

# Teaching Assistants' Union of Memorial University of Newfoundland

# CONSTITUTION

## Article I

### Name

This organization shall be known as the Teaching Assistants' Union of Memorial University of Newfoundland (TAUMUN) and shall maintain its offices in the Province of Newfoundland and Labrador.

## Article II

### Objects and Purposes

**The objects and purposes of this Union shall be as follows:**

**Section 1** To regulate relations at Memorial University of Newfoundland (MUN) between employer and employees, and in particular, Teaching, Research, and Graduate Assistants in St. John's, Newfoundland and Labrador at MUN, through collective bargaining.

**Section 2** To improve wages and working conditions and to maintain and protect the interests of the members of the Union.

**Section 3** To unite workers in one organization regardless of race, sex, creed, color, marital status, sexual preference, disability, political or religious affiliation, or place of national origin.

**Section 4** To improve health and safety conditions in the workplace, to eliminate occupational injury and disease, and to make the workplace health-enhancing.

**Section 5** To educate the membership in the history of the labor movement, in its role in social progress and its impact on the community; to assist members in being alert and vigilant to the events of the world affecting workers; to encourage the members to become involved in political action with the aim of provoking the ideas and candidates advancing the rights of workers; including adequate public pension, free universal medical care, guaranteed annual income, and adequate services to people.

**Section 6** To engage in legislative, political, educational, civic, welfare, and other activities which further, directly or indirectly, the joint interests of the membership of this union in the improvement of general economic and social conditions of Canada, the Province of Newfoundland and Labrador, and generally in the nations of the world.

**Section 7 (a)** To work together with other trade unions for the solidification of the entire labor movement. To provide assistance, financial and otherwise, to labor and other organizations in Canada and other parts of the world having purposes and objectives similar or related to those sought by this organization.

**(b)** In accordance with this Constitution, the Executive Board is authorized to take whatever action is required to enable the Union to mobilize, assist, and work with other organizations and unions, alone or in combination, toward the objective of meeting the urgent problems which confront workers in society and labor movements.

## **Article III**

### **Jurisdiction**

**Section 1** The geographical jurisdiction of this Union shall encompass the City of St. John's in its entirety of the Province of Newfoundland and Labrador, and all areas where those working as Teaching, Research, and Graduate Assistants for Memorial University of Newfoundland reside or work.

## **Article IV**

### **Membership**

**Section 1** All persons engaged in work within the geographical jurisdiction of the Union shall be eligible for membership in the Union.

**Section 2** Notwithstanding and without limiting Section 1 above, a person is eligible for membership: who is employed within a bargaining unit represented by the Union or who is employed within or seeking employment within a bargaining unit for which certification is being sought; who is engaged in work for gain and who is employed by an employer who is the subject of an active organizing effort by the Union; who is an employee or salaried officer of the Union; or who meets such other conditions as may be established by the Executive Board.

**Section 3** All members shall be subject to the Constitution of this Union and any duly authorized bylaws, rules, or regulations.

**Section 4** A person who signs an application for membership requesting membership in the Union and pays a fee not less than the minimum set by applicable labor relations law is deemed to be a member in good standing of the Union until there has been an order for certification granted by the appropriate Labour Relations Board for the bargaining unit or proposed bargaining of which he/she is a member. This provision

shall not relieve a member from the obligation to pay all dues and assessments which may otherwise be applicable. Membership under this section shall lapse in the event of an unsuccessful certification campaign.

## **Article V**

**Union Officers and Executive Board** of the Union shall consist of

### **Amended Section 1** The officers

- (i) a President, who shall be elected in accordance with the provisions of this Constitution;
- (ii) a Vice President, who shall be elected in accordance with the provisions of this Constitution;
- (iii) a Secretary, who shall be elected in accordance with the provisions of this Constitution; (iv) a Treasurer, who shall be elected in accordance with the provisions of this Constitution; and
- (v) a Director, Member Benefits, who shall be elected in accordance with the provisions of this Constitution.

**Section 2** A majority of the Executive Board, as officially constituted, shall be a quorum to conduct Union business. Each member of the Executive Board shall have one vote. In the event of a tie vote, the President shall cast the deciding vote.

