



# Constitution of the Dawson Student Union

Approved by the Executive Committee on April 26, 2021  
Ratified by the General Assembly on April 27, 2021  
Ratified by Referendum on May 14, 2021

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## LAND ACKNOWLEDGEMENT

The Dawson Student Union conducts its activities on land which is the unceded traditional territory of the Kanien'kehá:ka (*gah-nyen--geh-hah-gah*). This land has also served as a gathering place for Abenaki, Anishinaabe and other nations. We recognize and respect the Kanien'kehá:ka as the traditional custodians of the lands and waters on which we meet today. Tiohtià:ke/Montréal is home to a diverse Indigenous population and the Dawson Student Union respects the continued connections with the past, present and future in our ongoing relationships with Indigenous peoples within the Montréal community and other communities across Canada.

## PREAMBLE

The Dawson Student Union is incorporated as a legal person in accordance with the Quebec Companies Act Part III (L.R.Q., c. C-38) since February 23, 2005, and accredited under the Act Respecting the Accreditation and Financing of Student's Associations (L.R.Q., c. A-3.01), since April 26, 2005.

### 1. DEFINITIONS

**For the purposes of this Constitution the following terms shall have the following meanings:**

- 1.1. **“Academic Representatives”** shall mean those who represent a specific Academic Sector.
- 1.2. **“Academic Sector”** shall mean one of the four sectors established by the College: Science, Medical Studies and Engineering; Social Science and Business Technologies; Creative and Applied Arts; and Continuing Education.
- 1.3. **“Act” or “Quebec Companies Act”** shall mean the Quebec Companies Act, part III (L.R.Q., c. C-38)
- 1.4. **“Administrative Director”** shall mean an Officer and permanent full-time employee of Union appointed by the Student Council by a majority vote under recommendation of the President who will present a candidate to the Student Council. This Officer also serves as the Corporate Secretary of the Union.
- 1.5. **“Board of Governors”** shall mean Dawson College's Board of Directors.
- 1.6. **“Chair”** shall mean the person elected to Chair meetings of the Student Council who is also responsible for chairing General Assemblies of the Union.
- 1.7. **“College” or “Dawson College”** shall mean Dawson College, a Québec

post-secondary educational institution, established under the General and Vocational College's Act (L.R.Q., c. c-29) having its head office at 3040 Sherbrooke Street West, Montreal, Province of Québec, H3Z 1A4.

- 1.8. **“College Bodies”** shall mean all constituted or informal bodies of the College in accordance with the Act Respecting the Accreditation and Financing of Students' Associations such as the Board of Governors
- 1.9. **“Councillor”** or **“Student Councillor”** shall mean those members of the Student Council that have been elected to represent a specific Academic Sector of the College.
- 1.10. **“Days”** shall mean a calendar day excluding Saturdays, Sundays and days when the College is closed, unless otherwise indicated.
- 1.11. **“Division of Study”** shall mean either Day-Time Students or Continuing Education Students.
- 1.12. **“Email Addresses”** shall mean both the College provided email address and the personal email address provided by the student at the time of registration to the College.
- 1.13. **“Employee”** shall mean a person who is employed by the Union on a temporary or permanent basis, either full-time or part-time, to fulfill a given non-elected function.
- 1.14. **“Executive”** shall refer to the group of Executive Officers as contemplated in Article 9 of this Constitution.
- 1.15. **“Fall Semester”** shall mean the period set by the Registrar of Dawson College and approved by the Board of Governors during which educational activities take place.
- 1.16. **“Financial Year”** shall mean a period of one year starting on June first (1<sup>st</sup>) to May thirty-first (31<sup>st</sup>) of the following year.
- 1.17. **“Full-Time Student”** shall mean a student who registers for at least four (4) courses or one hundred and eighty (180) hours of instruction in a given semester.
- 1.18. **“Letters Patent”** shall mean the Lettres Patentes issued by the Government of Quebec which registers the Dawson Student Union as a non-profit legal person and assigns its Québec Enterprise Number/Numéro d'Entreprise du Québec (NEQ).
- 1.19. **“Members of the Student Council”** shall mean all Councillors, voting Executive Officers and Ex-Officio non-voting Officers

- 1.20. **“Non-Executive Employees”** shall mean employees who do not serve as Officers of the Union and who do not require the approval of the Student Council for hiring.
- 1.21. **“Officers”** shall mean all officers of the Union which includes but is not limited to the Executive Officers, Administrative Director and Accountability Officer and Chair.
- 1.22. **“Part-Time Student”** shall mean a student who registers for less than four (4) courses or one hundred and eighty (180) hours of instruction in a given semester.
- 1.23. **“Phone Numbers”** shall mean all phone numbers provided by the student at the time of registration to the College.
- 1.24. **“Program of Study”** shall mean any program offered by the College within a given Academic Sector.
- 1.25. **“Returning Officers”** shall mean the Chief Returning Officer and the Deputy Chief Electoral Officer.
- 1.26. **“Senate”** shall mean the College’s Academic Council.
- 1.27. **“Student Council”** shall mean the Board of Directors of the Union.
- 1.28. **“Student Groups”** shall mean any student-run organization accredited in accordance with the Union’s Standing Regulations.
- 1.29. **“Student Representatives”** shall mean Members who are official representatives of the Union on the College Bodies.
- 1.30. **“Student Representatives Caucus”** or **“Caucus”** shall mean the group of all Student Representatives chaired by the Vice-President of Academic Affairs & Advocacy.
- 1.31. **“Student Status”** shall mean whether the member is a part-time or full-time student.
- 1.32. **“Union”** shall mean the Dawson Student Union also commonly known as the “DSU”.
- 1.33. **“Winter Semester”** shall mean the period set by the Registrar of Dawson College and approved by the Board of Governors during which educational activities take place.

**2. NAME (Supplementary Letters Patent and French Language Charter, Articles 63-64-68)**

- 2.1. *L'Association Étudiante de Dawson* and its English version, the *Dawson Student Union*, shall be the official names of the Union.

**3. HEAD OFFICE**

**3.1. Head Office (Quebec Companies Act, Article 219)**

The head office of the Dawson Student Union is established in the city of Montréal, Province of Québec. The Dawson Student Union may, in addition to the foregoing, establish other offices elsewhere as the Student Council may, from time to time, determine.

**4. OBJECTIVES**

**4.1. Objectives (Quebec Companies Act, Article 30 and Supplementary Letters Patent)**

The Union shall have the following objectives:

- a. to organize students on a democratic, co-operative basis for advancing students' interests, and advancing the interests of the students' community;
- b. to provide a common framework within which students can communicate, exchange information, and share experience, skills, and ideas;
- c. to bring students together to discuss and cooperatively achieve necessary educational, administrative, and legislative change wherever decision-making affects students;
- d. to facilitate organizing services for students;
- e. to achieve the goal of a system of post-secondary education which is accessible to all, which is of high quality, which recognises the legitimacy of student representation and the validity of Student's rights; and whose role in society is clearly recognised and appreciated;
- f. to organize activities promoting the social, recreational, and cultural interest of the students at Dawson College;
- g. to represent the interests of Dawson College students to all levels of the administration of Dawson College and to appoint all students required to represent the membership of their Union to all constituted or informal bodies of the College in accordance with the Act Respecting the Accreditation and Financing of Students' Associations.

**5. MEMBERSHIP**

**5.1. Membership Eligibility**

Every person enrolled in at least one class during the current semester at the College, who paid the membership fee, shall be deemed a Member, including both students deemed by the College to be part-time students (hereafter referred to as "Part-Time Students"), and full-time students (hereafter referred

to as “Full-Time Students”).

