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# Harper College Adjunct Faculty Association, IEA-NEA

## BYLAWS

March 14, 2018,  
Amended December 6, 2019

### Article I – Name, Goals and Objectives

#### Section 1 – Name

The name of this organization will be the Harper College Adjunct Faculty Association (hereinafter referred to as “HCAFA” or “the Association”), an affiliate of the Illinois Education Association (IEA) and the National Education Association (NEA).

#### Section 2 - Mission

The mission of HCAFA will be to promote the welfare of adjunct faculty and the educational process at William Rainey Harper College (hereinafter referred to as “Harper”, “Harper College”, or “the College”) in Palatine, Illinois.

### Article II – Membership Affiliation and Non-Discrimination

#### Section 1 – Membership

Membership will be open to all adjunct faculty employees and retired adjunct faculty employees employed or formerly employed by the College.

#### Section 2 - Affiliation

HCAFA will be affiliated with and comply with the Bylaws of the Illinois Education Association and the Constitution and Bylaws of the National Education Association. If there are any conflicts or inconsistencies between these Bylaws and the Bylaws or Constitution of the state or national organization, the state or national documents will govern.

#### Section 3 – Privileges

Full dues paying members will have full membership services and privileges, including voting, holding office, serving on committees and commissions, serving as a delegate to IEA and NEA assemblies, participating in fringe benefits provided by the Association and related enterprises, and such other rights and privileges as are conferred through the Association governance. Affiliate members, members who are not paying full dues and are not unit eligible but who choose to pay local dues, will be non-voting members but are able to fully participate in HCAFA events and will be able to serve as Executive Officers and shall be able sit on committees.

#### **Section 4 – Censure and Discipline**

In the event a charge is filed against a member by another member or members calling for censure, suspension, or expulsion of the member, the Executive Committee shall conduct a due process hearing and rule on the charge. The decision of the Committee may be appealed to the Representative Council and from there to the IEA Review Board. The local shall deny membership to an individual while that individual is denied membership in the IEA pursuant to NEA Bylaw 2-3.d.

#### **Section 5 – Non-Discrimination**

This organization shall not deny membership based upon race, color, national origin, religion, gender, sexual orientation, age, disability, marital status or economic status.

### **Article III – Governance**

#### **Section 1 – Executive Officers**

The Executive Officers of HCAFA will be the President, Vice President/ Grievance Chair, Secretary, Treasurer, and Membership Record Keeper.

#### **Section 2 – Executive Committee**

The Executive Committee will consist of the Executive Officers, Region Council Representative(s), and at least one Division Representative from each of the Divisions at Harper College as well as a Member-at-Large.

#### **Section 3 – Recall**

Any Executive Committee member may be removed by a two-thirds (2/3) vote of those members voting at a membership meeting when a majority of the membership is present. Such recall election will be conducted by the Elections Committee upon receipt of a petition stating the specific grounds of the recall and containing the signatures of thirty (30) percent of the membership.

### **Article IV – Executive Officers**

#### **Section 1 – Duties**

A. President – The President will be the chief executive officer with the power and the duty to enforce the Bylaws, carry out Association policies in the interim between Executive Committee meetings, sign contracts and agreements, represent HCAFA before the public either personally or through designees, appoint and remove members of all committees with the consent of the Executive Committee, serve as ex-officio member on all committees, and preside over meetings of the Executive Committee and the membership. Further, the President will have the power and duty to

perform all acts generally associated with the nature of the office, which are consistent with the Bylaws.

B. Vice President –The Vice President (Grievance Chair) will have the powers and duties of the President in the President’s absence, will succeed to the presidency pursuant to the Bylaws, will be responsible for handling grievances, and will otherwise have such powers and duties as may be assigned by the President.

C. Secretary – The Secretary will maintain the official files and will assist the president with association correspondence. The Secretary will keep minutes of each meeting of the Executive Committee and each meeting of the membership, and will coordinate the notification of members for all meetings.

D. Treasurer – The Treasurer will maintain the financial records, prepare an annual budget for approval by the Executive Committee, keep accurate records of expenses and income, and report such records at the Executive Committee meeting and the meetings of the membership, and cause an annual financial statement to be presented to the Executive Committee. The Treasurer will be responsible for the payment of bills in accordance with IEA-NEA policies.