**Section 3** The Executive Board shall meet as often as is necessary but not less than every two months. Special meetings of the Executive shall be called by the President or Vice President acting in the absence of the President.

**Section 4** The Executive Board shall have full authority to perform all acts and duties necessary for carrying out the business of the Union pursuant to this Constitution, except where otherwise provided in this Constitution. Without limiting the generality of the foregoing, the Executive Board shall have the responsibility of managing the administrative and financial affairs of the Union, including the authority to establish appropriate Union policy on matters of financial management and administration.

**Section 5** Without limiting the general authority of the Executive Board to manage and administer the affairs of the Union, the Executive Board shall have full authority to negotiate and enter into any of the following agreements:

- (i) Organizing Assistance Agreements whereby the assistance of a national or international union is obtained for the purpose of assisting the Union and organizing potential members into a bargaining unit for which certification or voluntary recognition will be sought;
- (ii) Affiliation Agreements whereby the Union affiliates with a national or

international union;

(iii) Merger Agreements whereby the Union merges with a national or international union;

(iv) Servicing Agreements whereby a national or international union provides to the Union expertise and assistance in matters of organization, administration, and generally the provision of services to members and prospective members of bargaining units so as to carry out the objectives of the Union.

**Section 6** -*The signing officers of the Union shall consist of the Treasurer, the President, Vice-President. Such signing authority shall include all documentation in the ordinary course of business, provided, however, that an application for certification may be signed by any two members of the Executive Board. In the event that there is a planned absence or physical relocation from St John's for more than 15 days, of 2 or more signing authorities, the Executive Board may select as many interim executive signatories as needed to maintain the function of union business.*

**Section 7** The Executive Board shall be responsible for engaging administrative and secretarial personnel and representatives, and may fix salaries and working conditions for such personnel. *The rate of pay for all staff positions shall be no less than the current hourly rate of TAS/RA/GA's.*

**Section 8** The members of the Executive Board shall oversee the annual audit of the books of the Union and arrange for the presentation of audited financial statements of the Union to the membership at a membership meeting not later than *two (2) months after the fiscal year end of Aug 31st.*

**Section 9** The Executive Board shall approve all initial proposals for collective bargaining and, subject to ratification by the members of the bargaining unit, shall approve all proposed Collective Agreements which have been agreed to by the negotiating committee for any bargaining unit.

**Section 10** The Executive Board shall determine whether the grievance of any member under a Collective Agreement shall be referred to arbitration, and upon the particular terms to which such referral to arbitration may be subject.

**Section 11** In the event of a vacancy on the Executive Board existing at any time other than at an election, the remaining members of the Executive Board shall have the authority to fill such position, but an election must be held for the position within 3 months. No person can hold temporary executive positions (either a single position or a combination of positions) for more than 3 months in total per fiscal year.

**Section 12.** To create new executive positions, a motion must be put forward at a meeting with at least 5% of the members present.

## Article VI

### Committees

**Amended Section 1** The Union shall establish the following standing Committees:

- (a) Stewards Council
- (b) Grievance Appeals Committee
- (c) Communications Committee
- (d) *Events & Engagement Committee*

**Section 2** *Membership on all committees shall be appointed by the Executive Board, with chairpersons elected through email vote by the committee the chair represents & the Executive Board.*

**Section 3** All committee chairpersons shall report to the Executive Board on a regular basis.

**Section 4** Stewards Council shall be chaired by the Chief Shop Steward and shall include (1) *Chief Shop Steward*, (1) *Grenfell Steward*, (1) *Labrador Steward*, and (3) *Stewards*. The Stewards Council shall meet not less than once every two (2) months and may, from time to time, meet jointly with the Union Executive Board. The Stewards Council shall act as a liaison with the members at various worksites and shall foster the rights of members under the Union's Collective Agreements.

**Section 5** The Grievance Appeals Committee shall be chaired by a member selected in accordance with Section 2 of this Article. *The Grievance Appeals Committee will consist of four (4) members, including the duly appointed chair.* The Chief Shop Steward will present all grievances to the Committee for consideration once the grievance procedure in the Collective Agreement has been exhausted. The Committee shall present its recommendation as to the future course of the grievance to the Executive Board. In the event of no active grievances, the Grievance Appeals Committee shall be assigned duties by the Executive Board. The chair shall be responsible for notifying the Executive Board when the grievance committee is in & out of grievance work.