**5.2. Membership Fee (Accreditation Act, Article 52)**

All Members shall pay a membership fee, as set forth in Annex A of this Constitution.

**5.3. Membership Under Extenuating Circumstances**

A Member who, for reasons beyond their control or caused by unilateral actions of Dawson College, cannot fulfill the membership requirements, shall continue to be deemed a Member if authorized by the Student Council by a majority vote.

**5.4. Honorary Membership**

The Student Council, by a two-thirds ( $\frac{2}{3}$ ) majority vote at a meeting duly convened for that purpose, may, to recognize a special contribution to the Student Union, grant honorary membership to an individual who is not a Member, with no right to vote in elections, by-elections, general assemblies nor to run and hold an elected office in the Student Union or serve as the Chief Returning Officer.

**5.5. Termination of Membership**

Unless the articles otherwise provide, a membership is terminated when:

- a. the Member’s resignation or death;
- b. the Member no longer meets the conditions for membership set out in this Constitution;
- c. the DSU is dissolved under the Quebec Companies Act.

The rights of a Member shall cease to exist on termination of the membership. In the event of termination of membership, there shall be no reimbursement of any dues paid and dues still unpaid shall remain payable to the DSU.

**6. GENERAL ASSEMBLIES (Quebec Companies Act, Article 98)**

**6.1. Annual General Assembly**

The Annual General Assembly of the Members shall be held for the purpose of receiving and taking notice of the annual report of the Executive Officers and Student Council, the financial statements of the Union, including the balance sheet, statements of revenue and expenditures and auditor’s report, the nomination of the auditor. The Members shall take notice of, and decide on, any other matter which the General Assembly may legally consider. The General Assembly can also consider positions presented by the membership and Student Groups.

**6.2. Calling the Annual General Assembly**

The Student Council shall call an Annual General Assembly to be held once in a given Financial Year in the Winter Semester. General Assemblies shall be called by way of a notice on the DSU website and social media accounts

and, if the DSU has access to the members email addresses, by electronic mail, at least three (3) days prior to the meeting date. The notice of the meeting shall specify the place, the date, and the time.

### **6.3. Place of Meeting**

General Assemblies shall be held at the main campus of the College by using technological tools allowing a direct communication between the participants, or with a combination of the 2 methods.

### **6.4. Calling Meeting of a Special General Assembly**

The Student Council shall call a Special General Assembly if requested to do so by the President, by a two-thirds ( $\frac{2}{3}$ ) majority vote of the Student Council or by a petition in writing by no fewer than one hundred and fifty (150) Members of the Union from at least four (4) different Academic Sectors with no more than fifty (50) percent being from any one Academic Sector. The President should exercise this power only in the case of an emergency impacting the liability and/or ability of the DSU to function. In case of a Special General Assembly to remove a Councillor from office, the petition in writing shall be supported by no fewer than three (3) percent of the membership who have the right to vote for that Councillor.

For a Special General Assembly, the notice shall additionally specify the nature of the business to be transacted, in which case no business that is not germane to the nature specified in the notice shall be transacted. The notice must be sent no less than forty-eight (48) hours prior to the date set for the meeting.

In the event that no motions are validly submitted, the General Assembly in question shall be cancelled.

### **6.5. Notice and Agenda**

The notice and the agenda along with all relevant documentation shall be made available to the membership no less than three (3) days before a General Assembly. The agenda is set by the Student Council and items cannot be added at the General Assembly without unanimous consent. It shall be based on the following orders of business for Annual General Assemblies:

1. Adoption of the Minutes of the previous meeting.
2. Presentations and Announcements
3. Reports
  - a. Report of the Student Council
  - b. Reports of the Executive Officers
  - c. Auditor's Report (Financial Statements)
4. Special Orders
  - a. Appointment of the Auditor
5. New Business
  - a. Union Positions (if applicable)
6. Question Period



The agenda must specify the topic of discussion under the specific orders of business. In the case of Union positions, such positions must be submitted to the Chair at least three (3) days before the deadline to send the agenda. Such positions must respect Union policies and correspond to Standing regulations of the Union.

In the event of a Special General Assembly, the agenda shall only include item(s) for which the assembly was called for.

No notice is required for any adjourned meeting. At the continuance of the meeting, the Members may resume dealing with the business for which the original meeting was called.

**6.6. Quorum of the Annual General Assembly**

Quorum for a regular General Assembly shall be thirty (30) Members of the Union. The Chair and Secretary shall not be counted towards the quorum at the General Assembly, unless they are members.

If quorum is not reached at a General Assembly, those Members present shall have the power to adjourn the meeting and fix the time of the adjourned meeting.

**6.7. Quorum of a Special General Assembly**

Quorum for a Special General Assembly shall be three hundred (300) Members of the Union. In the case of a Special General Assembly for the removal of an Councillor of the Student Council, the quorum shall be three (3) percent of the student population of the Academic Sector constituency they represent. The Chair and Secretary shall not be counted towards the quorum at the General Assembly, unless they are members.

If quorum is not reached at a Special General Assembly, those Members present shall have the power to adjourn the meeting and fix the time of the adjourned meeting. No notice is required for any adjourned meeting. At the continuance of the meeting, the Members may resume dealing with the business for which the original meeting was called.

**6.8. Rules of Procedure**

General Assemblies shall be conducted according to the most recent edition of Robert's Rules of Order, subject to any special rules of procedure adopted by the Student Council.

**6.9. Strike General Assembly**

A Special General Assembly must be called to consider business related to a Union strike. Quorum for a resolution to put the Union on strike shall be the same as the quorum of a Special General Assembly.

#### **6.10. Voting**

All Members shall be eligible to vote at a General Assembly. Unless otherwise provided for in the law, this Constitution, or the Standing regulations, all questions submitted to the Members shall be decided by a simple majority vote. Voting by proxy shall not be permitted.

The Chair and Secretary shall not have the right to vote at meetings of the General Assembly, unless they are members.

#### **6.11. Chair**

The Chair of the Student Council shall also be Chair for all General Assemblies. In the event that such a Chair cannot be present, the Student Council may appoint a temporary replacement.

#### **6.12. Secretary**

The Secretary of the Student Council shall also record the minutes of the General Assemblies. In the event that such a Secretary cannot be present, the Student Council may appoint a temporary replacement.

### **7. STUDENT COUNCIL (Quebec Companies Act, Section 83 and Supplementary Letters Patent)**

#### **7.1. Powers and Responsibilities (Quebec Companies Act, Sections 83 and 91)**

The Student Council shall be the Board of Directors of the Union as required under the Quebec Companies Act. It supervises the management and administers the business and affairs of the Union and shall exercise all of the powers of the Union, except for those which the Quebec Companies Act expressly reserves to the Members, the whole subject to the provisions of the Quebec Companies Act, the Constitution and the Standing Regulations.

It shall do the following:

- a. Set Standing Regulations for the Union
- b. Adopt the annual budget
- c. Adopt financial statements
- d. Be responsible for the general oversight of the Executive
- e. Create committees as deemed necessary by the Student Council

#### **7.2. Composition (Quebec Companies Act, Article 87)**

The Student Council shall comprise a total of twenty (20) voting members, six (6) non-voting members and two (2) non-voting advisors. The Student Council composition shall adhere to the following:

- a. Each Academic Sector at Dawson College which shall be represented by at least 1 (one) voting Councillor;
- b. The total number of Councillors will not surpass sixteen (16).
- c. The specific composition of the Student Council specified above shall be determined by the Student Council before calling any Election of

the Student Council. The composition decided upon shall appropriately reflect the composition of the membership in the different Academic Sectors of the College.

