



# THE CONSTITUTION OF QUEER MCGILL

As Adopted by the General Assembly on April 1, 2023



Queer McGill

3600 McTavish St., Suite 432, Montréal, QC, H3A 0G3

*Located on Haudenosaunee and Anishinaabe, traditional territories*

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### Article I: Affiliation

- i. Queer McGill, as a Service of the Students' Society of McGill University ("SSMU"), will abide by the governing documents thereof including, but not limited to, the SSMU Constitution and Internal Regulations of Student Groups.
  - a. Queer McGill, as a legal entity of the SSMU, will not enter into legally binding contracts or agreements on its own behalf or on behalf of the SSMU.
- ii. Notwithstanding, as an organization dedicated to the protection and promotion of Queerness, the interests of Queer McGill may, at times, conflict with those of the SSMU. In such instances, Queer McGill will strive to maintain its autonomy.
  - a. Should the compliance of Queer McGill with the authority of the SSMU present a dire and irreconcilable threat to the operations, governance, or mandate of Queer McGill, the General Assembly may choose to modify its affiliation with the SSMU as necessary.
    - i. Modifications to affiliation may be pursued through a resolution adopted unanimously by the General Assembly, for this purpose, and should be considered a last resort where all others have failed.

### Article II: Mandate

- i. Queer McGill, in adopting the mantra "For Queer Students, by Queer Students," will promote and protect Queerness at McGill University and in the Montreal community, generally.
- ii. Queer McGill will serve all those whose gender and/or sexuality diverge from the Western cultural mainstream and who may face discrimination on the basis of their gender and/or sexuality.
  - a. Notwithstanding, Queer McGill will not make determinations of eligibility but will serve those who self-identify with the above description.
- iii. Queer McGill will fulfill its mandate by providing both material and immaterial services including, but not limited to:
  - a. Maintaining an open and safer space on campus;
  - b. Sustaining a visible and active presence on campus, increasing awareness of Queerness;
  - c. Participating in political action on Queer and Queer-related issues, regardless of controversy;



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- d. Representing and advocating for Queer students to McGill University and other campus organizations;
  - e. Facilitating social activities and interactions to strengthen the Queer community both on campus and in Montreal;
  - f. Organizing educational campaigns and events around Queer and Queer-related topics;
  - g. Supporting a library and archives of Queer media and information;
  - h. Providing information, educational resources, and referrals to improve the conditions of Queer students; and
  - i. Dispensing Queer-affirming and health-related products to those who want them.
- iv. Queer McGill will carry out its mandate with the utmost commitment to equity and anti-oppression, and will strive to continually improve itself and its views.
- a. In recognition of the intersection of Queerness and other marginalized identities, Queer McGill will ally itself with organizations supporting marginalized and oppressed Groups and will, to the best of its ability, support their political action and causes.

### Article III: Land Acknowledgement

- i. Please refer to **Appendix C: Land Acknowledgement** for the official Land Acknowledgement of Queer McGill.
- ii. The land acknowledgement must:
  - a. Act as a guiding principle for the anti-colonial position of Queer McGill;
  - b. Be present in all event descriptions and official communications; and
  - c. Be stated at the beginning of all official meetings of the Coordinating Committee and General Assembly.
- iii. The Land Acknowledgement may be adapted, as necessary.
- iv. The Land Acknowledgement will be rewritten at the discretion of the Coordinating Committee, in collaboration and consultation with Indigenous students and student Groups.

### Article IV: Membership

- i. All registered SSMU members, PGSS members, and/or elected Coordinators are eligible for full membership.



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- ii. Those not eligible for full membership will be eligible for associate membership, akin to observer status.
- iii. All full and associate members will have the right to:
  - a. Attend all public meetings, events, and activities of Queer McGill and its Groups;
    - i. Notwithstanding, associate members will not enjoy the right to vote in official meetings of the Coordinating Committee and General Assembly.
  - b. Access the Queer McGill library and any physical or informational resources made available for public use; and
  - c. Serve as Staffers.
- iv. Notwithstanding, the rights of full and associate members may be revoked, following the procedures set out in the Governing Documents.
- v. Any full or associate members are entitled to reimbursement for expenses incurred, where such expenses are authorized and deemed reasonable by the Coordinating Committee, and on whose behalf they were incurred.