**Section 6** The Communications Committee shall be chaired by a member elected according to Section 2 of this Article. *The Committee shall consist of three (3) Committee members, including a duly appointed chair. The Committee shall be responsible for facilitating communication of Executive Board & General Union Updates to the Executive Board through physical & digital media. The Committee shall work in conjunction with the Secretary to develop communication strategies & address gaps in information dissemination as needed.*

**Section 7** *The Outreach & Engagement Committee shall be chaired by a member elected according to Section 2 of this Article. The Committee shall have four (4) members. Including the duly appointed chair. The Committee shall be responsible for:*

1. *Planning and Assisting the Executive with Social Events*

2. *Planning and coordinating member engagement in advocacy and campaigns approved by the Executive Board.*
3. *Supporting outreach and mobilization efforts during strike action, including communications to the membership regarding strike activity, logistics, and solidarity initiatives.*
4. *Advising the Executive Board on strategies to strengthen participation and solidarity in campaigns and collective actions.*

**Section 8** The Union Executive Board shall, at its discretion, establish any other committees either as a standing committee or a special committee on a temporary basis that it may require.

## **Article VII**

### **Duties of Officers**

**Section 1** President — The President shall preside at all membership meetings of the Union and at meetings of the Executive Board. The President shall supervise all other officers in the exercise of their respective duties. The President shall be an ex officio member of all standing and special committees: he/she shall, with the approval of the Executive Board, appoint the chair of the negotiating committee of the local. The President shall sign all membership cards after membership applications have been processed in accordance with the provisions of this Constitution, and such signature shall constitute proof of admission of a member into the Union. The President will be one of the moderators for the TAUMUN website and will guide and assist the Secretary and other Executive Officers in the website updates if necessary. The President *shall undertake other duties as are assigned from time to time by the Executive Board.*

**Section 2** Vice President — The Vice President shall perform the duties of the President in the absence of that officer and any other duties delegated to the Vice President by the President. Also, this officer should attend the bargaining meetings on behalf of the Executive Board. The Vice President will be responsible for updating the Bargaining Committee news on the TAUMUN website regularly. The Vice-President *shall undertake other duties as are assigned from time to time by the Executive Board.*

**Section 3** Secretary — *The Secretary shall be responsible for maintaining the records of Meeting Minutes which shall be taken by the office manager and shall notify members of the time and place of Union meetings and shall be responsible for such other notices to the membership as are provided in this Constitution and shall undertake other duties as are assigned from time to time by the Executive Board. The Secretary will be the Supervisor in charge of updating the TAUMUN website & social media regularly. The Secretary shall be responsible for collaborating with the Communications Committee to manage the communication strategies & outreach of*

*the organization.*

**Section 4** Treasurer — The Treasurer shall pay all bills authorized for payment by the Executive Board. The office of the Treasurer shall keep complete and accurate records of accounts and membership dues payments. The Treasurer shall report on the Union's finances and good standing of members at all regular meetings of the Union and, whenever called upon by the Executive Board, shall present the accounts for audit in accordance with the provisions of this Constitution. This officer will be responsible for updating any necessary financial matters on the TAUMUN website in a regular manner. The Treasurer *shall undertake other duties as are assigned from time to time by the Executive Board.*

**Section 5** Director, Member Benefits- The Director of Member Benefits shall be responsible for the employee assistance fund and any additional Benefit funds that need to be allocated by TAUMUN to its members. The Director shall also be responsible for engaging with membership and support efforts to improve & expand service & offerings to Membership. The Director *shall undertake other duties as are assigned from time to time by the Executive Board.*

## **Article VIII**

### **Membership Meetings**

**Section 1** A general membership meeting of the Union membership shall be held semi-annually. An annual meeting shall be held in late September or early October for the purpose of receiving annual reports, the consideration of business, and electing officers. The annual meeting and elections, and installation of officers shall be held at a time and place established by the Executive Board.

**Section 2** Additional meetings of the membership of the Union may be held whenever warranted.

**Original copy Section 3** Meetings of the membership of the Union must be called by the Secretary of the Union, and he/she shall give not less than five (5) days' notice to the membership in advance of every membership meeting.

