

**Nassau Community College Federation of Teachers**

**NCCFT  
Local 3150**

**Affiliated with New York State United Teacher, AFT, AFL CIO**

# **Constitution and Bylaws**

**April 15, 2025**

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## **NCCFT CONSTITUTION AND BYLAWS**

### **ARTICLE I: NAME and AFFILIATION**

A. This Organization shall be known as the Nassau Community College Federation of Teachers, Local 3150.

B. The Nassau Community College Federation of Teachers, Local 3150 (“NCCFT” hereafter) is affiliated with the New York State United Teachers and its national affiliates, the American Federation of Teachers, the National Education Association, and their successor organizations.

### **ARTICLE II: OBJECTIVES**

The objectives of the NCCFT shall be to:

1. Negotiate and administer collective bargaining agreements (CBA) between the NCCFT and the County of Nassau/Nassau Community College (its public employer),
2. Uphold the conditions of the contracts between the NCCFT and its public employer,
3. Uphold the rights of its members as stipulated in this Constitution and Bylaws and the contracts between the NCCFT and its public employer, and
4. Promote an atmosphere of academic freedom for faculty and students in the teaching-learning process, with respect to the pursuit of knowledge and the acquisition of values and skills.

### **ARTICLE III: MEMBERSHIP**

A. Membership will mean unified membership in the Nassau Community College Federation of Teachers, Nassau Community College Faculty Chairs Chapter of the NCCFT, the New York State United Teachers, and its affiliates.

B. “**Active**” membership is open to all bargaining unit member titles as recognized in the NCCFT and NCC Faculty Chairs Chapter of the NCCFT contracts. Active members are those employees who have completed a membership enrollment form and whose dues are current and paid in full. A person must be a dues-paying member of the organization for at least thirty (30) days before becoming eligible to vote in elections of the Organization.

**“Non-Active”** members are those members who are on temporary leave, or not employed for a semester(s), and not paying dues. Non-active members shall not be eligible to vote during the period of non-activity. Non-active members will return to active membership status upon their return to employment and the resumption of dues payments.

C. Members who have retired and no longer hold a job title delineated in the CBA may maintain their association with the NCCFT and shall be known as “affiliates.” Affiliates shall be eligible to participate in committees and membership meetings with voice but no vote. Affiliates shall be prohibited from voting in any organization matter.

D. A non-member is a person employed in a bargaining unit position who has not joined the union or who has withdrawn from the union. Non-members have no rights or privileges to participate in any union business. Refer to Article XV for information on non-member status.

E. Notice of intention to drop one's membership must be made on the Organization’s resignation form and sent by certified mail to the President of the Organization. Resignation of membership must be received by the Organization during the annual opt-out period of August 1-August 31. A member who drops his/her membership at any other time during the year shall be obligated to continue payroll dues deduction until the beginning of the next official drop period.

#### **ARTICLE IV: DUES**

A. Dues collection: Dues collection takes place via payroll deduction as described in the contract. In the event that the County ceases to deduct dues via payroll deduction, each member shall pay dues directly to the NCCFT either as a lump sum for the academic year within fourteen (14) days of the first day of the fall semester, or on the same schedule as the college payroll. If a faculty member begins their service to NCC in the spring semester, and joins the NCCFT, then they shall pay their pro-rated dues directly to the NCCFT as a lump sum for the balance of the academic year within fourteen (14) days of the first day of the spring semester, or on the same schedule as the college payroll.

B. Changes in dues for active members and retirees: Dues may be changed with the approval of the Executive Board by majority vote at a regular or special meeting called for that purpose, followed by approval of the membership with a majority vote at a regular or special membership meeting called for that purpose. The Treasurer will provide a written justification for the proposed change which shall be distributed to members at least seven (7) days prior to the meeting at which the vote is scheduled.

#### **ARTICLE V: OFFICERS**

A. The officers of the NCCFT/NCC Faculty Chairs Chapter of the NCCFT shall be the President, Vice President Classroom Faculty, Vice President Non-Classroom Faculty, Secretary, and Treasurer, each elected for a 3-year term. Terms begin on June 1 and end

May 31, staggered to maintain consistency and continuity on the Executive Committee. The President and Secretary serve one 3-year staggered term, while the Vice President of Classroom, Vice President Non-Classroom Faculty, and Treasurer serve another. The officers shall receive annual compensation as established by the Executive Board followed by approval of the membership with a majority vote at a regular or special membership meeting called for that purpose. This compensation shall increase in conjunction with the salary percentage increases established in the prevailing collective bargaining agreement. Each candidate for the position of Officer must be tenured at Nassau Community College and an active member of the NCCFT for the calendar year immediately preceding the election and at the time of the election. Officers of the NCCFT shall be delegates to meetings of the state and national affiliate organizations.

