

Constitution of the North American Young Generation in Nuclear McMaster Chapter (NAYGN McMaster)

1. TITLE

- 1.1. This organization is called the McMaster Chapter of North American Young Generation in Nuclear, hereafter referred to as NAYGN McMaster and falls under the auspices of the McMaster Students Union, hereafter referred to as the MSU.
- 1.2. This organization will use the full name or its shortened form, NAYGN McMaster, in all publicity materials and correspondence.

2. MISSION & PURPOSE

- 2.1. NAYGN McMaster will educate and engage undergraduate and graduate students of all levels and disciplines with an interest in the nuclear field.
- 2.2. By providing opportunities for students to network with professionals, develop skills pertinent to the industry, and inform the student body at McMaster about nuclear technology and power, NAYGN McMaster aims to create lifelong connections and inspire today's nuclear technology professionals to meet the challenges of the 21st century.

3. AFFILIATION WITH MCMASTER UNIVERSITY

3.1. McMaster Students Union

- 3.1.1. This organization is a recognized club by the McMaster Students Union but is not part of the MSU itself.
- 3.1.2. In all correspondence, this organization may refer to itself as a club but not part of the MSU itself.

3.2. NAYGN McMaster accepts full responsibility for all activities it sponsors.

3.3. NAYGN McMaster agrees to abide by all MSU and McMaster University policies and regulations.

3.4. NAYGN McMaster is the McMaster University chapter of NAYGN.

3.5. Where NAYGN guidelines, regulations, or policies differ from the NAYGN McMaster guidelines, regulations or policies, the policies of NAYGN McMaster take precedence, except in the case where the guidelines, regulations, or policies are rightfully superseding of those of NAYGN McMaster.

3.6. NAYGN McMaster is also recognized as a Non-Technical Clubs and Teams of the McMaster Engineering Society.

- 3.6.1. For additional clarity, Article 3.5 also applies in the event any binding policies, regulations, or required practices of the McMaster Engineering Society differ from the policies, regulations, or guidelines of NAYGN.

4. MEMBERSHIP

- 4.1. All currently enrolled undergraduate and graduate students at McMaster University are eligible to be voting members.
- 4.2. All members who are not enrolled as undergraduate or graduate students may join but are not eligible to be voting members.
- 4.3. Membership will be granted to those who sign-up using the Club's Bounce.
 - 4.3.1. At any time, membership may be verified through written contact by one of the Executive members.
- 4.4. Membership does not discriminate on any basis other than enrollment at McMaster University.
- 4.5. Withdrawal of membership can be done voluntarily by removing one's name and e-mail from the member's list by written, digital or otherwise, notice to the Executive Team.
- 4.6. Membership in NAYGN McMaster confers no right or obligation in the planning or execution of the events, initiatives, or efforts of NAYGN McMaster, which lie solely within the purview of the Executive Team, provided rights or obligations in the planning or execution of events, initiatives, or efforts, are not conferred by a superseding Constitution or Agreement.
- 4.7. NAYGN McMaster makes no warranty, express or implied, for the veracity of the members list.
- 4.8. Membership with NAYGN McMaster is for a term of four (4) years and expires after said term unless the member delivers a notice of membership continuance or renewal to the Executive Team.

5. STRUCTURE OF THE EXECUTIVE TEAM

- 5.1. The NAYGN McMaster Executive Team will operate functionally in a non-hierarchical manner, except in the representation of NAYGN McMaster to external bodies.
 - 5.1.1. The President(s) will act as primary representative to external bodies.
 - 5.1.2. If the President(s) is unavailable, any one Executive of the NAYGN McMaster may act as a representative, with due consideration given to the nature of the representation when considering which Executive is appropriate.
 - 5.1.3. Executive Team members may serve as ad hoc representative of NAYGN McMaster as the need may arise in prompt situations provided the nature of the representation is commensurate with their Executive position and responsibilities as outlined in Section 6.
- 5.2. The Executive positions of the NAYGN McMaster are President(s), Vice President, Executive Secretary, Treasurer, Program Planner, Outreach Team Lead, and Technical Project Lead
- 5.3. In addition to the Executive positions listed under Article 5.2, there will be a NAYGN McMaster member that is enrolled as a graduate student at McMaster University that will functionally serve alongside the Executive Team ("Graduate Advisor").

5.4. The President - Vice President structure can be changed to one which includes two Co-Presidents, with or without an active Vice President.

5.4.1. With a Vice President, Co-Presidents will equitably share the Presidential responsibilities elaborated in Article 6.1.

5.4.2. Without a Vice President, Co-Presidents will additionally absorb and share the responsibilities of the Vice President, elaborated in Article 6.2.

6. DUTIES OF THE EXECUTIVE MEMBERS

6.1. The President(s) will:

6.1.1. Be responsible for acting as the primary representative of NAYGN McMaster to external bodies as stipulated by Article 5.1.1.