**Amended Section 3** *Meetings of the membership of the Union must be called by the Secretary of the Union, and they shall give no less than ten (10) days' notice to the membership in advance of every membership meeting.*

**Section 4** In the event of an emergency, the Executive Board may call a special membership meeting on less than five (5) days' notice.

**Section 5** A special membership meeting must be called by the Secretary on instructions of the Executive Board or upon receipt of a written petition signed by not

fewer than 10% of the membership in good standing at the time of the filing of the petition.

**Section 6** A special meeting shall be held to ensure full discussion of any proposed Collective Agreement. At least forty-eight (48) hours shall lapse between the distribution of the proposed agreement and the start of the special meeting. The Executive Board shall give forty-eight (48) hours' notice of the time, date, and location of such a meeting. Every effort must be made to schedule such a meeting so that the maximum number of members can attend.

(a) At the end of such a meeting, unless the meeting resolves to postpone the ballot, voting shall begin. Only members in good standing of the Union and of the bargaining unit affected shall be entitled to vote. No member shall receive a ballot until he/she has signed a List of Voters;

(b) The ballot shall read as follows:

“Are you in favor of accepting the tentative agreement arrived at with your employer as presented to you by the Negotiating Committee of the Union?”

Yes

No

**Section 7** Majority rule shall be maintained throughout all meetings of the Union, and in no case shall more than a simple majority of votes be required to decide an issue. Voting by proxy shall not be allowed.

**Section 8** A member not in good standing shall not be permitted to vote, offer or second a motion or nominate or be nominated for office. A member not in good standing, suspended other than for the specific reason of delinquency in dues payment, may not attend meetings of the Union or speak at such meetings, except by permission of the meeting.

**Section 9.** General meetings (AGM & semi-AGM) of the union shall require a quorum of 5% of the membership present. If a quorum is not met, the meeting cannot take place.

## **Article IX**

### **Elections**

#### ***Amended Section 1 The President, Vice President, Secretary, Treasurer, and Director of Member Benefits***

— *Members' Welfare shall be elected by a secret ballot vote of the membership. In the Annual General Meeting of 2021, it was decided that elections for Executive Board positions shall be staggered in the following manner (amending the decision of AGM*



*2018 based on the newly added Executive position): Election for President, Secretary, and Director — Social Affairs will be in odd years. Election for VP, Treasurer, and Director —Members' Welfare will be in even years. Thus, the new position of Director —Members' Welfare has now been elected for a year (Until the Election of 2022). The decision taken in the 2018 AGM is also presented here. Beginning in the year 2018, at the Annual General Meeting, elections for Executive Board positions shall be staggered in the following manner: Elections for two-year terms will be conducted for the positions of Vice President and Treasurer. Elections for one-year terms will be conducted for the positions of Secretary and Director — Social Affairs. In the case of the President, who was elected at the 2017 AGM, as a two-year term was already established for that position, it will therefore expire or be considered vacated at the 2019 AGM. The position of President will then be elected for a two-year term. The resulting pattern of staggered elections of two-year terms will then be: 2019: President, Secretary, and the Director — Social Affairs. And, these positions will be re-elected subsequently in odd-numbered years. 2020: Vice President and Treasurer. And, these positions will be re-elected subsequently in even-numbered years.*

**Section 2** Nominations shall be conducted for a period not exceeding thirty (30) days before the Annual General Meeting at which the election is to take place. election of Executive Board members shall be held at every Annual General Meeting

**Section 3** Not less than fifteen (15) days prior to nominations, all members shall be notified of the time, place, and manner for conducting nominations. Such notice may be provided through public notice at the workplace or mailed notice to the members' last known home address, or any combination thereof. Such notice shall also provide members the notice of the time and place of the Annual General Meeting.

**Section 4** Nominations for each Executive Board Position shall be submitted in writing, signed by at least two (2) members in good standing, with the written consent of a Nominee accepting nomination. Nominations may be received up to and including during the Annual General Meeting at which the elections are to be held.