B. The officers shall have the following duties and responsibilities:

The President is the Chief Executive Officer of the NCCFT and the Chief Contract Negotiator. The President shall administer all affairs and execute all policies of the organization. The President shall preside at all Membership, Executive Committee and Executive Board meetings, and shall be an ex-officio member of all NCCFT committees or shall appoint another NCCFT officer to serve in that capacity. The President shall be the Contract Administrator and shall act as liaison with the state and national affiliate organizations. The President shall have the authority to execute Memorandum of Agreement(s) (MOA(s)). The President shall be authorized to sign checks.

The Vice President Classroom Faculty must be so classified. In the absence of the President, the Vice President-Classroom Faculty shall assume the duties and responsibilities of the President. In the event of a vacancy in the Presidency, the Vice President-Classroom Faculty shall serve as Acting President until an election can be held. The Vice President-Classroom Faculty shall be authorized to sign checks and perform other such duties as assigned by the President.

The Vice President Non-Classroom Faculty must be so classified. In the absence of both the President and the Vice President-Classroom Faculty, the Vice President Non-Classroom Faculty shall assume the duties and responsibilities of the President. The Vice President Non-Classroom Faculty shall be authorized to sign checks and perform other such duties as assigned by the President.

The Secretary shall record and distribute Minutes of Membership, Executive Committee, and Executive Board meetings. The Secretary shall be responsible for preparing summaries of meetings held with the college administration, elected public officials, and representatives from the state and national affiliate organizations. The Secretary shall keep a record of all Negotiating Committee Meetings. The Secretary shall maintain the Organization's website and perform other such duties as assigned by the President.

The Treasurer shall: (1) maintain records of all receipts and disbursements; (2) be responsible for collecting monies and paying bills; (3) keep records of all savings and checking accounts and file state and federal forms required by law; (4) submit annual financial reports to the Executive Board and a yearly financial report to the membership; (5) maintain accurate membership records; (6) maintain all records relating to the Joseph F. Carlino, Jr. Scholarship Fund and prepare an annual fund report; (7) prepare an annual

NCCFT budget which will be submitted to the Executive Board for approval; (8) prepare and make available written report(s) for amending the dues for members and/or retirees. The Treasurer shall be authorized to sign checks and perform other such financial duties as assigned by the President.

C. All officers shall be eligible to perform all Executive Committee duties not specifically named in this document.

## **ARTICLE VI: EXECUTIVE COMMITTEE**

The Officers of the Organization shall comprise the Organization's Executive Committee and shall meet as frequently as necessary to conduct the union's day-to-day business. In addition to the duties stipulated in the Constitution and Bylaws Article V, the Executive Committee shall carry out Organization policy and coordinate activities of the Organization's committees.

The Executive Committee shall meet with the Executive Board during regular Executive Board Meetings and at special Executive Board Meetings and shall meet with the membership during regular Membership Meetings and at special Membership Meetings.

The Executive Committee shall set the agenda for Executive Board meetings. Any Executive Board member wishing to place an item on the Executive Board agenda may do so by notifying the NCCFT Office in writing, at least three (3) business days prior to the scheduled meeting: such items will be placed on the agenda.

## **ARTICLE VII: EXECUTIVE BOARD**

### **A. Executive Board**

The Executive Board shall be comprised as follows:

1. One voting member and one alternate from each academic division. An "academic division" as used herein is equivalent to "department" as existed at Nassau Community College during the 2020-2021 academic year. Those academic divisions are:

(1) Accounting and Business, (2) Africana Studies, (3) Allied Health Sciences, (4) Art, (5) Biology, (6) Chemistry, (7) Communications, (8) Criminal Justice, (9) Economics Finance, (10) Engineering, Physics & Technology, (11) English, (12) Health, Physical Education & Recreation, (13) Healthcare Admin, Health Information, Medical Coding, Medical Assistant & Administrative Business Technology, (14) History, Political Science, Geography & Latin American Studies, (15) Hospitality Business, (16) Legal Studies, (17) Library, (18) Marketing, Retailing, Fashion Buying & Merchandising, Fashion Design & Interior Design, (19) Mathematics, Computer Science & Information Technology, (20) Mortuary Science, (21) Music, (22) Nursing, (23) Philosophy, (24) Physical Sciences, (25) Psychology, (26) Sociology, Anthropology, and Social Work, (27) Student Personnel Services, (28) Theatre & Dance, (29) World Languages and Cultures

- a. A member's affiliation shall be determined by the academic division where the majority of their assigned contact hours or clock hours fall during the full academic year (Fall and Spring term) in which an Executive Board election occurs.
  - b. If a member's status changes to "non-active" for part or all of the academic year during which an election for Executive Board occurs but they are otherwise eligible to participate, their academic division for voting and election purposes shall be determined based on their assigned contact or clock hours from their most recent full academic year (Fall and Spring term).
2. One voting member and one alternate from the Professional Faculty Unit ("PFU" hereafter).
3. If a new academic division is created, whether placed within an existing department or in its own department, it shall elect members and alternates to the Executive Board as soon as possible, but in no case later than the second Executive Board meeting after the creation takes effect.

