives will serve a 1-year term and half will serve a 2-year term so the terms will be staggered. Lots will be drawn to determine who serves which term. Terms will start at the beginning of the calendar year.

B. Each academic department will elect one representative. Any union member of a department may run for the seat from that department.

C. The elected officers of the GCFA will all be ex officio members of the Representative Council.

D. The Representative Council will be co-chaired by the union president and a member of the council elected at the first meeting of the calendar year. Any other member of the executive board is ineligible to run for the co-presidency.

## Article IX – NEGOTIATING TEAM

A. There will be four members of the negotiating team. Members will be nominated by the Representative Council and

approved by the Executive Board. At least one of the members of the team must be a part-time faculty and the lead negotiator/spokesperson must be a tenured full-time faculty member.

B. Each member of the team will serve in one of the four positions to be determined by the team and approved by the Executive Board. The positions are –

1. The Lead Negotiator/Spokesperson. The position must be filled by a tenured, full-time faculty member. This person will attend all Executive Board meetings.
2. Recorder
3. Resource Person
4. Liaison with the Representative Council. This person will attend all Representative Council meetings.

C. Negotiators will serve for a three year term and the term will begin on July 1.

D. All negotiators will attend statewide and local trainings.

#### Article X. AMENDMENTS

The constitution may be amended in one of the following ways:

The Executive Board may submit an amendment to the Representative Council. The Representative Council must approve the amendment by a 3/5 (60%) vote. The membership must then approve the amendment by a 3/5 (60%) vote. Voting will be done as specified in the by-laws

OR

Any member may submit an amendment to the GCFA Constitution by getting a petition signed by 20% of the active membership. The Representative Council must approve the amendment by a 3/5 (60%) vote. The membership must then approve the amendment by a 3/5 (60%) vote. Voting will be done as specified in the by-laws