## Article V: The General Assembly

- i. The General Assembly of Queer McGill will be the supreme authority of Queer McGill, with the power to create, amend, or nullify the Governing Documents of Queer McGill.
  - a. Membership of the General Assembly will include all full members of Queer McGill, who will retain the right to speak and vote at meetings of the General Assembly.
  - b. Associate members may also attend and speak at meetings of the General Assembly but will not retain the right to vote.
- ii. A meeting of the General Assembly will be held at least once per semester during the Fall and Winter semesters.
  - a. Notice of meetings of the General Assembly will be given using all reasonable forms of advertisement a minimum of ten (10) calendar days in advance.
- iii. The quorum of meetings of the General Assembly will include:
  - a. All members of the Coordinating Committee; and
  - b. One representative of each active Group.
- iv. A General Assembly may be called at any time by submitting a petition with no fewer than ten (10) valid signatures, electronic or otherwise, of full members to the Coordinating Committee. A notice of ten calendar days (10-day) will be given. The General Assembly must be held within fourteen (14) calendar days of the submission of the petition.



## Article VI: Elections

- i. Elections of Coordinators will normally be held by the General Assembly for all positions simultaneously.
  - a. Should no candidate present themselves for a given position, a subsequent special meeting of the General Assembly will be called and a By-Election held to elect the position.
- ii. Elections will be advertised alongside the General Assembly.
  - a. Such advertisements will include job descriptions, details of employment, and hourly wages for each position.
- iii. Candidates must announce their candidacy to the Coordinating Committee before the time of the Election.
  - a. Candidates must be present, either physically or virtually, and capable of defending their candidacy at the time of their Election.
  - b. Coordinators will be elected by a plurality of votes.
  - c. Candidates may present themselves for no more than two (2) positions at any election.
  - d. Unopposed candidates will be subjected to a simple vote of approval.
- iv. Elections will be conducted according to procedures established by the outgoing Coordinating Committee and approved by two-thirds ( $\frac{2}{3}$ ) of members present.
  - a. Such procedures will normally include campaign speeches and an open question period, all of which will precede the voting period.
- v. Before an Election, an Elections Officer will be elected by the Coordinating Committee.
  - a. The Elections Officer will not have the right to vote but will oversee the election process, the exact format of the election, and will be responsible for the tabulation of results.
  - b. A Deputy Elections Officer may be elected by the Coordinating Committee to verify the tabulation of results and will not have the right to vote.
- vi. Participants may attend and cast votes virtually, regardless of whether the Election is held in person.
- vii. Results will be communicated to each candidate no later than 48 hours after the conclusion of the Election.



- a. Results will be preserved by the Coordinating Committee for no less than one (1) month after the Election.
  - b. Any member may request a recount by the Elections Officer no later than one (1) week after the election.
- viii. Incumbent Coordinators may not seek re-election unless at least one (1) of the following conditions are met:
  - a. The Incumbent is seeking election for another position and has served fewer than four (4) contract terms in total as a Coordinator;
  - b. The Incumbent has spent fewer than two (2) contract terms in their current position and fewer than four (4) terms in total as a Coordinator or;
  - c. No other candidate, or no two other candidates for Events Coordinators, have presented themselves to oppose the Incumbent.
- ix. In the event of a tied vote in an election, a re-vote will be held between the tied candidates, excluding any candidate that did not achieve a plurality of votes.
  - a. In the case that no candidates could be removed from the election, due to all candidates having received an equal number of votes, the vote will be decided by a majority vote of the outgoing Coordinating Committee.
    - i. If a candidate involved in the tied vote is an Incumbent Coordinator seeking re-election, the vote will be decided by a majority vote of the remaining members of the outgoing Coordinating Committee.

## Article VII: The Coordinating Committee

- i. The Coordinating Committee will oversee the execution of the mandate of Queer McGill, serving as the stewards of Queer McGill between meetings of the General Assembly.
- ii. The Coordinating Committee will consist of:
  - a. One (1) Administrative Coordinator;
  - b. One (1) Resource Coordinator;
  - c. One (1) Finance Coordinator;
  - d. One (1) Communications Coordinator, and;
  - e. Two (2) Events Coordinators.
- iii. The Coordinating Committee will meet no less than once per week during the Fall and Winter semesters, excluding the Winter academic break, and will meet regularly during the Summer semester.