6.1.1.1. For greater certainty, the President(s) will act as the principle point of contact and representative of NAYGN McMaster to the actors, companies, corporations, entities, associates, or affiliates of the Nuclear Industry ("Industry").

6.1.2. Be the nominal Chair of the Executive Team, responsible for chairing Executive meetings.

6.1.3. Be responsible for fulfilling the duties and obligations of a chapter lead as defined by the broader NAYGN organization.

6.1.4. Act as the lead Executive Team during the execution of NAYGN events ("Master of Ceremonies").

6.1.5. Be responsible for the NAYGN McMaster email account.

6.2. The Vice President will:

6.2.1. Be responsible for the administration and execution of planned NAYGN McMaster events and activities.

6.2.2. Be responsible for the maintenance of NAYGN McMaster's organizational status and standing with appropriate entities, affiliates, supervisory or parent organizations at McMaster University.

6.2.3. Be responsible for the creation, execution, and/or enforcement of any governance, terms, conditions, or articles that rightfully apply to NAYGN McMaster.

6.2.4. Act as the lead Executive Team during the execution of NAYGN events ("Master of Ceremonies") in the event the President(s) is/are unavailable or has otherwise waived their responsibility/right to do so.

6.3. The Treasurer will:

6.3.1. Be responsible for creating annual budgets, and when required by the policies and practices of organizations that rightfully apply to NAYGN McMaster, submit said budgets or other financial statements as the case may be.

6.3.2. Be responsible for all financial interactions of NAYGN McMaster, which include but are not limited to the receipt of rightful sponsorships or donations by other organizations or entities as the case may be.

6.3.3. Be responsible for the setup, maintenance, and clean-out of seasonal locker and mailbox access provided by the MSU.

6.4. The Executive Secretary will:

6.4.1. Be responsible for the recording of meeting minutes and making them available to the remainder of the Executive Team in a timely manner.

6.4.2. Be responsible for the administrative aspects of scheduling and facilitating meetings of the Executive Team at appropriate venues commensurate with the level of attendance.

6.4.3. Be responsible for the creation, organization, storage, and distribution of records created by the actions or correspondence of the Executive Team as the need may arise.

6.4.4. Be responsible for the administrative elements of the nominations and the elections process as further described in Articles 7.1 through 7.8.

6.5. The Program Planner will:

6.5.1. Be responsible for liaising with the McMaster Engineering Co-Op and Careers Services organization, or any superseding organization, for the purposes of facilitating the professional development of NAYGN McMaster members.

6.5.2. Be responsible for maintaining a functional relationship with relevant McMaster University Faculty, Faculties, Departments, or authorized agents or representatives.

6.5.3. Be responsible for the facilitation of collaborations with the greater NAYGN organization and McMaster University or McMaster NAYGN in furtherance of the mission and purpose of NAYGN McMaster as described in Section 2.

6.5.4. Be responsible for the creation, proposition, and submission of an annual program of events, goals, agendas, and priorities for the academic calendar year supporting the mission and purpose of NAYGN McMaster as described in Section 2 for consideration by the Executive Team.

6.6. The Outreach Team Lead will:

6.6.1. Be responsible for creating and maintaining all social media accounts affiliated with NAYGN McMaster.

6.6.2. Advertise NAYGN McMaster events or activities to both the NAYGN McMaster members at large and the remainder of the university student body utilizing appropriate mediums and media.

6.6.3. Be responsible for the generation of media and associated content used for the advertisement of NAYGN McMaster, its events, initiatives, goals, materials, and/or authorized communications.

6.6.4. Be responsible for the entirety of the social media ("Outreach Team").

6.7. The Technical Project Lead will:

6.7.1. Be responsible for the entirety of the Technical Project Team.

6.7.2. Be principally responsible for conceptualizing the technical project(s), as well as planning the weekly workshops throughout the school year (in collaboration with their Technical Project Aides).

6.7.2.1. Ensure that the technical projects are focused on nuclear application and introduce participants to skills beyond what is learned in first year engineering courses.

6.7.3. Be responsible for the purchase, ordering, and management of workshop equipment and materials.

6.7.4. Be responsible for the creation of instructional material for the workshops.

6.7.5. Be responsible for conducting the workshops.

6.8. In accordance with Article 5.3, the Graduate Advisor will:

6.8.1. Be responsible for advising the Executive Team on matters relevant to graduate students at McMaster University as they may pertain to the activities, agendas, priorities, goals, and/or objectives of McMaster NAYGN.

6.8.2. Act as a point of contact for NAYGN McMaster to organizations associated with the nuclear industry within the McMaster graduate student space.

6.8.3. Actively participate in Executive meetings and deliberations and functionally serve alongside the Executive Team for NAYGN McMaster matters.