- d. The President, Vice-President Finance, Vice-President Operations & Services and Vice-President Academic Affairs & Advocacy shall be ex-officio voting members of the Student Council;
- e. All Executive Officers not included in section (d), shall be non-voting ex-officio members of the Student Council;
- f. The Administrative Director shall be an ex-officio non-voting member of the Student Council with respect to their duties as Secretary of the Union;
- g. The Chair shall be a non-voting ex-officio member of the Student Council in the exercise of their mandate as Chair of the Student Council.
- h. The Student Council can appoint two (2) advisors to the Student Council, upon recommendation of the President, who are alumni and/or members of the community at large, who shall become non-voting members from the date of their appointment until the end of the financial year.

### **7.3. Qualifications**

The following persons shall not be eligible for the office of Student Councillor:

- a. Persons who have not yet reached the age of majority, upon taking office;
- b. Persons who are not qualified due to the institution of a regime of protective supervision in their respect or by one of the common causes of extinction of obligations provided for by law, such as if such person is recognized by a court as having lost the ability to reason, if such person becomes bankrupt, suspends their payments or if such person makes arrangements with their creditors;
- c. Persons who are not members or a student of the Academic Sector for which they seek to represent;
- d. Persons who hold a Returning Officer position and/or intends on assisting the Returning Officers in their duties during the election cycle;
- e. Persons who would hold more than one position during their given mandate in one or more of the following: Student Groups, Executive and/or Student Council; and
- f. Persons who are employed by the Union.

### **7.2. Term of Office**

The term of each Councillor of the Union commences on the first (1st) of June following their election and will end on the following thirty-first (31st) of May.

### **7.3. Election**

The Councillors shall be elected by and from the Members of the Union who

are part of the Academic Sector for which they seek office.

#### **7.4. Resignation**

Any Councillor may resign from office at any time by forwarding a letter of resignation to the Chair and Administrative Director by electronic mail, courier or by registered mail. The resignation shall become effective on the date when the letter of resignation is sent to the Union or on such other date as may be specified in the letter.

#### **7.5. Removal from Office (Supplementary Letters Patents)**

Any Councillor who misses three (3) meetings without justifiable cause shall be deemed to have resigned from the Student Council. A Councillor who has a justifiable cause may ask the Council to excuse them for their absence.

Any Councillor may be removed from office by the Members who have the right to elect that Councillor, at a Special General Assembly called in accordance with this Constitution.

The Councillor against whom a request for removal from office is directed shall be notified of the place, the date, and the time of the meeting of the Student Council called to remove them within the same time frame as that provided by the Constitution for the calling of such a meeting of the Student Council. Such Councillor shall have the right to attend and to address the meeting or, in a written statement read by the Chair, to put forth the reasons why such Councillor opposes the proposed removal from office. Such Councillor shall not have the right to vote on their own removal.

#### **7.6. End of Term of Office**

The term of office of a Councillor shall end in the event of death, resignation, removal from office or where the Councillor ceases to be qualified to be a Councillor in accordance with the Constitution.

#### **7.7. Replacement and Vacancy**

A Councillor whose term of office ends in accordance with the previous section shall be replaced, from among the Members, by a resolution of the Student Council for a term extending to the expiry of the original term of the Councillor so replaced. Where the members of the Student Council number fewer than ten (10) voting individuals following vacancies, the Student Council shall no longer be able to meet or act and the vacancies shall be filled by the means of by-elections.

#### **7.8. Chair**

The Chair of the Student Council is elected by members of the Student Council. They are to chair and administer meetings of the Student Council and to act on behalf of the Student Council when instructed to do so by the Student Council. The Chair may not be a Member, an employee or have any other ties to the Union other than those concerning their role as Chair. The

Chair is also called to chair General Assemblies and any other committees they are assigned to. The term of the office of the Chair shall run from the second meeting of the newly inducted Councillors and Executive Officers to the first meeting of the following mandate.

However, should the Chair role be vacant, the Student Council shall, within twenty (20) days, elect a new Chair to carry out the duties stated above for the remainder of the term. In the event of an absence of the Chair, an acting-chair may be elected from among the voting members of the Student Council. The Chair may be removed by a two-thirds ( $\frac{2}{3}$ ) majority vote of the Student Council at a duly convened meeting of the Student Council. Officers may not assume the Chair except on an acting basis, and then only when the regular Chair is absent or incapacitated, or when there is no regular Chair. The Chair may not vote.

#### **7.9. Secretary**

The Administrative Director shall be the Secretary of the Student Council, of the General Assemblies and any sub-committee of the Student Council. The Secretary shall be tasked with preparing the agenda, minutes and any other documents necessary for conducting business in Board meetings and General Assemblies. Further the Secretary shall be tasked with keeping all Union records and signing on minutes once they are approved along with the Chair of the Student Council.

In the event of an absence or vacancy of the Secretary position, the Student Council shall elect an acting-Secretary from among the Councillors until the Administrative Director position is filled. The Interim-Secretary may be removed by a simple majority vote of the Student Council at a duly convened meeting of the Student Council.

#### **7.10. Remuneration and Expenses**

Councillors shall receive no remuneration with respect to their duties. The Student Council may, by way of resolution, authorize the reimbursement of expenses incurred by Councillors in the exercise of their duties.

The Chair's remuneration shall be fixed by the Student Council. The Student Council may, by way of resolution, authorize the reimbursement of expenses incurred by Chair and Secretary in the exercise of their duties.

#### **7.11. Committees**

The Student Council may, by way of resolution or Standing Regulations, create standing committees and ad hoc committees, as necessary, which shall have powers and responsibilities as determined by the Student Council except for those which the Quebec Companies Act expressly reserves to the Student Council as Board of Directors of the Union.

Those persons appointed or elected to these committees need not be

Councillors or Officers of the Union. Those persons who are members of such additional committees shall not be remunerated for their services, however, the Student Council may, by way of resolution, authorize the reimbursement of expenses incurred by committees in the exercise of their functions.

## **8. MEETINGS OF THE STUDENT COUNCIL**

### **8.1. Calling of the Regular Meetings**

There shall be no fewer than eight (8) regular meetings of the Student Council per Financial Year. The meeting schedule shall be set by the Student Council at the first meeting of each new financial year.

Members who are not Student Council members shall be permitted to attend and speak at meetings of the Student Council , withthe exception of In-Camera sessions. However, they shall not have the rightto vote and shall not be counted towards the quorum at meetings of the Student Council.

### **8.2. Calling of Special Meetings**

The Chair, upon request of the President or any four (4) Councillors may call a Special Meeting of the Student Council. Such meetings shall be calledby way of a notice sent by electronic mail.

### **8.3. Participation by Way of Electronic Means**

Regular meetings of the Student Council are held in person. In extraordinary circumstances, regular meetings can be held virtually. Special Council meetings may be held in person or virtually.

A Student Council member may submit a request to the Chair to participate in a meeting of the Student Council by electronic means, if deemed justifiable by the Chair. such as teleconference or videoconference, which enables such Student Council member to hear and communicate adequately with the other Councillors.In such a case, the Student Council member shall be deemed to have attended the meeting.

### **8.4. Quorum**

The quorum for the meetings of the Student Council shall be a simple majority of the voting members of the Student Council currently holding office with a minimum of nine (9).