E. Membership Records Keeper – The Membership Records Keeper will maintain the records of membership, and report such records at Executive Committee meetings and meetings of the membership. The Membership Records Keeper will be responsible for the updating and returning of membership rosters to IEA-NEA as per IEA-NEA policies.

## **Section 2 – Shared or Combined Positions**

A. All Executive Officer positions may be shared or combined.

## **Section 3 – Terms**

A. **Term.** The term of office for elected Executive Officers will commence on May 31<sup>st</sup>. The term will be two (2) years and until a successor is elected. Officers may succeed themselves.

B. **Election Date.** The election of officers will be conducted in March.

C. **Transfer of Records.** Within ten (10) calendar days after the completion of his/her term or vacating an office, each officer will transfer records to the incoming officer.

## **Section 4 – Vacancies**

A. **President.** In the event a vacancy occurs in the office of the President, the Vice President will automatically become President for the remainder of the unexpired term. If a vacancy occurs in any other office, the President will appoint a successor for the remainder of the unexpired term with the consent of the Executive Committee.

- B. **Other Officers.** If a vacancy occurs in any other office, the President will appoint a successor for the remainder of the unexpired term, with the consent by majority vote of the Executive Committee.
- C. **President and Vice President.** If a vacancy occurs in both the office of President and of Vice President, either the Secretary or Treasurer, whoever is the one who has served the greatest time as a voting member of the Executive Committee, shall assume the President's duties until an election is conducted by the Election committee within sixty (60) days to complete the unexpired terms.

## **Article V – Regional Council Representative(s) and Alternate Representative(s)**

### **Section 1 – Duties**

- A. IEA-NEA Regional Council Representative(s) will attend the regional council meetings, represent HCAFA and report council activities to the Executive Committee and membership as necessary.
- C. An Alternate Representative shall perform the duties of the Regional Council Representative in his or her absence.

### **Section 2 – Elections and Terms**

- A. The election of a Regional Council Representative will be as prescribed by the IEA-NEA Bylaws. The term will be for two (2) years and will commence on May 31. Alternate reps. equaling the number of Region Council reps. shall be elected the same way and at the same time as the Region Council reps. Reps. and Alternate Reps. will be elected at the same time as Executive officers.

### **Section 3 – Vacancies**

- A. Vacancies for regional council representative(s) and alternate representative(s) must be filled in the manner of the original election as prescribed by the IEA-NEA Bylaws.

## **Article VI –Division Representatives and Member-at-Large**

### **Section 1 – Duties**

- A. The Division Representatives and a Member-at-Large will be members of HCAFA elected to provide communication between HCAFA leadership and the members, distribute materials to members and conduct informative meetings. The Divisional Representatives and Member-at-Large will recruit volunteers for HCAFA jobs and activities and generate support for HCAFA positions and programs.

## **Section 2 – Training**

- A. HCAFA will provide training and keep the Divisional Representatives and Member-at-Large informed of HCAFA activities and positions and provide incentives for attracting and retaining divisional representatives.

## **Section 3 – Terms**

- A. Members in each division will elect Division Representatives and a Member-at-Large for two year terms at the same time officers are elected.

## **Section 4 - Vacancy**

- A. If a vacancy occurs in the position of Division Representative or Member-at-Large, the President will appoint a successor with the consent of the Executive Committee. Vacancy here is defined as non-participation for more than two (2) consecutive Executive Committee meetings. The Divisional Representative or Member-at-Large will then be notified of his/her deposed status and will cease to receive Executive Committee updates. Exceptions may be made by the Executive Committee based on extenuating circumstances such as, but not limited to, illness, injury, or a conflicting teaching schedule that does not allow attendance at Executive Committee meetings but the Divisional Representative or Member-at-Large continues to keep up and have input into the Executive Committee. Successors filling vacancies would fulfill the rest of the term with full voting privileges.

## **Article VII – Executive Committee**

### **Section 1 - Duties**

- A. In addition to the powers and duties enumerated in the Bylaws, the Executive Committee will conduct and supervise the business of HCAFA, annually adopt a budget, undertake such expenditures as are necessary and reasonable for the operation of the organization, consent to the appointment of committees, plan and recommend programs to the membership, monitor Bylaws, approve expenditures, and consent to the filling of vacancies.