### **Section 5 – Election Oversight**

*Elections shall be overseen by the Chief Steward of TAUMUN. In the event that the Chief Steward is a candidate for an Executive Board position, the duties of election oversight shall be delegated to another Steward who is not a nominee.*

**Section 6** The candidate who receives the most votes (a plurality) for any position shall be declared elected.

### **Section 7 – Voting Procedures**

*Voting shall be conducted by secret paper ballot or by another anonymised method (including but not limited to online methods). Only ballots submitted during the official voting period shall be accepted. Email ballots must be sent from the member's*

*registered email address and received within the designated voting hours.*

**Section 8** When nominations have been completed and there are unopposed candidates, the candidate or candidates shall be declared elected by acclamation.

## **Article X**

### **Finances**

**Section 1** The Treasurer shall have the authority to advise employers of the amount of union dues, initiation fees, and other assessments to be paid by members.

**Section 2** Membership dues shall be paid on a monthly basis of 1.49% of the member's gross base monthly salary.

**Section 3** Initiation fees shall be waived for all members who are either founding members or have become members by virtue of an organizing campaign leading to a certification order. Initiation fees for other members shall not exceed the sum of \$5.00.

**Section 4** No officer or officers of the Local Union shall enter into any financial contractual understanding or agreement on behalf of the Union without prior approval from the Union Executive Board.

## **Article XI**

### **Funds and Property**

**Section 1** The funds and property of the Union shall not be divided in any manner among the members individually. All monies collected on behalf of the Union or in the name of the Union shall be the property of the Union.

**Section 2** TAUMUN members will receive the Employee Assistance Fund, a maximum of \$250 per academic year and a maximum of \$125 per benefit, as per their claim.

**Section 3** TAUMUN members will receive a maximum travel fund of \$150 per conference (Maximum 2 conferences for Ph.D. students and maximum 1 conference for Master's students for the entire academic degree period, as claimed). This fund can be used for any conference-related expenses.

### **Section 4 – Executive Financial Restrictions**

Members of the Executive Board shall not be eligible to receive Union funds or benefits outside of:

- Reimbursement for approved Union-related expenses,

- Employee Assistance Fund entitlements,
- Approved Executive stipends.
- Paid Training as approved by the Executive Board.

No additional discretionary funds, honoraria, gifts, or allocations shall be granted to Executive Board members without a constitutional amendment approved by the membership.

## **Section 5.**

Near the end of the fiscal year, prior to the AGM, all volunteers (including Executive Board members and committee members) may be invited to a social event to thank them for their contribution to the union. This event will be paid for by the union. The venue will be determined by asking for proposals from the volunteers and voting among them. The maximum amount spent on the event will be \$60 per attendee, up to \$2000. If there is less than \$2000 in the general account of the union (not including earmarked funds such as the EAF, TAF, 480 hr hiring fund), then the event will be limited to what (if any) such funds are still available.

## **Article XII**

### **Obligations and Duties of Union Members**

#### **Section 1 – General Membership Pledge**

*New members in the Union will be asked to subscribe to the following obligations upon acceptance of their membership by the Executive Board:*

*“I, pledge my honour to faithfully observe the Constitution and laws of this Union and the Charter of Rights and Freedoms; to comply with all rules and regulations of the Union; not to divulge or make known any private proceedings of the Union; to faithfully perform all duties assigned to me to the best of my ability and skill; to so conduct myself at all times not to bring reproach upon my Union, and at all times to bear true and faithful allegiance to the Teaching Assistants’ Union of Memorial University of Newfoundland.”*

**Section 2** It shall be the duty of each member to conscientiously seek to understand and exemplify by practice the intent and purpose of his/her obligation as a member of this Union.

### **Section 3 – Mutual Aid**

*The Union shall promote solidarity among its members, providing support in cases of illness, loss, or distress, and fostering a culture of mutual respect and collective care.*

### **Section 4 – Executive Board & Committee Members**

*In addition to the general obligations of membership, all elected or appointed Executive Board and Committee members shall:*