#### B. Responsibilities

1. The Executive Board formulates policy, reviews, and votes on the annual NCCFT budget, oversees the operation of the Organization, serves as a forum for ideas, and facilitates communication within the Organization.
2. The Executive Board shall vote on the final contract proposal prior to its submission to the College/County.
3. The Executive Board may reverse an action of the Executive Committee by a two-thirds vote.

#### C. Alternates

The alternate shall have voice but no vote while attending an Executive Board meeting at which the elected member from their academic division/PFU is also present. In the absence of the elected member, the alternate may vote.

If both the elected member and the alternate are unable to attend, the elected member may designate any NCCFT member from the same academic division/PFU to attend with voice but no vote. The elected member shall send the name of this designee to the NCCFT Office prior to the meeting.

If both the elected member and alternate are unable to attend and cannot designate a replacement, the affected academic division or PFU shall appoint a member from the same to attend with voice but no vote. The academic division or PFU shall send the name of this designee to the NCCFT Office prior to the meeting.

When a vacancy of the voting member occurs, the alternate becomes the voting member for the remainder of the term of office.

#### D. Meetings

1. Regular Executive Board meetings shall be held four (4) times in the Fall semester and four (4) times in the Spring semester.
2. The Executive Committee shall set the agenda for regular Executive Board meetings. Any Executive Board member wishing to place an item on the regular Executive Board agenda may do so by notifying the NCCFT Office at least three (3) days prior to the scheduled meeting; such items shall be placed on the agenda.
3. A majority of the Executive Board shall constitute a quorum.
4. The NCCFT officers shall have voice but no vote at Executive Board meetings.

### ARTICLE VIII: ELECTIONS

Elections shall be conducted during the Spring and Fall semesters. All regular elections of Officers and Executive Board members shall be held during the Spring semester. Active members shall be afforded one vote in all voting matters.

#### A. DEFINITIONS AND FORM OF THE TELLERS' REPORT FOR NCCFT ELECTIONS

**Majority Vote** - The basic requirement for approval of an action, such as adopting a motion or electing someone to an office is, except where a rule provides otherwise, a *majority vote*. *Majority* means "more than half." A majority vote means more than half of the votes cast by persons eligible to vote, excluding blanks or abstentions, at a regular or properly called meeting, or in a properly conducted election. For example:

if 19 votes are cast, a majority (more than 9.5) is 10;

if 20 votes are cast, a majority (more than 10) is 11; and

if 21 votes are cast, a majority (more than 10.5) is 11 [RONR (12th ed.) 44:1]

**Ballots** - Voting by ballot is a method of voting used when the secrecy of members' votes is desired. Other methods of voting include but are not limited to: electronic voting, voice vote, show of hands, roll-call vote, and using voting cards.

**Determining the Number of Votes Cast in an Election by Ballot** - All valid ballots that indicate a preference are considered in determining the number of votes cast. Unintelligible ballots and ballots cast for a person not qualified to hold the office in question are counted as votes cast but are not credited to any candidate. Such ballots are treated as *illegal votes*. Blank ballots and other ballots that indicate no preference are treated as abstentions. Abstentions are not counted as votes cast.

**Example Form of the Tellers' Report:**

Tellers' Report

Number of votes cast	400
Necessary for election (majority)	201
Ms. A received	199
Mr. B received	198
Ms. Write-In received	2
Illegal vote, Mr. Retired (ineligible)	1

The tellers' report does not include the number of members eligible to vote nor the number abstaining.

If no candidate receives a majority, another vote must be conducted.

B. Delegates to the NYSUT Representative Assembly and other affiliates shall be elected in a manner consistent with the Constitution and By-laws of the appropriate state and national organizations and with the Landrum-Griffin Act.

C. All elections of officers of the Organization must be in accordance with the Labor-Management Reporting and Disclosure Act (LMRDA), also known as the Landrum-Griffin Act. No union funds or employer funds shall be utilized in any local election unless such funds are expended in a way consistent with the standards applicable to a union election which is subject to and governed by Title IV of the Labor-Management Reporting and Disclosure Act (LMDRA – Landrum-Griffin Act).