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- a. Meetings of the Coordinating Committee will be open, regardless of membership, and will be advertised by the Communications Coordinator;
- b. A quorum of two-thirds ( $\frac{2}{3}$ ) of Coordinators will be required for votes and consensus decisions of the Coordinating Committee;
- iv. Coordinators will be elected to serve for terms not exceeding one (1) year and ending no later than May 1.
- v. Should a Coordinator vacate their position before the end of their elected term, and at the discretion of the Coordinating Committee:
  - a. A special meeting of the General Assembly, known as a By-Election, may be held to elect a Coordinator to serve the remainder of the vacated term; or
  - b. The Coordinating Committee may invite the candidate who received the second number of votes at the election of the vacated position to serve the remainder of the vacated term.
- vi. Coordinators will be remunerated for their work at wages determined by the SSMU Human Resources Department and a maximum number of contracted hours determined by the outgoing Coordinating Committee.

## Article VIII: Requirements and Duties of Coordinators

- i. All Coordinators will:
  - a. Hold at least two (2) office hours per week in the Fall and Winter semesters;
  - b. Attend all meetings of the Coordinating Committee and maintain awareness of Coordinating Committee activities;
  - c. Prepare an "Exit Report" outlining every relevant element of the position, including but not limited to projects, contact information, logistical information, and strategies for success;
  - d. Provide extensive training to their successors, as necessary;
  - e. Attend Coordinator and Staffer Training, as necessary;
  - f. Abide by the Constitution and By-Laws of Queer McGill and the SSMU.
- ii. Should a Coordinator be unable to fulfill their responsibilities, for whatever reason, the Coordinating Committee will redistribute such responsibilities among Coordinators, in a manner that respects each Coordinator's respective ability.





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- iii. The exact duties of each Coordinator will be determined by the Coordinating Committee and will be reflected in the job description of each position (see **Appendix B: Job Descriptions**).
- iv. Failure to meet the aforementioned requirements may result in disciplinary actions, as outlined in this Constitution.

## Article IX: Removal of Members of the Coordinating Committee

- i. At any time throughout the regular academic term, a three-fourths ( $\frac{3}{4}$ ) vote of the constituency of full members present at a General Assembly can demand the removal of a Coordinator. Should a vote to remove a Coordinator from their position succeed, they will be asked to vacate their position and be remunerated for their work until the date of their removal.
  - a. In the event that the implicated individual refuses to vacate their position, the matter will be escalated, by the Coordinating Committee, to the SSMU Human Resources Department.

## Article X: Staffers

- i. At the discretion of the Coordinating Committee, Queer McGill may retain Staffers to supervise the Queer McGill Office and assist in the day-to-day logistics of Queer McGill.
  - a. The Administrative and Resource Coordinators will be responsible for ensuring that Staffers receive sufficient training.
- ii. Staffers, in their service to Queer McGill, will, to the best of their abilities:
  - a. Volunteer no less than one hour per week in the Queer McGill Office;
  - b. Ensure that the Queer McGill office is cleaned and tidied, whenever necessary;
  - c. Organize Queer McGill's library and resources, whenever necessary;
  - d. Assist guests in renting and/or returning library materials;
  - e. Prepare resource orders, when made in advance;
  - f. Assist guests in accessing physical resources;
  - g. Accept and record donations made in exchange for physical resources;
  - h. Direct questions from guests towards the appropriate Coordinator;
  - i. Enforce the Governing Documents of Queer McGill, including the Safer Space Policy; and
  - j. Enforce rules and regulations imposed by the University Centre and/or McGill University, as necessary.



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- iii. Staffers, for the duration of their service to Queer McGill, will be bound by the Governing Documents of Queer McGill and the Students' Society of McGill University.
  - a. It will be the responsibility of the Staffer to familiarize themselves with the contents of the Governing Documents.
- iv. After completing the necessary training, Staffers will remain eligible to serve for three (3) academic terms, not including Summer terms, after which the Staffer may choose to resubmit to training or to terminate their service to Queer McGill.
  - a. Staffers wishing to preemptively terminate their Service to Queer McGill may do so by submitting a request to the attention of the Coordinating Committee.