- 1. Uphold and defend the Constitution and Bylaws of the Union.*
- 2. Exercise their duties faithfully, impartially, and in good faith, in the interests of the membership as a whole.*
- 3. Maintain confidentiality over sensitive Union business, personnel matters, and legal strategies, except where disclosure is authorized by the Constitution or required by law.*
- 4. Avoid conflicts of interest and disclose any personal, academic, or financial interest that may interfere with their duties.*
- 5. Refrain from using their position for personal gain, advancement, or influence unrelated to Union business.*
- 6. Attend meetings regularly, participate fully in decision-making, and provide transparent reports on their work.*
- 7. Respect the authority of Union decisions made democratically, even if in dissent, and act to implement those decisions.*
- 8. Adhere to all required Executive training and orientation programs established by the Union.*
- 9. Comply with the Union's Dereliction of Duty clause, and acknowledge that failure to do so may constitute grounds for disciplinary action, removal, or recall.*
- 10. Be subject to recall, censure, or removal in cases of dereliction of duty, misconduct, or breach of these obligations.*

## Article XIII

### Defence Fund

**Section 1** The Executive Board shall have the authority to establish a Defence Fund for the purpose of assisting membership during strikes or other financial emergencies which threaten the financial stability of the Union.

**Section 2** The Executive Board shall, subject to the approval of the membership in the general meeting, have the authority to impose special assessments on the membership for the purposes of establishing such a defence fund or, of its own authority, transfer to such defence fund such portion of the funds of the Union which it deems prudent for such purposes.

## Article XIV

### Amendments to the Constitution and Bylaws

#### Section 1 – Constitutional Amendments

This Constitution may be amended at any duly convened Annual General Meeting (AGM), Semi-Annual General Meeting (SAGM), or Special Membership Meeting. The Executive Board shall distribute the agenda and all proposed amendments to the membership not less than *fourteen (14) days* before the meeting. Distribution shall be made by email to members' last known addresses, posted on official Union communication platforms, and by other reasonable means that ensure broad access. Constitutional amendments may also be decided through *online voting, provided that such votes occur no more than once per academic semester, or as needed in urgent circumstances. Online votes must follow the verification protocols set out in Section 3.*

#### Section 2 – Bylaw Amendments

*The membership in the General Meeting or online vote shall have the authority to adopt, amend, or repeal bylaws consistent with this Constitution to provide for the better administration of the Union. Proposed bylaw amendments shall be distributed to the membership not less than fourteen (14) days before the meeting or vote.*

#### Section 3 – Online Voting Protocols

*Online voting on constitutional, Elections, by-elections, referendums, or bylaw amendments shall:*

- 1. It will be conducted through a secure platform approved by the Executive Board.*
- 2. Be open only to members in good standing at the time of the vote.*

3. *Require verification of each member's identity and eligibility before a ballot is cast.*
4. *Remain open for a minimum of 7 days, and a maximum of 14 days for elections, and a minimum of 14 days and a maximum of 21 days for revisions to the constitution and bylaws, referendums. All other online voting lengths will be designated by the Executive Board on a case-by-case Basis.*
5. *Be supervised by an Elections Officer or designated neutral steward to ensure fairness and transparency.*

#### **Section 4 – Updating of Amendments**

*Any constitutional or bylaw amendment adopted by the membership shall be incorporated into the official text of the Constitution and Bylaws and updated on the TAUMUN website no later than fourteen (14) days after its adoption.*

**Section 5.** For a motion for changes to the constitution, bylaws, or other regulations of the union to be made, a quorum of 5% of the members is required.

### **Article XV**

#### **Discipline**

##### **Section 1**

A member or members of the Union may file a complaint alleging that a member or members have committed one or more of the following offences:

- (I) violation of the obligation and duties of union members, including but not limited to violation of TAUMUN By-Laws, Dereliction of Duties, and failure to provide appropriate orientation & training to incoming Executives.*
- (II) Misappropriating, fraudulently receiving, wrongfully handling, or failing to account for the funds of the Union or any related benefit funds;*
- (III) Crossing or working behind a legal Teaching Assistants Union of Memorial University of Newfoundland picket line. Exceptions will be made for members who are crossing the picket line to attend other activities on campus (such as attending classes or doing their own research). Exceptions to working behind the picket line whose RA work is also part of their own research (such as thesis work or research for which the RA is considered a co-researcher or co-author).*
- (IV) Efforts to impede, delay, or interfere with a Constitutional Complaint by members other than the accused, the complainant, or duly appointed trial committee members shall constitute a violation of the Constitution and be subject to disciplinary measures.*

*(V) Retaliation, harassment, or intimidation of the complainant, witnesses, or trial committee members shall likewise constitute a constitutional violation subject to discipline.*