D. All elections shall be conducted via secret ballot. The principle of one-person, one-vote shall apply to all elections.

E. The union Secretary shall preserve all election records, including ballots, for a period of time not less than the term of office or the election cycle. Further, if the election is contested, the records shall be preserved for a period of not less than one year after a final determination is made in the contested election.



## F. ELECTION OF OFFICERS

At least thirty (30) calendar days prior to the scheduled election of officers, the Election and Tellers Committee shall designate and publicize the election date. Each candidate for the position of Officer of the NCCFT must be tenured at Nassau Community College and an active member of the NCCFT for the calendar year immediately preceding the election and at the time of the election.

In order to be placed on the ballot, a candidate must submit a nominating petition. Nominating petitions will be emailed by the NCCFT office. Petitions must contain at least fifteen (15) signatures of active members of the NCCFT. Signatures may be collected electronically or on paper. Completed petitions must be returned to the NCCFT office and the chair of the Election and Tellers Committee by the designated date. Late petitions will not be accepted.

Ballots will be sent by the Election and Tellers Committee with the method of voting clearly stated, the number of candidates nominated, as well as the date by which all ballots must be submitted. Late ballots will not be accepted. In addition to voting for the nominated candidates, the ballot must permit: (1) write in votes; and (2) abstentions.

There shall be a minimum of seven (7) calendar days between the distribution of the ballots and the election deadline. The Election and Tellers Committee shall prepare and send the Tellers' Report to the Executive Committee. The Executive Committee shall share the results, including the Tellers' Report, with the membership within twenty-four (24) hours of the close of the election. If no candidate receives a majority vote, then a run-off election shall be held between the top two candidates within seven (7) days.

In the event of a vacancy in the Presidency, the Vice President-Classroom Faculty shall serve as Acting President until an election can be held. In the event of a vacancy during the term of an officer other than the President, it shall be at the discretion of the Executive Committee to appoint an interim replacement to fulfill the duties of that officer until a special election can be held. This election shall be held as soon as practicable, but in no case later than thirty (30) calendar days following the occurrence of the vacancy, or, if the vacancy occurs outside the fall or spring semester, no later than thirty (30) calendar days after the subsequent Fall or Spring semester commences. The procedures for this election shall be the same as those followed for the Election of the Executive Committee.

## G. ELECTION OF THE EXECUTIVE BOARD

The election of the Executive Board members and alternates shall take place during the same month and year as that of the President of the Organization, and their term of office shall run concurrently with the three-year term of the President of the Organization.

At least 30 calendar days prior to the election of Executive Board members, the Election and Tellers Committee shall notify each academic department and the Professional Faculty Unit as to the date by which elections are to be completed as well as the positions

that will need to be filled. Members from each academic division or PFU shall be eligible to vote only for the member and alternate from their division or PFU. Each candidate must be an active member of the NCCFT for the calendar year immediately preceding the election.

If the academic department or the PFU does not have an election process stipulated in its bylaws, then the election will be overseen by the Personnel and Budget Committee for academic departments or Professional Advisory Committee for PFU. Appropriate personnel from the academic department or PFU shall prepare and send the Tellers' Report to the Executive Committee.

The alternates for each position of the Executive Board shall be elected by the same means.

When a vacancy of the voting member occurs, then the alternate will complete the term of office. When a vacancy of the alternate occurs or when a vacancy of both the voting member and alternate occurs, then a special election(s) shall be held as soon as practicable, but no later than thirty (30) calendar days following the occurrence of the vacancy, or, if the vacancy occurs outside the Fall or Spring semester, no later than thirty (30) calendar days after the subsequent semester commences.

## H. ELECTION OF COMMITTEE MEMBERS

Each candidate must be an active member of the NCCFT. Each candidate for the Promotion and Tenure Committee must be tenured and an active member of the NCCFT for the calendar year immediately preceding the election.

In order to be placed on the ballot, a candidate must submit a nominating petition. Nominating petitions will be emailed from the NCCFT office. Petitions must contain at least five (5) signatures of active members of the NCCFT. Signatures may be collected electronically or on paper. Completed petitions must be returned to the NCCFT office and the chair of the Election and Tellers Committee by the designated date. Late petitions will not be accepted.

Ballots will be sent by the Election and Tellers Committee with the method of voting clearly stated. The ballot shall contain the number of positions to be filled on the committee, the names of the nominated candidate, and the date by which all ballots must be submitted. Late ballots will not be accepted. The NCCFT Elections and Tellers Committee shall forward the results to the Executive Committee. The Executive Committee shall share the results with the membership within twenty-four (24) hours of the close of the election.