## Article XI: Groups

- i. Sub-groupings of Queer McGill, known as Groups, will be established to further the mandates of Queer McGill and to provide service to Queer students and members of the community.
- ii. Groups may be established by a two-thirds ( $\frac{2}{3}$ ) majority vote of the General Assembly such that the mandate, funding, and a representative of the Group are clearly defined.
  - a. Exceptionally, a two-thirds ( $\frac{2}{3}$ ) majority vote of the General Assembly may dissolve a Group and reappropriate its budgetary allocation.
- iii. Groups will not be beholden to the authority of the Coordinating Committee, with the exception of financial oversight and the enforcement of the Governing Documents.
  - a. The Coordinating Committee will have no power to override a decision made collectively by a Group, so long as that decision is consistent with the Constitution and By-Laws of Queer McGill.
  - b. A Group may only be mandated to act by an internal vote of the Group, or by a simple majority vote of the full members present at a General Assembly
- iv. Groups will be responsible for defining an internal structure and preparing a mission statement or guiding philosophy prior to their establishment by the General Assembly.
- v. Groups will choose a representative to the General Assembly according to their preferred method.
  - a. To maintain active status, Groups will be required to report on their activities at each regularly scheduled meeting of the General Assembly.
  - b. Groups that fail to report to the General Assembly will be declared inactive and stripped of their budgetary allocations until such time that they regain active status.



- c. To regain active status, the Group must submit a report to the next regularly scheduled General Assembly, at which point the active status of the Group will be restored.
- vi. Groups will submit a budget or otherwise consult the Finance Coordinator before making purchases.
- vii. Each active Group may be allocated up to five hundred dollars (\$500 CAD) of Queer McGill's yearly operating budget, according to the needs of the Group. Total expenses exceeding this amount will require the approval of the Coordinating Committee.
  - a. If necessary in the execution of their mandate, a Group may be allocated an additional five hundred dollars (\$500 CAD), or one thousand dollars (\$1,000 CAD) total, per year.
  - b. In such instances, the Group will submit a yearly budget to the Coordinating Committee, demonstrating the necessity of their funding.
- viii. Groups may not make use of their budgetary funding to remunerate their members.
- ix. Notwithstanding, the Coordinating Committee may authorize the fair remuneration of Group members for substantial services rendered to Queer McGill in the fulfillment of the mandate of the Group and where such services exceed the contributions normally expected of Group members.
  - a. In such instances, the Coordinating Committee and relevant Group will jointly and diligently establish a documented agreement which reflects the terms of remuneration.
  - b. Such a documented agreement will be presented to the next regularly scheduled General Assembly.
  - c. Recurring or continuous remuneration will require the approval of two-thirds ( $\frac{2}{3}$ ) of members present at the next regularly scheduled General Assembly.
  - d. Remuneration will typically be made by way of honoraria and will comply with regulations thereof set forth by the SSMU.

## Article XII: Subcommittees

- ii. The Coordinating Committee may, by way of a resolution adopted for this purpose by two-thirds ( $\frac{2}{3}$ ) of Coordinators present, establish Subcommittees.
  - a. Such Subcommittees will be established ad hoc to fulfill a clearly defined purpose in service of the mandates of Queer McGill.
- iii. The duties and authorities of Subcommittees may be delegated from those of the Coordinating Committee. As such, the authority of a Subcommittee may not exceed that of the Coordinating Committee.



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- iv. Subcommittees will be composed of no fewer than two (2) Coordinators, at least one of which will be appointed to serve as Chair of the Subcommittee.
  - a. Subcommittees may also include members-at-large, who will be entitled to participate in the decisions of the Subcommittee.
  - b. Members-at-large may, at the discretion of the Subcommittee, serve as Co-Chairs in collaboration with the Chairing Coordinator.
  - c. The Chair(s) will report on the activities of the Subcommittee at meetings of the Coordinating Committee at-large.
- v. Exceptionally, the General Assembly may, by way of a resolution adopted for this purpose by two-thirds ( $\frac{2}{3}$ ) of members present, mandate the establishment of a Subcommittee.
  - a. The General Assembly will specify the purpose of any Subcommittee it mandates.
  - b. The General Assembly may, at its discretion, allow the Coordinating Committee to make exact determinations regarding the duties and authorities of the Subcommittee.