7. VOTING AND HIRING PROCEDURE OF THE EXECUTIVE MEMBERS

7.1. The Outreach Team Lead will issue a Call for Nominations to the members list of NAYGN McMaster using an appropriate digital service.

7.1.1. This service will collect the Name, Contact Information, and Executive position to which the candidate has been nominated.

7.2. Complimentary to the Call for Nominations issued under Article 7.1, the Outreach Team Lead and/or the Executive Secretary will issue digital notification to the members list of NAYGN McMaster of the upcoming election that will confirm the intent of current members to remain members in the next academic calendar year.

7.2.1. The confirmed intent of current members will be used to form a list of voting members to which a digital election form will be issued under Article 7.8.

7.3. The Executive Secretary will collect, organize, and make available to the Executive Team the nominations collected.

7.4. The nominations collected will be presented to the Executive Team by the Executive Secretary for review to permit the vetting of the nominations for eligibility.

7.5. Eligibility is conferred to a nominee provided the following Articles have been satisfied by the nomination:

- 7.5.1. The nominee is an undergraduate student currently enrolled in McMaster University and have declared that they will be enrolled for the duration of another academic year.
- 7.5.2. The nominee is currently a member of NAYGN McMaster, subject to the conditions outlined in Section 4 of this Constitution.
- 7.5.3. For the Executive position of President, the nominee must have previously served a single term on the Executive Team equal in length to an academic year.
- 7.5.4. For the Executive position of Outreach Team Lead, the nominee must have previously served half of a single term on the Outreach Team equal in length to half an academic year.
- 7.5.5. The nominee is not applying for the position of Technical Project Lead.
- 7.6. Candidates that are deemed eligible by the review of the Executive under Articles 7.3 and 7.4 are advanced as Candidates.
 - 7.6.1. Nominees not advanced as Candidates due to ineligibility will be notified in writing of their ineligibility and of the cause of their ineligibility by the President(s), Vice President, or Executive Secretary.
 - 7.6.2. In the event that a position of the Executive Team has no eligible nominees, the Executive Team may, at its discretion, offer Candidates the opportunity to alter their nomination such that they are Candidates of the position for which there are no eligible nominees.
 - 7.6.3. In the event a nominee was nominated for the Executive position of President(s) but was ineligible under Article 7.5.3, the current Vice President, or Executive Secretary will notify the nominee of the ineligibility and will offer the nominee the opportunity to alter their nomination such that they become Candidates for another Executive position for which they are eligible.
- 7.7. The Executive Secretary will organize an Executive meeting that is open to the members of NAYGN McMaster to which all Candidates will attend for the purpose of campaigning to the members of NAYGN McMaster.
- 7.8. The Executive Secretary and the Outreach Team Lead will issue a digital election form to the members of NAYGN McMaster which will be controlled such that the form can only be returned singly by members and cannot be distributed to non-members.
 - 7.8.1. This form must contain an abstention option.
 - 7.8.2. This form will allow all members to cast a single, non-transferable vote to a single Candidate for each Executive position.
 - 7.8.3. Current Executive may vote in the election of Candidates to Executive positions, including in the case where a current Executive member is a Candidate for an Executive position.
- 7.9. In the event a tie occurs in the vote for an Executive position, the tie will be broken by a vote cast reflecting a simple majority vote of the current Executive Team.

7.10. In the event a position on the Executive Team will become vacant upon the completion of the academic year, and there is no Candidate for said position, or a Candidate is running for the position unopposed, the following Articles supersede Articles 7.1 through 7.8 of this Constitution.

7.10.1. For the case where there is no Candidate for a position on the Executive Team that will become vacant upon the completion of the academic year, any member of the Executive Team may nominate any undergraduate for the position, provided that said nominee is added to the members list as part of the nomination.

7.10.1.1. The Candidate will then enter a probationary period equal in length to half an academic year where the Candidate assumes all duties of the Executive position, as outlined in Section 6, without the ability to vote in Executive proceedings.

7.10.1.2. Upon completion of the probationary period, the Candidate may be awarded the Executive position without a vote of the general members of NAYGN McMaster upon a simple majority vote of the Executive Team in favor of the appointment of said Candidate to the position.

7.10.2. For the case where a Candidate for a position on the Executive Team that will become vacant upon the completion of the academic year is running for the position unopposed, the Candidate may be awarded the position upon a simple majority vote of confidence by the general members of NAYGN McMaster.

7.10.3. In the event a position becomes vacant prior to a scheduled election or the end of an academic year, the position may be filled by the Executive Team through a nomination by one member of the Executive Team that is ratified by a simple majority vote of the Executive Team provided such course of action is reasonable and necessary.