### **8.5. Notice and Agenda**

The notice for regular and special meetings of the Student Council shall be sent by the Secretary to the members of the Student Council no less than two (2) days prior to the meeting. In case of an emergency, the notice can be reduced to twenty-four (24) hours for special meetings. The notice must contain an agenda and all relevant documentation and resolutions. The agenda is prepared by the Secretary under recommendation of both the Chair

and the President. Items from Councillors may be included in the agenda if they are received at least twenty-four (24) hours before the deadline of the notice. The agenda shall be based on the following form for the points of business applicable:

1. Adoption of the Agenda
2. Adoption of the Minutes
3. Correspondences and Announcements
4. Guest Presentations
5. Reports
  - a. Executive Officers
  - b. The Chair
  - c. Standing Committees
  - d. Ad-Hoc Committees
6. Special Orders
7. Unfinished Business
8. New Business
9. Question Period (All members of the Union)
10. In-Camera session
11. Date of the next meeting

**8.6. Procedure**

Meetings of the Student Council shall be conducted according to the most recent edition of Robert's Rules of Order except for the rules that contravene this Constitution or Standing Regulations established by the Student Council.

**8.7. In-Camera Sessions**

In order to enter an in-camera session, a motion must be adopted by a simple majority vote. Such sessions must be minuted and such minutes must be adopted in an in-camera session at the subsequent meeting.

**8.8. Vote**

All questions submitted to the Student Council shall be decided by a simple majority vote, unless otherwise required by the Constitution, the Standing regulations or by law. No votes by proxy are permitted.

**8.9. Resolution in Writing (Quebec Companies Act, Article 89.3)**

A resolution in writing, signed outside a meeting by all voting-members of the Student Council, is as valid as if it had been passed at a meeting of the Student Council.

**8.10. Adjournment**

The Chair may, with the consent of the Councillors in attendance at a meeting of the Student Council, adjourn any meeting of the Councillors to another date and place that the Chair chooses, without having to give further notice to the Councillors. At the continuance of the meeting, the Councillors may validly decide on any matter which was not settled at the original

meeting, provided a quorum is present. The Councillors who constituted the quorum at the original meeting need not be those constituting the quorum at the continuance of the meeting. If a quorum does not exist at the continuance of the meeting, the meeting shall be deemed to have terminated with the previous meeting, or when the adjournment was pronounced at the previous meeting.

## **9. EXECUTIVE**

### **9.1. Executive Officers of the Union**

The Executive Officers of the Union shall be the following:

- a. President
- b. Vice-President Internal Affairs & Communications
- c. Vice-President Finance
- d. Vice-President Student Life
- e. Vice-President External Affairs
- f. Vice-President Sustainability & Equity
- g. Vice-President Academic Affairs & Advocacy
- h. Vice-President Operations & Services

### **9.2. Eligibility**

The following persons shall not be eligible for the office of Executive Officer:

- a. Persons that have not yet reached the age of majority, upon taking office;
- b. Persons who are not qualified to be an Executive Officer due to the institution of a regime of protective supervision in their respect or by one of the common causes of extinction of obligations provided for by law, such as if such Officer is recognised by a court as having lost the ability to reason, if such Officer becomes bankrupt, suspends their payments or if such Officer makes arrangements with its creditors;
- c. Persons who hold a Returning Officer position and/or intends on assisting the Returning Officers in their duties during the election cycle;
- d. Persons who would hold more than one position during their given mandate in one or more of the following: Student groups,
- e. Executive, and/or Student Council;
- f. Persons who are employed by the Union;
- g. Persons who are no longer Members of the DSU, unless membership is granted to them according to Article 5.3 of the Constitution.

### **9.3. Term of Office**

The term of each Executive Officer of the Union commences on the first (1st) of June following their election and will end on the following thirty-first (31st) of May.

### **9.4. Resignation**

Any Executives Officer may resign from office at any time by forwarding a



letter of resignation to the President and Administrative Director or in case of resignation of the President to the Chair of the Student Council of the Union and the Administrative Director. This can be in the way electronic mail, courier or by registered mail. The resignation shall become effective on the date when the letter of resignation is sent to the Union or on such other date as may be specified in the letter.

**9.5. Removal from Office**

Any Officer may be removed from office by way of a resolution adopted at a General Assembly called for this purpose, by a two-thirds ( $\frac{2}{3}$ ) vote of the Members present. The Student Council may, upon resolution adopted by two-thirds ( $\frac{2}{3}$ ) of the Student Council, call a special general assembly to consider the removal of the Executive Officer. The Student Council may also, by a two-thirds ( $\frac{2}{3}$ ) majority vote, suspend an Executive Officer until the time of the Special General Assembly, but not more than fifteen (15) days. Should the Special General Assembly not reach quorum, the Student Council can renew the suspension once for another period of fifteen (15) days.

The Executive Officer against whom a request for removal from office is directed shall be notified of the place, the date, and the time of the General Assembly called to remove them within the same time frame as that provided by the Constitution for the calling of such General Assembly. Such Officer shall have the right to attend and to address the meeting or, in a written statement and read by the Chair, to put forth the reasons why such Officer opposes the proposed removal from office.

**9.6. End of Term of Office**

The term of office of an Executive Officer shall end in the event of death, resignation, removal from office or where the Officer ceases to be qualified to be an Officer in accordance with the Constitution.

**9.7. Replacement and Vacancy**

An Officer whose term of office ends in accordance with the previous section shall be replaced pursuant to an Election for a term extending to the expiry of the original term of the Officer so replaced. Should the office of the President become vacant, the Student Council shall appoint, within five (5) days of the vacancy, from the Executive, an Interim-President to handle the tasks and duties of the President until a new President is elected and takes office following an election held in accordance with this Article.

Should the vacancy occur after the beginning of classes of the Winter semester, the Student Council may decide to forego said Election, and the office shall remain vacant.

**9.8. Remuneration and Expenses**

The remuneration of Executive Officers shall be fixed by the Student Council. The Student Council may, by way of resolution, authorize the reimbursement

of expenses incurred by Officers in the exercise of their duties.

**9.9. Powers and Duties**

Except as otherwise provided in the Constitution, the Student Council shall determine the powers of the Executive Officers of the Union. The members of the Student Council may delegate all of their powers to the Executive Officers, except for the powers which the members of the Student Council are required to exercise themselves or those requiring the approval of the Members of the Union. The Executive Officers shall also have the powers set out in the Quebec Companies Act which are inherent in the nature of their office. In case of absence, incapacity, a refusal or failure to act or for any other reason the Student Council considers sufficient, the Student Council may, exceptionally and for a determinate time period delegate the powers of an Executive Officer to any other Executive Officer.

**9.10. President**

The President shall exercise the following powers and perform the following duties:

- a. be the Chief Executive Officer;
- b. serve as ex-officio voting member of the Student Council;
- c. be the chief spokesperson of the Union;
- d. ensure the long-term integrity of the Union;
- e. enforce the Constitution and Standing regulations of the Union and ensure the maintenance of the governance documents;
- f. coordinate the activities of the Executive Officers;
- g. manage the Union's human resources and hiring of non-executive employees;
- h. call meetings of and set the agenda for the Student Council in conjunction with the chair and secretary;
- i. call meetings of and set the agenda of Executive Officers meetings;
- j. chair meetings of the Executive Officers
- k. manage relations between the Union and the administration of Dawson College;
- l. represent the members on the College's Senate and Board of Governors;
- m. execute any other duties that can be assigned from time to time by the Student Council.

**9.11. Vice-President Internal Affairs & Communications**

The Vice-President Internal Affairs & Communications shall exercise the following powers and perform the following duties:

- a. coordinate the Union's relations with faculty, school, and other student associations, and to facilitate communication among these groups;
- b. oversee the production of the Union's publications;
- c. manage the Union's communications and student engagement strategy;
- d. oversee the management of the Union's business operations;
- e. represent the Members on College's bodies in charge of space and

- operational planning;
- f. develop and manage budget designated for Internal Affairs & Communications;
- g. engage in consultation with the Union's Members.