*(VI) Trial committees shall operate independently, free from influence or interference by any Executive Board members or other parties not duly appointed. Attempts to influence, obstruct, or intimidate trial committee members shall constitute interference subject to discipline*

*(VII) Dereliction of Duty*

*Definition:*

*Dereliction of duty shall mean the failure of an elected or appointed Executive Officer, Committee Chair, or Committee Member of TAUMUN to carry out their responsibilities as defined in the Constitution, Bylaws, policies, or duly adopted decisions of the Union, without just cause.*

*Just Cause*

*Just cause shall mean a serious and documented reason beyond the member's control, such as illness, family emergency, or other circumstances deemed valid by the trial committee.*

*Grounds for Dereliction of Duty include, but are not limited to:*

- 1. Persistent failure to attend Executive or Committee meetings without a valid reason. For these purposes, "persistent" shall mean three (3) or more consecutive absences, or five (5) within four months.*
- 2. Failure to fulfill core responsibilities of the position, including timely reporting, representation of members, or execution of assigned duties. Such failure must constitute a material and ongoing neglect that substantially impairs the functioning of the Union.*
- 3. Refusal to implement or abide by decisions of the Union duly adopted through democratic procedures.*
- 4. Breach of fiduciary duty, including misuse of union resources, neglect of financial obligations, or failure to safeguard union property and records.*
- 5. Abuse of authority, or actions taken in bad faith that compromise the integrity or functioning of the Union.*

*(VIII) Failure to comply with TAUMUN Conflict of Interest policy as stated:*

*Definition*

A “Conflict of Interest” arises when a member of TAUMUN has or could be seen to have an opportunity to use the authority, knowledge, or influence derived from their position to benefit improperly the member themselves or another person with whom the member has a close relationship (spouse, business partner, family member, friend, colleague, and the like). Such situations may include, but are not limited to the following: Participating as an officer or in a managerial capacity with a firm that is a supplier of materials or services to the Local;

- a. Having personal financial dealings with an individual whose business is with the
- b. Local involves the member’s sphere of responsibility.
- c. Participating in the hiring or contract review of anyone with whom the member has a close relationship;
- d. Participating in the decision-making process regarding the member’s own employment or financial compensation;
- e. When the chair of a Stewards’ or General Meeting can reasonably be seen to be biased in relation to matters being considered.
- f. When an Executive Officer applies to or receives benefit from a program administered by a committee of members (see VIII item D);
- g. When an Executive Officer or non-executive member applies to or receives benefit from a program and is a member of that program’s committee (see Section VIII Item D);
- h. When a member of a benefit program’s committee reviews the application of someone with whom they have a close personal relationship (see section VIII item D).

### **Obligation to Report**

- i. If any member or employee of the Local is faced with an existing or potential Conflict of Interest, then they must immediately report this situation in writing to the Executive Board as appropriate. Failure to declare a potential Conflict of Interest is grounds for discipline under Article XV of the TAUMUN Constitution.

### **General Procedures**

**Upon a report that a Member is faced with an existing or potential Conflict of Interest, the Executive Board shall determine if such Conflict of Interest actually exists. No action shall be taken if it is deemed that there is no Conflict of Interest. If it is determined that there is a Conflict of Interest, the following actions may be taken, individually or in combination, and in descending order of preference whenever possible, depending upon the severity of the matter:**



- A. Stipulate that the member refrain from voting on the issue, with the abstention noted in the Executive Board or committee minutes;*
- B. Stipulate that the member refrain from participating in debate on the issue, with the abstention noted in the assembly or committee minutes;*
- C. Stipulate that the member excuse themselves from any meeting in which the issue arises, with the reason for absence noted in the minutes;*
- D. Stipulate that the member withdraw from the activity or situation in which the Conflict of Interest arises;*
- E. Stipulate that the member step down from their position of authority in TAUMUN.*

### **Specific Cases**

- A. Executives Responsible for Managing Benefit applications and funds shall refrain from reviewing their application, nor shall they interfere with the processing & approval of their claim.*
- B. If an Executive Officer responsible for processing claims recognizes or believes they might recognize an application as belonging to someone with whom they have a close personal relationship, the member shall abstain from processing the application and notify the Executive Board.*
- C. An Executive Board member may recommend an individual for employment at the Union on the record at an Executive Board meeting;*
- D. The Executive Board member must abstain from any further discussion or voting on the hiring process and must remove themselves from any relevant hiring committee.*
- E. Failure to comply with any of the policies described in Article XV Section VIII Item D Treatment: Specific Cases is a conflict of interest and is grounds for discipline under Article XV of the TAUMUN Constitution*

**Section 2** Any complaint filed pursuant to Section 1 must state the exact nature of the alleged offence or offences and, if possible, the period of time during which the offence or offences allegedly took place.