### Article XIII: Resolutions and Amendments

- i. Any member may bring forward a resolution for consideration, which must be voted on by the General Assembly.
- ii. Resolutions may define the organizational opinions and goals of Queer McGill and may bind the Coordinating Committee or Groups to action.
- iii. Any resolution proposed for adoption by the General Assembly must be made available to the membership no fewer than 48 hours before the General Assembly.
  - a. Notwithstanding, resolutions introduced during the General Assembly may be considered with the approval of two-thirds ( $\frac{2}{3}$ ) of full members in attendance.
- iv. Any resolution brought to a General Assembly will normally be deemed to have passed if a majority of the members present vote in favour of such a resolution.
- v. The Governing Documents may be amended at any General Assembly of Queer McGill by a resolution adopted for this purpose by a majority of  $\frac{2}{3}$  of the full members in attendance.
- vi. All changes to the Governing Documents must be submitted to the SSMU for ratification.
- vii. The Queer McGill Governing Documents must be reviewed, at minimum, once every three (3) years by the Coordinating Committee and changes put forward to the General Assembly, if necessary.



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- viii. Exceptionally, the Coordinating Committee may implement interim measures, following the unanimous adoption of a resolution to this effect by the Committee with all members in attendance.
  - a. Interim measures will carry the authority of the General Assembly and will be enforced and enacted as such.
  - b. Interim measures must be ratified at the next regularly scheduled meeting of the General Assembly.
  - c. As such, interim measures may not disrupt the regular occurrence of General Assemblies and Elections as stipulated by the Constitution.
  - d. Interim measures which are not ratified by the General Assembly will be considered null and void.
  - e. Upon their adoption, it will be the responsibility of the Coordinating Committee to communicate the contents and implications of any interim measure with the members to the best of its ability.
- ix. A member may challenge an interim measure at any time prior to the next regularly scheduled General Assembly following the enactment of the measure by submitting a petition with no fewer than ten (10) valid signatures, electronic or otherwise, of full members to the Coordinating Committee.
  - a. Upon the delivery of this petition to the Coordinating Committee, the interim measure in question will be considered null and void. The petition may also stipulate appropriate corrective measures to be taken by the Coordinating Committee.
  - b. Once an interim measure has been defeated by a petition, the Coordinating Committee may not reintroduce the measure or any similar measure without the approval of the General Assembly.

## Article XIV: Governing Documents

- i. The Constitution and By-Laws of Queer McGill, collectively referred to as the “Governing Documents” of Queer McGill, will be made publicly accessible at all times, as they are amended.
- ii. Any changes to the Governing Documents will be communicated to Members via the official Queer McGill website, if it exists, and all official communications platforms.
- iii. The Constitution will be ratified, after its amendment or adoption, by the SSMU.
  - a. Notwithstanding, the Constitution will enter force, insofar as Queer McGill and its Groups are concerned, immediately upon its amendment or adoption by the General Assembly.



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- iv. The Governing Documents, will act as the guiding documents of Queer McGill. Where it does not specify a rule or guideline, the existing rules and guidelines within will act as a guide in determining the appropriate rule, action or guideline in any given situation. In deriving a rule, action or guideline, the Coordinating Committee will consider the Constitution in its entirety with reference to any part of the Constitution that serves a similar function.
- v. In areas not covered in this Constitution, the SSMU's Constitution will take effect.

## Article XV: Emergency Powers

- i. Should a catastrophic and/or unprecedented situation arise such that General Assemblies and/or Elections as outlined in the Constitution are not feasible, such activities may be temporarily postponed for a finite period of time by a resolution adopted unanimously by the Coordinating Committee, in full attendance, for this purpose.
  - a. Notwithstanding, the postponement of General Assemblies does not prevent the calling of General Assemblies by way of petition, as outlined in the Constitution.
- ii. Should the Coordinating Committee come to a unanimous agreement that the continuity or internal memory of Queer McGill is under grave and imminent threat, the term limits of Coordinators may be suspended by a resolution adopted unanimously by the Coordinating Committee, in full attendance, for this purpose.
  - a. In such instances, Coordinators may communicate the extension of their contracted terms to the SSMU Human Resources Department.
  - b. Such extensions will not exceed six (6) months from the previous end date of the contracted terms.
  - c. Elections for all implicated Coordinators must be held prior to the exhaustion of the extended terms.
- iii. Where Emergency Powers are employed, it will be the responsibility of the Coordinating Committee to ensure, to the best of its ability, that all members feel represented and that its actions are in line with the spirit of the Governing Documents and Mandate of Queer McGill.
  - a. The Coordinating Committee will communicate its use of Emergency Powers to the membership within twenty-four (24) hours via all reasonable channels of communication.