#### **9.12. Vice-President Finance**

The Vice-President Finance shall exercise the following powers and perform the following duties:

- a. serve as Chief Financial Officer of the Union;
- b. serve as ex-officio voting member of the Student Council;
- c. ensure the long-term financial stability of the Union;
- d. have charge and custody of, and be responsible for, all funds, securities, financial books, and vouchers of the Union and deposit all such funds and securities in the name of the Union in such bank, trust company or other depositories as may be designated by the Student Council;
- e. provide the Executive Officers and the Student Council with regular reports on the financial status of the Union;
- f. develop the annual budget of the Union in a manner consistent with the governing documents of the Union and the priorities set out by the Executive Officers and the Student Council;
- g. help other Executive Officers in the development of their departmental budgetary planning;
- h. conduct the relevant bookkeeping in coordination with the accountants and assist the auditor with the audit procedures
- i. ensure that no individual or group disburses the Union's funds without authorization;
- j. manage any Union group insurance plan duly approved by the Members, in a manner consistent with the governing documents of the Union;
- k. authorize all agreements that financially bind the Union and to act as the representative of the Union to associated organizations;
- l. arrange for the transfer of signing authorities on the Union bank account(s) before May 31st (31st).

#### **9.13. Vice-President Student Life**

The Vice-President Student Life shall exercise the following powers and perform the following duties:

- a. manage relations between the Union and its clubs and student-run services;
- b. maintain relations between the Union and independent student groups;
- c. coordinate events, programming, and resources to support the Union's student groups;
- d. manage the Union's mental health and support initiatives; and to liaise and collaborate with the College's Student Services;
- e. develop and manage budget designated for Student Life events and

activities;

- f. approve, along with the Vice-President Finance, all Student Groups operational budgets;
- g. approve, along with the Vice-President Finance, all Student Groups disbursements of funds.

#### **9.14. Vice-President External Affairs**

The Vice-President External Affairs shall exercise the following powers and perform the following duties:

- a. represent the Union and communicate positions and policies taken by the Union to external bodies and agencies;
- b. lobby federal, provincial, and municipal governments to further the objectives, goals and policies of the Union;
- c. mobilize students on Union positions and policies and assist with the coordination of student-run political campaigns;
- d. develop policy regarding initiatives in the Montréal community;
- e. communicate to the Student Council relevant external issues which may significantly affect the Union;
- f. coordinate the Union's Indigenous solidarity efforts; to operationalize the Union's commitment to the francophone community;
- g. attend meetings of relevant local, provincial, national or international student groups;
- h. develop and manage budget designated for External Affairs;
- i. coordinate all external delegations and to make recommendations on the appointment of external representatives.

#### **9.15. Vice-President Sustainability & Equity**

The Vice-President Sustainability & Equity shall exercise the following powers and perform the following duties:

- a. operationalize and maintain the Union's commitment to environmental sustainability and physical accessibility;
- b. liaise with the College's Sustainability Departments and sit on any committees relating to Dawson's environmental initiatives.
- c. coordinate the organization of events related to sustainability;
- d. develop and manage budget designated for Sustainability & Equity;
- e. operationalize the Union's commitment to equity through policy, programming and services.

#### **9.16. Vice-President Academic Affairs & Advocacy**

The Vice-President Academic Affairs & Advocacy shall exercise the following powers and perform the following duties:

- a. serve as ex-officio voting member of the Student Council;
- b. represent the members of the Union on the College Senate;
- c. coordinate the activities of all Student Representatives;
- d. Chair the meetings of the Student Representatives Caucus;
- e. maintain relations between the Union and all levels of the College; with the exception of the Board of Governors;

- f. attend and make recommendations to the Student Councillors on the appointment of vacant Student Representative positions to the Board of Governor and Senate, their committees and to any other College committees;
- g. oversee the Union's research endeavours;
- h. develop and manage the budget designated for Academic Affairs & Advocacy.

### **9.17. Vice-President Operations & Services**

The Vice-President Academic Affairs & Advocacy shall exercise the following powers and perform the following duties:

- a. serve as ex-officio voting member of the Student Council;
- b. manage the use of the Union's space;
- c. coordinate the improvement efforts in regards to the Union's space;
- d. oversee the management of the Union's business operations;
- e. represent the Members on College's bodies in charge of space and operational planning;
- f. develop and manage the budget designated for Operations & Services;
- g. operationalize and manage all DSU student-run and staff-run services that are not Student Groups.

## **10. ELECTIONS**

### **10.1. General Elections**

The Union must hold General Elections, in which Members may directly vote for their Executive Officers and Academic Sector Representatives on the Student Council. Such elections must take place in the Winter semester.

### **10.2. Procedure**

The timeline for General Elections and By-Elections is set by the Chief Returning Officer. A notice is to be sent to the membership no later than five (5) days before the open of the nomination period. The timeline must include:

- a. a minimum of two (2) voting days that each have a period of no less than eight (8) hours of voting; and
- b. a minimum of five (5) days for the nomination period; and
- c. a minimum of five (5) days campaigning period between the close of nominations and the start of the polling period; and

### **10.3. Chief Returning Officer**

The Chief Returning Officer shall exercise the following powers and perform the following duties:

- a. Provide to the Student Council and President an Elections and/or Referenda Report no later than ten (10) days following the announcement of results;
- b. Set timelines of voting events in accordance with Standing Regulations on Elections and Referenda and Electoral Budget;

- c. Oversee and manage the voting process of Elections and Referenda;
- d. Manage the elections budget;
- e. Coordinate all activities relating to elections;
- f. Appoint and manage elections staff to assist in the organization, promotion and management of voting events;
- g. Has full authority over the Elections and Referenda;
- h. Oversee the nomination process for elections;
- i. Call By-Elections of the Student Council if there are more than 10 (10) voting positions vacant.

**10.4. Deputy Returning Officer**

The Deputy Returning Officer will be the deputy to the Chief Returning Officer. The Deputy Returning Officer will assume any task and exercise any powers delegated to them in the course of their mandate. In the event where the Chief Returning Officer can no longer discharge their duties, the Deputy Returning Officer will assume the role of Acting-Chief Returning Officer.

**10.5. Appointment and Mandate**

The Chief Returning Officer is appointed by the Student Council by a majority vote for a determinate mandate that may not extend beyond the end of the financial year in which the appointment is made. The mandate of a Chief Returning Officer must be renewed or a new Chief Returning Officer must be appointed prior to September thirtieth (30th) of each year. The Chief Returning Officer may have their mandate revoked at any time by a two-thirds ( $\frac{2}{3}$ ) majority vote of the Student Council.

The Chief Returning Officer must appoint a new Deputy Returning Officer or renew the mandate of a previous Deputy-Returning Officer within fifteen (15) days of the start of the Chief Returning Officer's mandate for a determinate mandate that does not extend beyond the Chief Returning Officer's own mandate. The Deputy Returning Officer may have their mandate revoked at any time by the Chief Returning Officer.

While Returning Officers may interact with Executive Officers, the Administrative Director and Employees of the Union for logistical reasons, the offices of Returning Officers are designed to be independent and answer directly only to the Student Council. Any interference with the Electoral process from Executive Officers and Employees is forbidden. Interference means the use of any Union's resources, internal information or someone's position within the Union to interfere in the electoral process.

**10.6. Qualifications**

The following persons shall not be eligible for the office of Returning Officers:

- a. Persons who are not members of the Union or cease to be a member of the Union, unless membership is granted to them according to Article 5.3 of the Constitution;

- b. Persons who hold an elected position as an Executive Officer, a Councillor, or any position in a student group accredited under the Union's Standing Regulation;
- c. Persons who are already employed by the Union.

**10.7. End of Mandate**

The term of a Returning Officer shall end in the event of death, resignation, removal from office or where the Returning Officer ceases to be qualified to be a Returning Officer in accordance with the Constitution.