Positions will be filled by candidates who receive the most votes, from highest to lowest. In the event of a tie for an unfilled position, the Election and Tellers Committee shall conduct a run-off election. In the event an insufficient number of candidates are elected

to fill vacant positions, the Executive Committee shall have the right to appoint the remaining members. If candidates from the same academic division are elected to the Promotion and Tenure and/or Sabbatical committee, a run-off election shall be held between those candidates.

#### ARTICLE IX: COMMITTEES and RETIREE CHAPTER

All committee actions are subject to review and approval by the Executive Committee.

##### A. ELECTED STANDING COMMITTEES

###### 1. NEGOTIATING COMMITTEE

1. The Negotiating Committee shall consist of the Executive Committee of the NCCFT and two (2) at-large members elected by and from the members of the Union. Of the two at-large members, one shall be a member of the classroom faculty and one shall be a member of the non-classroom/professional faculty. The election of the at-large members of the Negotiating Committee shall take place at least six (6) months prior to the expiration date of the contract. The Executive Committee shall set the date of such an election and the procedure shall follow that of the election of officers. The term of office of the at-large members shall terminate with the ratification of the contract. The contract negotiator (President of the Union) has the right to determine the role of the at-large negotiators. The President of the NCCFT shall be the Chairperson of the committee.

2. The NCC Faculty Chairs Chapter of the NCCFT will have a representative who will assist in preparing the proposals for the chairs contract and be available during negotiations for questions.

3. Upon ratification of a new contract, each member of the NCCFT Executive Committee at the time of ratification shall receive a \$2500.00 stipend.

4. The Negotiating Committee will attend negotiation meetings with the Employer and negotiate in good faith on behalf of the members and their concerns and projected needs.

5. The Negotiating Committee will negotiate the contract with the assistance of a private attorney and/or NYSUT LRS.

2. PROMOTION AND TENURE COMMITTEE

1. The committee shall be composed as stipulated in the contract.
2. The members of this committee shall be elected according to the process outlined in the contract and in Article VIII.H of this Constitution and Bylaws and CBA.
3. The committee shall perform the duties stipulated in the contract and the committee bylaws.

3. SABBATICAL COMMITTEE

1. The committee shall be composed as stipulated in the contract.
2. The members of this committee shall be elected according to the process outlined in the contract and in Article VIII.H of this Constitution and Bylaws and CBA.
3. The committee shall perform the duties stipulated in the contract and the committee bylaws.

4. ELECTION AND TELLERS COMMITTEE

1. The committee shall have 5 members and 2 alternates, serving a 2-year term. Alternates shall be eligible to perform all committee functions and shall have voice but no vote, unless they are replacing a voting member who is absent. Membership shall include faculty from five different divisions. At least 1 member must be classified as classroom faculty and at least 1 must be classified as non-classroom or professional faculty.
2. The members of this committee shall be elected according to the process outlined in Article VIII, Section H.

3. At Membership and Executive Board Meetings, the Election and Tellers Committee shall:
  1. assist in establishing membership of attendees and the presence of a quorum;
  2. count votes when called upon to do so by the chair; and
  3. count ballots for contract ratification votes.
  4. If a meeting is to be held electronically, the Elections and Tellers Committee shall specify in advance how voting shall be conducted.
  
4. For elections of officers and committee members of the Union, the Election and Tellers Committee shall:
  1. conduct the elections as described in article VIII.F and VIII.H respectively,
  2. determine eligibility of candidates before placing them on the ballot, (department, rank, and active membership),
  3. oversee and set the rules for a candidates' forum, if necessary, for any contested officer position in advance of ballots being sent,
  4. Oversee the conduct of all elections of officers and all members of elected committees to ensure that the procedures set forth in this Constitution and the Labor-Management Reporting and Disclosure Act (Landrum-Griffin Act) are followed,
  5. obtain a current list of dues paying members from the Treasurer before distributing the ballots for each election to verify eligibility, and
  6. establish ballot procedures which shall protect the anonymity of the voter and prevent ineligible people from voting. These procedures shall be clearly indicated on the ballot.

5. The committee shall adjudicate and respond to all appeals and questions regarding the conduct of the election/ratification. Such appeals and questions must be submitted in writing to the Chair of the Committee within 5 business days of the official election results announcement. The Committee will render its decision in writing within 7 business days of receipt of such appeals and questions. In the event a determination by the Committee is disputed or challenged, an appeal to the Executive Board may be lodged by the aggrieved member(s). In the event the aggrieved member(s) believe the objection has still not been satisfactorily addressed, they may file an appeal to the American Federation of Teachers (AFT) Secretary-Treasurer.