### **Section 2 – Terms**

- A. The term of office for Executive Committee members, excluding officers and the Regional Council Representative(s), will be two (2) years and until a successor is elected and shall commence on May 31<sup>st</sup>.

### **Section 3 – Vacancies**

- A. If a vacancy occurs within the Executive Committee, excluding Executive Officers and Regional Council Representative(s), the President shall appoint a replacement for the unexpired term with the consent by majority vote of the Executive Committee.

### **Section 4 – Meetings**

- A. **Quorum.** A majority of the members of the Committee must be present to conduct business, and a majority vote of those present will rule.

**Regular Meeting.** The Executive Committee shall meet one time per month during the Fall and Spring semesters, and may meet as many additional times as necessary or reasonable to transact its business. 30% of the members of the executive committee must be present to conduct business, and a simple majority vote will rule.

- B. **Special Meetings.** Special meetings may be called by the President, or may be called upon the written request of a majority of the members of the Executive Committee.

## **Article VIII – Elections**

### **Section 1 – Elections Committee**

- A. **Composition.** The president will choose an elections committee with the approval of the executive committee. No person running for office may serve on the Elections Committee for that election.
- B. **Duties.**
  - 1. Establish procedures subject to the approval of the Executive Committee for nomination of candidates, dissemination of notices concerning the election and conduct of the election and tabulation of the ballots consistent with procedures established by the IEA Elections Committee.
  - 2. Hear initial election challenges.
- C. **Vacancies.** Should a vacancy occur on the Committee, whether because a member becomes a candidate for office or for any other reason, the vacancy will be filled in the manner of the original appointment.

### **Section 2 – Election Procedures**

- A. **Calendar.** The Elections committee shall establish a local election calendar with nominations and election timelines.
- B. **Conduct.** All elections will be conducted by open nomination and secret ballot or electronically.

- C. Nominations.** Reasonable notice will be given for nomination to all offices to be filled. Notice will include time, place, and method for submitting nominations.
- D. Write-In Provisions.**
1. A write-in provision is required if the number of declared candidates is less than the number of positions available.
  2. In cases of elections where the local officer will also serve as a delegate to the IEA or NEA Representative Assembly, a write-in provision is required.
- E. Eligibility.** All active dues paying members must be afforded the opportunity to run for and vote in any election representing active members. This does not include fair share or reserved members.
- F. Notice.** A fifteen (15) day notice of local elections will be given by posting or by other means.
- G. Consistency.** All election procedures will be consistent with Regional, State and Federal requirements.
- H. Use of Dues.** No dues may be used in support of a candidate for any Local, Regional, state or National office.
- I. Offices Governed by this Article.** All Local Officers, Division Representatives, Regional Council Representatives, Delegates to IEA Representative Assembly, Delegates to NEA Representative Assembly.
- J. Runoff Elections.**
1. In the event that there is no candidate who has received a majority of the votes cast for a particular office, the Elections Committee shall immediately conduct a runoff election between the two candidates who had received the highest number of votes for that office. However, elections for Delegates to the IEA and NEA Representative Assemblies shall be decided by plurality votes, except where a candidate is elected as a delegate by virtue of being elected as a local officer.
  2. Runoff elections will be run in the same manner as the original election.
- K. Results of the Election.** The results of the election must be published in a timely manner which allows members to obtain the information without unusual effort.

### **Section 3 – Election Challenges.**

Any member desiring to challenge the conduct of any election must file a written challenge according to the procedures as follows:

- A. Local Level** – Initial challenges to all local elections governed by this Article will be filed with the Local Elections Committee. Such challenges must be made no later than 7 calendar days of issuance of the election results.
- B. Region, State and National Level** – Consult the region, state, and national governing documents for additional challenge procedures and timelines, especially for offices which serve as delegates to the IEA and NEA Representative Assemblies.

### **Article IX – Arbitration and Grievance Appeal**

- A. The Executive Committee shall decide whether or not a grievance will be processed to final and binding arbitration. Recommendations should be provided to the Executive Committee by the vice president (grievance chair) from the Grievance Committee. The affected member (or a designated representative if there are several grievants) has a right to address the Committee before the Committee decides whether to take the matter to arbitration.