**10.8. Resignation**

The Chief Returning Officer may resign from office at any time by forwarding a letter of resignation to the Chair of the Student Council, President and Administrative Director by electronic mail, courier or by registered mail. The resignation shall become effective on the date when the letter of resignation is sent to the Union or on such other date as may be specified in the letter.

The Deputy Returning Officer may resign from office at any time by forwarding a letter of resignation to the Chief Returning Officer and Administrative Director by electronic mail, courier or by registered mail. The resignation shall become effective on the date when the letter of resignation is sent to the Union or on such other date as may be specified in the letter.

**10.9. Exceptional Circumstances**

In the event that The Chief Returning Officer and Deputy Returning Officer are left vacant and that the Student Council is unable to reach quorum, the President will exceptionally have the right to appoint an Acting-Chief Returning Officer that will assume office until the Student Council can convene again and appoint a permanent Chief Returning Officer.

**10.10. Vacancy**

In the event that the position of Chief Returning Officer is vacant in the midst of a mandate, the Deputy Returning Officer will assume the role as acting-Chief Returning Officer. The Student Council must appoint a new Chief Returning Officer within fifteen (15) days.

**10.11. Remuneration**

The Chief Returning Officer's remuneration shall be fixed by the Student Council. The Student Council may, by way of resolution, authorize the reimbursement of expenses incurred by the Chief Returning Officer in the exercise of their duties.

The Deputy Returning Officer's remuneration shall be fixed by the Chief Returning Officer, in consultation with the Administrative Director, and be drawn from the Elections budget. The Chief Returning Officer may authorize the reimbursement of expenses incurred by the Deputy Returning Officer in the exercise of their duties.

### **10.12. By-Elections**

By-Elections can be called by the Student Council to fill vacancies on the Student Council or Executive Officers. In the event where fifty percent (50%) or more of the positions of Executive Officers are left vacant, the Student Council must call a By-Election within five (5) days of the last vacancy. In the event where the Student Council has less than fifty percent (50%) of its voting members, the Chief Returning Officer will have the authority to call By-Elections and must do so within five (5) days of the last vacancy.

### **10.13. Voting**

All Members shall be eligible to vote in an election for their Officers and for the Academic Sector Representatives of their sector of study. Unless otherwise provided for in the Act, this Constitution, or the Standing Regulations, all elected offices shall be decided by a ranked preferential ballot.

### **10.14. Quorum**

The quorum for all elections shall be two percent (2%) of the eligible voters.

### **10.15. Disputes, Recounts and Appeals**

Any elector who wishes to dispute the results of an election and/or request a recount must notify the Chief Returning Officer within 3 days of the announcement of the results. The Chief Returning Officer will render a motivated written decision on the dispute or on whether a recount is warranted within two (2) days of the request.

Any decision of the Chief Returning Officer can be appealed to the Accountability Officer no later than two (2) days after it has been rendered. The Accountability Officer shall form an Appeals Committee composed of three (3) members in accordance with the Union's Standing Regulations. This committee shall be chaired by the Accountability Officer who shall not vote. The Accountability Officer shall ensure that the committee follows the rules of natural justice. The Accountability Officer shall issue a decision on behalf of the committee within five (5) days of the receipt of the appeal.

## **11. REFERENDA**

### **11.1. General**

The Union may hold referenda, on which Members may directly vote on resolutions, in accordance with its Standing Regulations. The voting process will be overseen and managed by the Chief Returning Officer.

### **11.2. Initiation**

Referenda may be initiated by the Student Council by a two-thirds ( $\frac{2}{3}$ ) majority vote or Members by a petition in writing signed by no fewer than one hundred and fifty (150) Members of the Union from at least four (4) different Academic Sectors with no more than fifty percent (50%) being from any one



Academic Sector.

**11.3. Timeline**

The timeline is set by the Chief Returning officer no later than (5) days after the initiation of a referenda. Notice of the question and voting timeline must be sent to the membership no less than fifteen (15) days before the start of voting. Voting must occur over a minimum of two (2) voting days that each have a period of no less than eight (8) hours of voting

**11.4. Voting**

All Members shall be eligible to vote in a referendum. Unless otherwise provided for by law, this Constitution, or the Standing Regulations, all referendum questions submitted to the Members shall be decided by a simple majority vote.

**11.5. Quorum**

The quorum for all referenda shall be two percent (2%) of the Members.

**12. ACCOUNTABILITY OFFICER**

**12.1. General**

The Accountability Officer is an independent permanent officer who reports directly to the Student Council. The Officer will be responsible for the interpretation and enforcement of the Constitution, Standing Regulations, Policies and Positions of the Union. Every Member has the right to petition the Accountability Officer to be heard on matters pertaining to their jurisdiction. The Accountability Officer may also receive confidential complaints of Members and as such, shall act as a whistleblower resource. Only complaints filed by Members shall be considered, and as such, no anonymous complaints shall be regarded.

**12.2. Powers and Duties**

The Accountability Officer shall act as arbitrator in internal disputes. The Accountability Officer shall have all powers to render binding decisions in the case of disputes between the Student Council, Officers, Student Groups, Members and/or any other internal party of the Union. The Accountability Officers shall not have powers over matters of Human Resources but may be empowered to make non-binding recommendations. Decisions rendered by the Accountability Officer and cannot be further appealed or overturned.

The Accountability Officer shall submit to the Student Council each year a report of all decisions rendered along with non-binding recommendations if applicable. The report must be presented to the Student Council no later than the last day of April of each year.

The Accountability Officer shall have full power to investigate in the event where notice of wrongful and/or unlawful activity has been received. The Accountability shall be granted unrestricted access to files and documents

necessary for the investigation.

The Accountability Officer may choose, at their discretion and in accordance with their better judgement, to refuse to hear a dispute or appeal if deemed frivolous, unsubstantiated and/or unwarranted.

### **12.3. Qualifications**

The Accountability Officer must be a professional of the legal field such as a lawyer or notary and/or arbitrator.

### **12.4. Appointment and Mandate**

The Accountability Officer shall be appointed by the Student Council by majority vote under recommendation of the President. The Accountability Officer shall serve a mandate of five (5) years.

### **12.5. End of Term of Office**

The term of office of an Accountability Officer shall end in the event of death, resignation, removal from office or where the Officer ceases to be qualified to be an Officer in accordance with the Constitution.

### **12.6. Removal from Office**

The Accountability Officer may be removed from office by way of a resolution adopted by three-quarters ( $\frac{3}{4}$ ) majority vote of the Student Council.

### **12.7. Resignation**

The Accountability Officer may resign from office at any time by forwarding a letter of resignation to the President, Administrative Director and to the Chair of the Student Council of the Union. This can be in the way of electronic mail, courier or by registered mail. The resignation shall become effective on the date when the letter of resignation is sent to the Union or on such other date as may be specified in the letter.

### **12.8. Vacancy**

In the event that the position of Accountability Officer is vacant, the Student Council will appoint a new Accountability Officer within (2) months.

### **12.9. Remuneration**

The Accountability Officer shall be remunerated for their work and it shall be fixed by the Student Council. The Student Council may, by way of resolution, authorize the reimbursement of expenses incurred by the Accountability Officer in the exercise of their duties.

## **13. STUDENT REPRESENTATIVES**

### **13.1. General**

Student Representatives are Members who are appointed to represent the College's and the Union's interest on "College Bodies".

### **13.2. Duties and Responsibilities**

Student Representatives must always act in a way that is in the best interest of the membership and the Union subject to certain exceptions relating to fiduciary responsibility. All Student Representatives are part of the Student Representatives Caucus chaired by the Vice-President Academic Affairs & Advocacy. The Student Representatives Caucus and/or Student Council may at times instruct one (1) or more Student Representatives to act in a certain way in the exercise of their duties. Failure to do so would be in violation with this Constitution and may be cause for removal from office of this representative.