## B. APPOINTED STANDING COMMITTEES

### 1. POLITICAL ACTION COMMITTEE:

1. A minimum of three (3) members, appointed by the Executive Committee, shall serve on the Political Action Committee.
2. The committee will elect a chair annually and a member of the Executive Committee shall serve as co-chair. The Executive Committee shall appoint the co-chair.
3. The Political Action Committee will serve as liaison with the political committees established by the New York State United Teachers affiliated with the American Federation of Teachers. It will undertake to inform local and state-wide politicians of the NCCFT views on issues affecting Nassau Community College. It will recommend and pursue political action designed to advance the interests of the NCCFT. All committee actions shall be subject to review and approval by the Executive Committee.

### 2. FRINGE BENEFITS COMMITTEE:

1. A minimum of three (3) members, appointed by the Executive Committee, shall serve on the Fringe Benefits Committee.

2. The committee shall elect its chair annually.
3. The Fringe Benefits Committee will bring to the notice of the Executive Committee ways of maximizing contractual and non-contractual fringe benefits. It shall evaluate proposals made by outside brokers and make recommendations to the Executive Committee.

### 3. NEW AND JUNIOR FACULTY MEMBERSHIP/EARLY CAREER DEVELOPMENT COMMITTEE

1. Membership is open to any full-time classroom, non-classroom, or Professional Faculty unit member hired after May 1, 2014 and who have been employed less than 15 years.
2. Five (5) members will be elected by the committee to serve as the committee's Executive Board.
3. The committee will serve as liaison between new and junior faculty and the Executive Committee. The committee will:
  1. report new and junior faculty concerns and represent faculty interests in discussions with the Executive Committee and committees of faculty governance,
  2. work collaboratively with the Executive Committee to ensure new members experience a seamless integration and onboarding process into the general membership, and
  3. serve as the standing forum in which new and junior faculty can share and discuss issues relevant to their welfare and experiences, and to which faculty may turn for peer advising and assistance.

### 4. SPECIAL EVENTS COMMITTEE

1. A minimum of three (3) members, appointed by the Executive Committee, shall serve on the Special Events Committee.
2. The committee shall elect its chair annually.
3. The committee shall plan and host all Union social events such as end of the semester luncheons, dinner/opera, and NCCFT retirement

parties. They will hire caterers, plan menus, and purchase party supplies, if necessary. All expenditures must be approved by the Executive Committee.

#### 5. HEALTH & SAFETY COMMITTEE

1. The Executive Committee shall appoint one member from each of the six (6) academic departments (as of fall 2024) as well as one member each from Library, Student Personnel Services, and the Professional Faculty Unit to the committee.
2. The committee will elect its chair.
3. The committee shall notify the Executive Committee of members' health and safety concerns as it pertains to workplace conditions. The committee will meet with other campus health and safety representatives. The committee will recommend solutions to health and safety problems on campus. Committee members will be encouraged to attend off-campus health and safety conferences and seminars.

#### 6. SCHOLARSHIP COMMITTEE

1. A minimum of three (3) members, appointed by the Executive Committee, shall serve on the Scholarship Committee.
2. The committee shall elect its chair annually.
3. The committee is responsible for ensuring that all criteria and/or provisions are upheld in the awarding of all NCCFT scholarships.

#### 7. CONSTITUTION AND BYLAWS COMMITTEE

1. A minimum of three (3) members, appointed by the Executive Committee, shall serve on the Constitution and Bylaws Committee.
2. The committee shall elect its chair annually.



3. The committee shall review the NCCFT Constitution and Bylaws annually and notify the Executive Board of the potential need for any amendment.
4. Should a member wish to propose an amendment, they may seek guidance from the Constitution and Bylaws committee.
5. All committee actions are subject to review and approval by the Executive Committee.

#### 8. GRIEVANCE COMMITTEE

1. A minimum of three (3) members, appointed by the Executive Committee, shall serve on the Grievance Committee.
2. The committee shall elect its chair annually.
3. The Grievance committee will review and assess potential issues. If the grievance committee and the NCCFT President agree to move forward, they will draft the grievance and file the grievance with the administration on request of the NCCFT President. The President has final decision-making authority over all Union grievances.

#### C. AD HOC COMMITTEES

1. Ad Hoc Committees may be appointed by the Executive Committee as the need arises to carry out specific tasks, at the completion of which – that is, on presentation of its final report to the Executive Board – it automatically ceases to exist.

D. Each chairperson shall submit to the Executive Committee an annual report by May 1st or two (2) weeks before the final Executive Board meeting of the semester, whichever comes first. Committee reports will be shared with the Executive Board.

E. Each committee that has bylaws shall submit them to the NCCFT office. If a committee's bylaws are amended, the committee chairperson shall submit the amended bylaws to the NCCFT office within seven (7) days of adoption. The NCCFT office shall make all committee bylaws available to members.