**Section 3** Complaints must be submitted to the Secretary of the Union within sixty (60) days of the time the complainant first became aware or reasonably should have been aware of the alleged offences; provided that if the complaint is against the Secretary, it should be submitted to the President of the Union.

**Section 4** Complaints and other formal documents sent by mail shall be considered filed as of the date of the postmark. Complaints and other formal documents delivered in person shall be considered filed as of the date of delivery.

**Section 5:** A copy of the complaint and a copy of the Union Constitution shall, without delay, be served upon the accused party by certified mail or in person. The accused

shall be afforded a reasonable opportunity to reply in writing to the complaint if he/she so desires.

**Section 6** On motion of the accused before trial, or upon its own motion, the Executive Board may dismiss without trial any charges which:

- (i) do not constitute violations as described in Section 1 of this Article; or
- (ii) if the Executive Board finds the charges are of such a trivial nature as not to warrant the holding of a trial.

**Section 7** The Executive Board, or in the event an Executive Board member or members are charged, the remaining members of the Executive Board, shall constitute a Trial Committee to conduct a trial of any complaint, which shall be held as soon as possible but no later than sixty (60) days following the date on which the complaint was filed. If fewer than three (3) members of the Executive Board are eligible to constitute a Trial Committee, then the remaining Executive Board members shall appoint disinterested members to the Trial Committee such that the members of the Trial Committee equal five.

**Section 8** A member making a complaint and a member against whom a complaint has been made shall be permitted representation by Counsel of the member's own choice and at the member's own cost; such Counsel, however, shall be required to abide by the trial procedure as established by the Trial Committee.

**Section 9** The member complained against and the complaining party shall have a fair and impartial trial and have the right to present witnesses and other evidence on their behalf and to examine any witnesses. The party complained against shall have the right to refuse to testify. At the commencement of the trial, a Chairperson selected by the members of the Trial Committee shall advise the party of their rights as outlined in this section and shall read the complaint to the accused. The accused shall then plead guilty or not guilty to each complaint. If the accused elects not to appear or to respond, he shall be deemed to have entered a plea of not guilty, and the trial shall proceed. Throughout the trial, there shall be a presumption of innocence in favor of the accused. The charging party shall present his/her case first and shall have the burden of proving the allegations contained in the complaint.

**Section 10** Upon completion of the trial proceedings, the Trial Committee shall, without undue delay, determine the innocence or guilt of the accused based solely on the evidence presented to it. The parties shall be advised of the decision in person or by certified mail. A verdict of a majority of the Trial Committee shall be the verdict of the Trial Committee. If the decision is guilty, the Trial Committee may impose a penalty of a reprimand, a fine not to exceed the value of the financial benefit, if any, obtained by the member complained of, by reason of the offence, suspension from membership, or expulsion from membership. If requested by either party, the Trial Committee shall provide written reasons for its decision within thirty (30) days of its decision.

## Article XVI

### Validity

**Section 1** If any provision of this Constitution shall be held invalid, the remainder of this Constitution shall not be affected.

**Section 2** Any provision of this Constitution which would operate so as to prevent or affect the coming into existence of this Union or the maintenance of the standing of this Union as a trade union under the Labour Relations Act of the Province of Newfoundland and Labrador shall be deemed to be of no force and effect.

This page and the preceding Nineteen (19) pages are certified to be a true copy of the Constitution of the Teaching Assistants' Union of Memorial University of Newfoundland, adopted at its Founding Meeting held Monday, April 5th, 2004, and subsequently amended at the 2018, 2021, 2022, & 2025 Annual General Meetings.



Marzia Islam

Secretary 2025-2027

October 6th 2025