### **13.3. Calling of the Regular Meetings**

There shall be no fewer than eight (8) regular meetings of the Student Representative Caucus per financial year. The meeting schedule shall be set by the Student Caucus Chair at the first meeting of each new financial year.

### **13.4. Qualifications**

A Student Representative must be a Member of the Union at the time of the appointment. Furthermore, they must meet all the criteria for the office in which they seek to become a representative.

### **13.5. Appointment and Mandate**

Student Representatives are appointed by the Student Council under recommendation of the Vice-President Academic Affairs & Advocacy and in accordance with its Standing Regulations for a mandate not exceeding one (1) year.

### **13.6. End of Term of Office**

The term of office of a Student Representative shall end in the event of death, resignation, removal from office or where the representative ceases to be qualified to be a representative in accordance with the Constitution, Standing Regulations and Policies of the Union.

### **13.7. Removal**

Any Student Representative who misses three (3) meetings of the Caucus and/or of the College Body on which they sit without justifiable cause shall be deemed to have resigned as a Student Representative. A Student Representative who has a justifiable cause may ask the Vice-President Academic Affairs & Advocacy to excuse them for their absence.

Any Student Representative may be removed from office by a majority vote of the Student Council. The Student Representative against whom a request for removal from office is directed shall be notified of the place, the date, and the time of the meeting of the Caucus and/or Student Council. Such a Student Representative shall have the right to attend and to address the meeting or, in a written statement and read by the Chair, to put forth the

reasons why such Officer opposes the proposed removal from office.

### **13.8. Resignation**

A Student Representative may resign from office at any time by forwarding a letter of resignation to the Vice-President Academic Affairs & Advocacy. This can be by way of electronic mail, courier or by registered mail. The resignation shall become effective on the date when the letter of resignation is sent to the Union or on such other date as may be specified in the letter.

### **13.9. Vacancy**

In the event of a vacancy of a Student Representative position, it must be filled no later than one (1) month after the initial start of the vacancy.

## **14. PROTECTIONS OF COUNCILLORS, OFFICERS AND OTHER**

### **14.1. Standard of Care (Quebec Civil Code Art. 322)**

Every Councillor, Student Representative, Officer, and member of any committee of the Student Council of the Union (for the purposes of Article 13, the "Representative") in exercising their powers and discharging their duties shall act honestly and in good faith with a view to the best interests of the Union and shall exercise the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances. Every Representative shall comply with the Act, the regulations, the Constitution, the Standing Regulations, and any Policies.

### **14.2. Conflict of Interest (Quebec Civil Code Art. 324)**

A Student Council member shall avoid placing themselves in a position of conflict of interest between their personal interest and that of the Union and they shall declare any conflict or potential conflict of interest to the Student Council. The concerned Student Council member(s) shall abstain from voting on and participating in, the deliberations on matters pertaining to such conflict of interest.

### **14.3. Indemnity of Councillors, Student Representatives, and Officers**

Subject to the Quebec Companies Act, the Union may indemnify a present or former Councillor, Student Representative or Officer of the Union, or another individual who acts or acted at the Union's request as a Councillor, Student Representative or Officer or in a similar capacity of another entity, against all costs, charges, and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative or other proceeding in which the individual is involved because of that association with the Union or other entity if:

- a. the individual acted honestly and in good faith with a view to the best interests of the Union or, as the case may be, to the best interests of the other entity for which the individual acted as Councillor or Officer or in a similar capacity at the Union's request; and

- b. in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that the individual's conduct was lawful. The Union may indemnify such person in all such other matters, actions, proceedings, and circumstances as may be permitted by the Act or the law. Nothing in the Constitution shall limit the right of any person entitled to indemnity to claim indemnity apart from the provisions of the Constitution.

#### **14.4. Insurance**

Subject to the Act, the Union must purchase and maintain insurance for the benefit of any individual entitled to be indemnified by the Union pursuant to Section 13.3 hereof against any liability incurred by the individual:

- a. in the individual's capacity as a Councillor or an Officer of the Union;  
OR
- b. in the individual's capacity as a Councillor, Student Representative or Officer, or in a similar capacity, of another entity, if the individual acts or acted in that capacity at the Union's request.

#### **14.5. Training**

All newly appointed Chief Returning Officers and Deputy Returning Officers must receive mandatory training about their legal responsibilities paid by the Union and administered by a legal professional within the first two (2) months of their appointment.

All Councillors and Officers, with exception of the Accountability Officer and notwithstanding the previous paragraph, shall receive mandatory training on their legal rights and responsibilities paid by the Union and administered by a legal professional within the first (1<sup>st</sup>) month of the start of their respective mandate.

### **15. CONTRACTS, BANKING AND BORROWING**

#### **15.1. Contracts**

In the absence of a decision to the contrary by the Student Council, deeds, transfers, assignments, contracts, obligations, and other instruments in writing requiring execution by the Union shall be signed by the relevant Officer specified in the Standing Regulations and the President, the Vice-President Finance, the Administrative Director or such other person or persons as may be determined by the Student Council. The Student Council may also authorize, in general or specific terms, any person to sign any document in the name of the Union.

#### **15.2. Banking and Borrowing (Quebec Companies Act, Article 77)**

The banking business of the Union including, without limitation, the borrowing of money and the giving of security, therefore, shall be transacted with such banks, trust companies or other bodies corporate or organizations and under

such agreements, instructions and delegations of powers as the Student Council members determine from time to time. Without limiting the borrowing powers of the Union, the Student Council may from time to time:

- (a) borrow money upon the credit of the Union;
- (b) issue, re-issue, sell or pledge bonds, debentures, notes, or other evidence of indebtedness or guarantee of the Union, whether secured or unsecured; and
- (c) mortgage, hypothecate, pledge, or otherwise create an interest in or charge upon all or any property (including the undertaking and rights) of the Union, owned or subsequently acquired, by way of mortgage, hypothec, pledge or otherwise, to secure payment of any such evidence of indebtedness or guarantee of the Union. Nothing in this section limits or restricts the borrowing of money by the Union on bills of exchange or promissory notes made, drawn, accepted, or endorsed by or on behalf of the Union.

## **16. FINANCES**

### **16.1. Financial Year**

The Financial Year of the Union shall be from the first (1<sup>st</sup>) of June to the thirty-first (31<sup>st</sup>) of May of the following year.

### **16.2. Financial Statements**

The financial statements of the Union shall be published annually on the Union's website, no later than the fifteenth (15<sup>th</sup>) of November of each year, and shall be made available at the head office of the Union. The Union shall not operate at a deficit.

### **16.3. Auditor**

The Auditor shall be appointed by the Members according to the Quebec Companies Act, each year, at the General Assembly and shall be a chartered professional accountant (CPA). The remuneration of the Auditor shall be fixed by the Student Council. No Councillor, Officer or employee of the Union, or associate of a Councillor, Officer or employee may be appointed Auditor. If the Auditor ceases for any reason whatsoever to hold office before the end of its term, the Student Council may fill the vacancy by appointing a replacement to serve the unexpired term.

### **16.4. Mandate of the Auditor**

The Auditor shall complete the audit of the accounts and financial condition of the Union. It shall submit a report to the Members at each annual meeting and confirm that the financial condition is presented in accordance with Generally Accepted Accounting Principles (GAAP). The report shall be an Audit or a Review Engagement

### **16.5. Large Expenses**

All expenses or contracts of an initial value equal to or greater than ten thousand dollars (\$10,000.00 CAD) before applicable sales taxes will require prior approval by the Student Council before being incurred or signed and executed by the two (2) relevant Officers.