#### F. RETIREE CHAPTER

1. A retiree chapter will be established for the purpose of:
  - 1) maintaining the ties of professional unity between in-service members and retirees;
  - 2) representing and promoting the interests of retiree members;
  - 3) providing a forum for exchanging information of interest and benefit to retired members and for expression of their views;
2. The retiree chapter shall establish a constitution that delineates membership, officers, committees and their responsibilities. The chapter will elect its Chair; and
3. The Chair, or designee, shall serve as a non-voting member of the Executive Board.

### **ARTICLE X: MEETINGS**

#### A. MEMBERSHIP MEETINGS

##### 1. REGULAR MEMBERSHIP MEETINGS

Regular membership meetings of the NCCFT shall be held once in the fall semester and once in the spring semester.

##### 2. SPECIAL MEMBERSHIP MEETINGS

Special membership meetings may be called by the President. In addition, upon petition of ten (10) percent of the membership or two-thirds of the Executive Board, the Executive Committee shall call a special meeting with twenty-one (21) calendar days notice of receiving the petition during the fall and spring semesters, and within a reasonable amount of time otherwise. The purpose for calling a special meeting shall be clearly stated on the petition. The purpose and modality (e.g., in person or electronic) of the meeting shall be stated in the call, which shall be sent to the membership in advance of the meeting. No business other than that specified in the call may be transacted at a special membership meeting except for motions that may arise in connection with the transaction of that business.

### 3. QUORUM

Fifteen (15) percent of the membership shall constitute a quorum except at meetings the purpose of which is to amend the Constitution and Bylaws of the NCCFT or to ratify a collective bargaining agreement, in which case twenty (20) percent of the membership shall constitute a quorum.

## B. EXECUTIVE BOARD MEETINGS

### 1. REGULAR EXECUTIVE BOARD MEETINGS

Regular Executive Board meetings shall be held four (4) times in the fall semester and four (4) times in the spring semester.

### 2. SPECIAL EXECUTIVE BOARD MEETINGS

Special Executive Board meetings may be called by the President. In addition, upon receipt of a petition of a majority of the Executive Board, the Executive Committee shall call a special Executive Board meeting with twenty-one (21) calendar days notice of receiving the petition during the fall and spring semesters, and within a reasonable amount of time otherwise. The purpose for calling a special meeting shall be clearly stated on the petition. The purpose and modality (e.g., in person or electronically) of the meeting shall be stated in the call, which shall be sent to the Executive Board in advance of the meeting. No business other than that specified in the call may be transacted at a special Executive Board meeting except for motions that may arise in connection with the transaction of that business.

### 3. QUORUM

A majority of the Executive Board shall constitute a quorum.

## C. ELECTRONIC MEETINGS

Regular Membership meetings and Regular Executive Board meetings shall be held in-person. If a situation as determined by the Executive Committee makes an in-person meeting impractical, an electronic meeting may be held, provided sufficient notice is provided at least three (3) days before the scheduled meeting. If a meeting is held electronically, the Elections & Tellers Committee shall specify in advance how voting shall take place and how votes shall be tabulated. The following conditions must apply: (1) that the call for the meeting include the required means of meeting access; and (2) that participants have the opportunity to (a) participate aurally, (b) see the list of participants, (c) submit motions and amendments verbally or in writing, (d) vote, and (e) vote anonymously in cases for which ballot voting is required.

## **ARTICLE XI: PARLIAMENTARY AUTHORITY**

For all situations not addressed in this Constitution and Bylaws, the rules stated in the latest edition of *Robert's Rules of Order Newly Revised* shall apply.

## **ARTICLE XII: AMENDMENTS to the CONSTITUTION and BYLAWS**

1. Amendments to the Constitution and Bylaws can be made by any active member. An amendment must first be submitted to the Executive Committee in writing (NCC email) for review prior to sending to the Executive Board. The Executive Board will consider the amendment at a regular Executive Board meeting or a special Executive Board meeting called for that purpose. If an amendment is approved by a two-thirds (2/3) vote of the Executive Board, the Secretary must notify in writing the membership of the proposed amendment.
2. Adoption of the amendment requires a two-thirds (2/3) vote at a regular membership meeting, or a special membership meeting called for that purpose. The proposed amendment will be distributed to the membership at least fourteen (14) days prior to the meeting at which the amendment is to be considered. If the amendment passes, the Secretary will publish the amendment within seven (7) days of approval.

## **ARTICLE XIII: PROTECTION OF RIGHTS OF MEMBERS**

Active members shall be eligible to enjoy the rights and privileges provided in this section.