### **Article X – Committees**

#### **Section 1 – Appointment**

Committees may be established on an ad hoc basis by the Executive Committee. The President shall appoint members to standing and ad hoc committees and designate the chairperson with the consent to all appointments by the Executive Committee. The chairs of standing committees will be non-voting members of the executive committee. Ad Hoc committee chairs will not be considered part of the executive committee

#### **Section 2 – Standing Committees**

There will be the following standing committees: Negotiations, Grievance, Communications/Public Relations, Membership, and Elections.

#### **Section 3 – Negotiations**

Research and negotiate contractual language with the college.

The Negotiations Committee shall explore and prepare programs as necessary in all areas of employee welfare, contractual and otherwise. The committee shall solicit input from the membership as a whole. The Negotiations Team will be appointed by the President with the consent of the Executive Committee.

#### **Section 4 – Grievance Committee**

To meet with President as needed and process all grievances with the college. The Grievance Committee shall be responsible for monitoring and enforcing the contract. It shall assist members in the application of the grievance procedure. It will make recommendations whether to arbitrate grievances to the Executive Committee.

#### **Section 5 – Communications/Public Relations Committee**

To promote inter and intra Union communication. The Public Relations committee shall be responsible for planning and implementing the Public Relations activities of the local association.

#### **Section 6 – Membership Committee**

To increase membership and run social activities for the unit membership. The Membership Committee shall organize and conduct the annual membership drive. It shall inform the potential membership of the policies, programs, and accomplishments of the local, state, and national Associations.

### **Article XI – Meeting of the Membership**

**Section 1.** One general membership meeting will be held per year at a time and place determined by the executive committee. Regular meetings of the membership will be held once in the Fall and once in the Spring semester.

**Section 2.** Special meetings of the membership may be called by the President, a majority of the Executive Committee, or a petition by thirty (30) percent of the membership. A quorum shall be the number of members present at a meeting. Except in case of emergency, at least five (5) days' notice shall be given. The Secretary shall notify the membership as soon as possible.

### **Article XII – Voting**

- A. Unless otherwise provided herein, the adoption of all business by the Executive Committee and the membership must be by a simple majority of those voting. Proxy voting is not permitted. Electronic voting is not permitted for elections for any officers or delegates, but may be used for contract ratification, membership dues increases or bylaw changes. For electronic voting notice must be given to members at least five (5) days before the vote and voting needs to remain open for at least five (5) days after the ballot is delivered, provided that the number of votes cast constitutes a quorum.

### **Article XIII – Parliamentary Authority**

- A. All meetings of HCAFA will be governed by Robert’s Rules of Order, Newly Revised.

### **Article XIV - Meeting Procedure**

- A. The following is a list of meeting etiquette for HCAFA meetings. Members are expected to comply with the following\*:

To build our working relationship and create a climate of trust, we pledge to do the following:

- Respect one another
- Actively listen to one another
- Communicate with candor and honesty
- Seek information before reaching conclusions
- Focus on the future and not the past
- Embrace the challenges of the future
- See problems as opportunities to work together
- Recognize and value each other’s needs and interests
- Seek consensus whenever possible
- Recognize and value the dignity, contributions and responsibilities of each other
- Encourage and support risk-taking
- Build shared vision

\*Taken from the IEA Hickory Ridge Commitment of August 7, 2003

### **Article XV – Notice**

- A. Wherever the word “notice” is used, notice may be given by personal delivery, on paper, electronically or other method to reasonably assure receipt by the necessary parties.

### **Article XVI – Dues**

- A. Local dues will be established by the Executive Committee and ratified by the membership. The IEA-NEA dues will be transmitted to the IEA-NEA pursuant to IEA-NEA policies. The books and records of HCAFA will be open to inspection by any member upon reasonable request.

**Article XVII – Savings Clause**

- A. In the event a portion or portions of these Bylaws are found to be inconsistent with state or federal law, such portions to the extent that they violate the law will be deemed deleted and of no force and effect.

**Article XVIII - Amendment of Bylaws**

- A. Proposed revisions of these Bylaws must be submitted by the Executive Committee to the full membership at a regular or special meeting and a majority two-thirds (2/3) vote of those present will rule as to the acceptance or rejection of these revisions,, provided that all members of the Association have been sent notice of the date and place of the meeting and the proposed revisions(s) at least fourteen (14) days prior to the meeting.

Adopted March 14, 2018

Amended December 6, 2019