## **17. BOOKS & RECORDS**

### **17.1. Books and Records (Quebec Companies Act, Article 104)**

The Union shall adopt one (1) or more books in which the following documents are to be kept:

- a. A copy of the Letters Patent of the Union;
- b. The Constitution, Standing Regulations, Policies, Positions and any amendments thereto;
- c. The minutes of all proceedings of each General Assembly, meetings of the Student Council and meetings of other committees established by the Student Council and of the adopted resolutions in writing;
- d. A register of the entire membership and any other information associated to the membership;
- e. A register of the persons who are or have been Officers, members of the Student Council, indicating the name and address of each one of them as well as the date of the commencement and, as the case may be, of the end of their term of office;
- f. A record of all other relevant documents presented at a meeting of the Student Council or General Assembly.

### **17.2. Safekeeping**

The book(s) shall be kept by the Administrative Director at the head office of the Union and/or on an online private secure cloud storage. In the event of such digital storage of files, such files must have backups every one (1) year and kept at the head office. Additionally, the Student Council may determine at its discretion any alternative location where files may be stored.

### **17.3. Access to Information**

The following documents shall be made publicly available to members on the Union's website and/or platform accessible to the membership:

- a. Constitution, Standing Regulations, Policies and Positions
- b. Agreements of public interest entered into with Dawson College
- c. Agenda and Minutes of the meetings of the Student Council and its Committees
- d. Agenda and Minutes of the General Assemblies
- e. All Official Reports developed by the Union
- f. Financial Statements and Auditor's Report
- g. Annual budgets and their revisions
- h. All other documents deemed of public importance by the Student

## **18. STANDING REGULATIONS AND POSITIONS**

### **18.1. General**

Standing Regulations serve to complement the Constitution which serves as a basic framework for the functioning and power distribution of the Union. Furthermore, they serve the purpose of enacting certain guidelines and procedures for operations within the Union. Positions are stances and binding commitments taken by the Union and are superseded by both Standing Regulations and Policies.

### **18.2. Adoption, Amendment, Repealing of Standing Regulations**

Unless otherwise provided for by law, the creation, amendment and repealing of policies is to be adopted by the Student Council by a simple majority vote.

All Standing Regulations adopted by the Union must automatically be revised within six (6) months of the passing of any substantial modification to this Constitution.

### **18.3. Adoption, Amendment and Repealing of Positions**

Positions may be adopted, amended or repealed at a General Assembly by majority vote. In order for positions to be presented at a General Assembly, they must be first approved by the Student Council by a simple majority vote. Amendments or repealing of positions must also be first approved by the Student Council by a simple majority vote and then presented to the General Assembly for adoption by majority vote.

All positions of the Union are valid for a period of no more than the end of the fiscal year three (3) years after they were adopted. After such expiry, policies may be renewed at a General Assembly or will otherwise cease to have effect.

## **19. EXTERNAL AFFILIATIONS**

### **19.1. General**

The Union may become a member of municipal, provincial or federal federations, associations, coalitions, or other organizations of the same sorts.

### **19.2. Financial Costs**

Any permanent membership to which there is a recurring financial commitment will require a three-quarters ( $\frac{3}{4}$ ) majority vote of the Student Council and a ratification in a referendum before taking effect.

### **19.3. Conditions to Affiliation**

In the event where the Union becomes a member of a provincial or national student organization that requires the Union or its members to pay a membership fee to that organization only after the Union and the organization



enter into a binding, written agreement, which will remain in effect as long as the Union is a member of the organization and containing the following:

- a. The Union membership in the organization does not preclude the Union membership in other organizations;
- b. The organization will make its by-laws, policies and minutes available online to all members of the Union within three (3) months of their approval;
- c. The organization will, within thirty days (30) of receipt of a written request from any Member of the Union, provide to them a copy of any document in care or control of the organization not lawfully required to be kept private;
- d. The organization recognizes that the Union reserves the right to terminate its membership in the organization according solely to the Union's Constitution and Standing Regulations, policies and according to the following procedure:
  - i. by resolution of the Student Council if the Union joined the organization by resolution of the Student Council or by a majority vote in a referendum if they joined by referendum.

#### **19.4. External Representatives**

The Student Council may appoint, under recommendation of the Vice-President External Affairs, any individuals to delegations at external organizations' meetings as External Representatives of the Union. The representatives to such meetings shall act according to the positions adopted by the membership, the Student Council and/or the Executive.

### **20. AMENDMENT OF THE CONSTITUTION**

#### **20.1. Amendment of the Constitution**

Unless otherwise provided for by law, the Constitution may be amended, superseded, or repealed with a two-thirds ( $\frac{2}{3}$ ) majority vote of the Student Council followed by a ratification vote in a referendum.

### **21. INTERPRETATION**

#### **21.1. Singular and Plural**

Words in the singular include the plural and vice versa.

#### **21.2. Precedence**

In the event of a contradiction between the Quebec Companies Act, the Letters Patent or the Constitution, the Quebec Companies Act shall prevail over the Letters Patent and over the Constitution, and the Letters Patent shall prevail over the Constitution. In the event of a contradiction between the

Constitution and the Standing Regulations, the Constitution shall prevail over the Standing Regulations.

**21.3. Preamble, Annexes and Land Acknowledgement**

The Preamble, Annexes and Land Acknowledgement shall form an integral part of the Constitution.

**21.4. Headings**

The headings used in the Constitution are for reference purposes only and they shall not be considered in the interpretation of the terms or provisions in the Constitution.

**21.5. By-Laws**

This document shall serve as the Union's governing By-Laws required for legal persons constituted under Part III of the Quebec Companies Act.

**22. DISSOLUTION**

**22.1. Dissolution (Quebec Companies Act, Article 28)**

Upon the winding-up or dissolution of the Union, any assets remaining after the satisfaction of its debts and liabilities shall be held in a trust until such time as said assets may be transferred to a democratically run Dawson College student organization having purposes similar to those of the Dawson Student Union. The trustee shall be chosen by the members at the time of dissolution.

**23. EFFECTIVE DATE AND TRANSITION**

**23.1. Effective Date**

This Constitution and any further modifications shall come into force when confirmed by way of referendum of the Members, subject to the provisions of the Act. Once adopted, the Constitution will enter into effect on June 1st (1<sup>st</sup>) of the next financial year.

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## **ANNEX A : FEES**

### **1. Membership Base Fees (Accreditation Act, Article 52)**

The base membership fees are a total of **twenty-two dollars (\$22.00 CAD)** per semester for Full-Time Students and a total of **eleven dollars (\$11.00 CAD) per semester** for Part-Time Students as of the passing of this document. Fees will be revised every 3 years and will be adjusted according to the Consumer Price Index (CPI) rounded to the nearest half-dollar.

### **2. Dental and Health Insurance Fee**

The Dental and Health Insurance Plan offered to Members of the Union is a non-compulsory fee adopted by way of a referendum. Any modification to the plan and/or the addition of an administrative fee which would incur a fee change requires a vote in a referendum with exception to organic increases. Members may choose to opt out in certain parts of the fees in accordance with the terms and conditions of the plan.

## **ANNEX B: MEMBERSHIP**

### **1. Membership Requirements**

All Members of the Union shall agree to share the following information collected by the College at Registration with the Union. The information shall be treated confidentially by the Union, except when required by law:

- a. Full Name
- b. Student ID
- c. Phone Numbers
- d. Email Addresses
- e. Home Address
- f. Date of Birth
- g. Gender
- h. Program of Study
- i. Academic Sector of Study
- j. Division of Study
- k. Student Status