1. Active member(s) of this organization shall have equal rights and privileges, including but not limited to the right to sign a candidate's petition to run for office and apply for any NCCFT position requiring nominating petitions, to vote in elections or referendums, to attend membership meetings, to be eligible to be considered for appointment to committees, and to participate in deliberations and voting upon the business of the Organization. Active member(s) shall have the following services and benefits including, but not be limited to (a) the right to be represented by the union at disciplinary hearings and meetings/interviews with administrators, supervisors or their agents that may lead to disciplinary action; (b) the right to have access to NYSUT, AFT or NEA Member Benefits programs, including any benefit plans purchased by the NCCFT for the use of its members; and (c) the right to have access to NYSUT ELT (Education and Learning Trust) programs
2. No member may be fined, suspended, expelled, or otherwise disciplined (except for nonpayment of dues) by this Organization unless such member has been served with written specific charges and given a reasonable time to prepare a defense and afforded a full and fair hearing. The Executive Board, or a subcommittee thereof, shall conduct all disciplinary hearings.

3. This organization shall show no discrimination toward any individual or group of individuals on the basis of race, color, creed, national or ethnic origin, religion, sex, sexual orientation, gender identity or expression, age, physical or mental disability, marital or veteran status, pregnancy, pregnancy outcomes or political activities and beliefs.

#### **ARTICLE XIV: MEMBERSHIP RESPONSIBILITIES**

A. The general membership of the NCCFT has responsibilities to their fellow Union members. Among those are:

1. Honoring any labor related actions authorized by the NCCFT.
2. Honoring the contract agreement between the NCCFT and the County of Nassau/NCC.
3. Reporting contract violations to their Executive Board Member.
4. To differentiate between personal views and official Union positions.
5. Reporting the fraudulent receiving or misappropriation of any monies of the NCCFT.

#### **ARTICLE XV: NON-MEMBERS**

A. Any member of the bargaining unit(s) represented by the NCCFT that is not a union member as defined in Article III 1 B, shall not be eligible to receive from the NCCFT or its state and national affiliates any service or benefit not expressly provided for in or conferred by the prevailing collective bargaining agreement with the employer and the right to have access to NYSUT, AFT or NEA Member Benefits programs, including any benefit plans purchased by the NCCFT for the use of its members; and the right to have access to NYSUT ELT (Education and Learning Trust) programs

B. Non-members shall be ineligible to participate in any union activity reserved for members and for which the law does not provide access to. Furthermore, non-members are ineligible to participate in any social event, collegial event, professional event, meetings, or other such events conducted by the NCCFT.

#### **ARTICLE XVI: RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT**

A. When the Negotiating Committee has signed a Memorandum of Agreement for a new Collective Bargaining Agreement (CBA) the chair of the negotiating committee shall submit a draft of the Memorandum of Agreement (MOA) to the Executive Board, as soon thereafter as possible. The Executive Board shall consider the approval of the CBA MOA at a regular Executive Board meeting, or a special Executive Board meeting called for that purpose. A majority of the Executive Board present at the meeting must approve.

If the MOA is approved by the Executive Board the NCCFT Executive Committee will schedule a general or special meeting of the membership to discuss the MOA. Active members will be sent a copy of the MOA and a summary thereof, at least forty-eight (48) hours before the membership meeting. Thereafter, members will have seven (7) business days starting from the day balloting opens, to vote. Voting will be electronic. Once the Executive Committee signs the MOA, members shall be provided with a written summary and a copy of the MOA at least forty-eight (48) hours in advance of the ratification meeting. Approval of the MOA requires a majority vote of the NCCFT.

B. Memoranda of understanding, side letters, and other similar instruments agreed to by the NCCFT Executive Committee and the employer to clarify, facilitate, or implement the terms of the collective bargaining agreement do not require ratification by the general membership. However, any MOA that alters the terms and conditions of employment, salary and benefits, tenure and promotion policy and procedure, the grievance procedure, and/or disciplinary processes must be approved as provided in XVI of this Constitution.

C. Any Memorandum of Agreement that only impacts or involves only one or a limited number of members shall remain confidential.

## **ARTICLE XVII: REMOVAL OF OFFICERS**

No officer of the organization may be removed from office unless such officer has been served with specific written charges approved by a majority vote of the Executive Board. If so approved, the served officer will be given a reasonable time to prepare a defense and afforded a full and fair hearing, including the right to inspect all documents in the possession of others relevant to the accusation along with the right to question witnesses and present witnesses and evidence before the Executive Board. Following the hearing, the Executive Board may, by a two-thirds (2/3) vote, recommend to the membership of the organization that the officer be removed from office. Thereupon, the officer may be removed from office by a two-thirds (2/3) vote of the membership present and voting at a regular membership meeting or a special membership meeting called for that purpose.