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## Appendix A: By-Laws

- i. A set of By-Laws, including a the Safer Space Policy, will exist to extend upon the mandate of Queer McGill and ensure the safety of Queer McGill spaces and operations.
  - a. The By-Laws will be enforced by the Coordinating Committee, and stewarded by the Administrative Coordinator with the assistance of the Resource Coordinator.
  - b. Subsequent amended versions of the By-Laws will be uploaded to the Queer McGill website, if it exists, as it is amended.
- ii. New By-Laws may be created and/or dismissed at the discretion of the General Assembly and will be publicized in the Queer McGill office, and through all reasonable channels of communication.
  - a. New By-Laws may not contradict existing By-Laws, unless those By-Laws are nullified or otherwise dismissed by the General Assembly.
  - b. Where the By-Laws contradict or otherwise conflict with the Constitution, the Constitution will supersede the By-Laws.

The most recent version of the Safer Space Policy and other By-Laws of Queer McGill, at the time of this Constitution's last amendment, is available at the link provided below.

[Safer Space Policy and By-Laws of Queer McGill](#)



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## Appendix B: Job Descriptions

The job descriptions of Queer McGill Coordinators, as outlined by the SSMU, strive to be as reflective as possible of the practices undertaken by the Coordinators in the execution of their respective responsibilities. As such, the Coordinating Committee will be active in the drafting and revision of all Coordinator job descriptions.

The operations of Queer McGill and its Coordinators are fluid in nature. The duties of Coordinators are often shared and/or traded in their execution of the Mandate.

The most recent job descriptions, as defined by the SSMU, are available at the links provided below.

[Administrative Coordinator](#)

[Communications Coordinator](#)

[Events Coordinator](#)

[Finance Coordinator](#)

[Resource Coordinator](#)





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## Appendix C: Land Acknowledgement

Queer McGill is located in Tiohtiá:ke, the unceded traditional territory of the Kanien'ké:ha, Haudenosaunee, Anishinaabe, and Wendat peoples. This land has long served as a place for meeting and exchange among groups of Indigenous people. While this recognition is an important step, settlers must work to further understand their obligations as guests on Indigenous land. For more information, or to get involved, please read the [Indigenous Ally Toolkit](#) or donate time or money to the Native Women's Shelter, Resilience Montreal, or other Indigenous organizations.

Queer McGill est situé à Tiohtiá: ke, le territoire traditionnel non cédé des peuples Kanien'ké: ha, Haudenosaunee, Anishinaabe et Wendat. Cette terre a longtemps servi de lieu de rencontre et d'échange entre des groupes de peuples autochtones. En reconnaissant la terre sur laquelle nous nous tenons, les colons doivent se travailler pour mieux comprendre leurs obligations en tant qu'occupant-e sur les terres autochtones. Pour plus d'informations ou pour vous impliquer, veuillez lire [la trousse d'outils pour les alliées aux luttes autochtones](#) ou donner du temps ou de l'argent à la Native Women's Shelter, Résilience Montréal ou à d'autres organisations autochtones.



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## Appendix D: Language Acknowledgement

Insofar as it is required by the SSMU and any other applicable authorities, the official languages of Queer McGill are considered to be both English and French. As such, Queer McGill will endeavor to provide its services in both official languages, subject to any constraints of capacity. While English is understood as its historic language of operation, Queer McGill will make every effort to include and promote the Queer francophone community of McGill.

Notwithstanding, Queer McGill recognizes the role of official languages in disempowering minority language speakers. Queer McGill will strive to oppose the marginalization of minority languages and promote the accessibility of services to minority language speakers. In particular, Queer McGill opposes the efforts of the Government of Quebec to deprive minority language speakers of access to government services, which threaten the ability of Queer minority language speakers to access affirming legal and medical services.