7.10.3.1. In the event that there are no nominations by Executive members, any member of the Executive Team may nominate any undergraduate for the Executive position, provided that said nominee is a member of NAYGN McMaster, subject to the conditions outlined in Section 4 of this Constitution.

7.10.3.2. The nominee will then enter a probationary period equal in length to half an academic year where the nominee assumes all duties of the Executive position, as outlined in Section 6, without the ability to vote in Executive proceedings.

7.10.3.3. Upon completion of the probationary period, the nominee may be awarded the Executive position without a vote of the general members of NAYGN McMaster upon a simple majority vote of the Executive Team in favor of the appointment of said Candidate to the position.

7.11. For the position of Technical Project Lead, the following Articles supersede Articles 7.5 through 7.10 of this Constitution.

- 7.11.1. The Technical Project Lead is selected through an interview process by the Executive Team, where a simple majority vote by the Executive Team will determine the Candidate selected.
 - 7.11.1.1. The President(s) have the choice to select a Candidate unchallenged.
- 7.11.2. The selected Candidate will then enter a probationary period equal in length to half an academic year, where the Candidate must conduct all the duties outlined in Article 6.7.
 - 7.11.2.1. During this probationary period, the Candidate does not have the ability to vote in Executive affairs and can be removed from the Executive Team by the President(s) or through a simple majority vote by the Executive Team, superseding Section 8.
 - 7.11.2.2. Upon completion of the probationary period, the Candidate will be awarded the Technical Project Lead position without a vote.
- 7.12. The activities described by Articles 7.1 to 7.11 will be scheduled and executed such that an Executive Team for the following academic year is formed in accordance with any temporal requirement, term, condition, or Article of a procedure, agreement, or constitution of an affiliated organization under Section 3 of this Constitution that rightfully applies to NAYGN McMaster.

8. REMOVAL OF AN EXECUTIVE MEMBER

- 8.1. Any Executive member can initiate a Call for Removal ("Call") to the Executive Team against any Executive member.
 - 8.1.1. Upon a Call being made the Executive making the call ("Prosecutor") and the Executive having the call made against them ("Defense") cannot make Call against another Executive member.
- 8.2. The validity of the Call is conferred provided it was initiated based on one or more of the following Articles:
 - 8.2.1. The Executive member did not complete the duties outlined in Section 6.
 - 8.2.2. The Executive member missed three meetings, outlined in Section 9.
 - 8.2.3. The Executive member created a toxic work environment.
 - 8.2.4. The Executive member did not fulfill NAYGN McMaster's mission, outlined in Section 1.
 - 8.2.5.
- 8.3. Upon a valid Call an Executive meeting will occur where both the Prosecutor and the Defense can present evidence or arguments in support of their claim.
 - 8.3.1. The Executive meeting must occur within a week after a Call has been made.
 - 8.3.2. During the Executive meeting the Prosecutor must present evidence or arguments in support of their claim first.

- 8.3.3. The Prosecutor and Defense can take no more than 30 minutes each during the Executive meeting to present their evidence and arguments, unless an extension is granted upon a simple majority vote of the Executive Team.
 - 8.3.3.1. The Prosecutor and Defense cannot propose an extension but may participate in the vote for the extension.
 - 8.3.3.2. The duration of the extension is at the discretion of the Executive member proposing the extension.
 - 8.3.3.3. The Prosecutor and Defense must both be granted the extension.
- 8.4. Once the Prosecutor and Defense have concluded their arguments or all allotted time has expired, all current members of the Executive Team, including Prosecutor and Defense, will vote on the removal of the Defense.
 - 8.4.1. Upon a simple majority vote of the Executive Team, the Defense will enter a probationary period equal to a fourth of an academic year or two months.
 - 8.4.1.1. During the probationary period, the Defense loses the ability to vote in Executive affairs, and they must submit weekly reports detailing what they have accomplished with that week.
 - 8.4.1.2. Upon the conclusion of the probationary period, a simple majority vote by the Executive Team will determine if the Defense is removed from the team or is reinstated as a full Executive member.
 - 8.4.2. In the event that a supermajority was not reached, the Call fails and no further action is taken.
- 8.5. In the event that an Executive member is removed from the Executive team, the vacancy will be filled through an election as outlined in Article 7.10.3.
- 8.6. Another Call cannot be made until a week after the previous Call's Executive meeting.

9. MEETINGS

- 9.1. Regular meetings shall be held on a weekly basis throughout McMaster University's Fall and Winter terms.
- 9.2. Regular meetings shall be held every other week throughout McMaster University's Spring and Summer Terms.
- 9.3. Meetings are open to all members of NAYGN McMaster, subject to limitations on attendance imposed by any policy, regulation, or law applicable to the venue of the meeting.

10. GENERAL VOTING PROCEDURE FOR EXECUTIVE MATTERS

- 10.1. All decisions made within the Executive Team will be based on a simple majority vote, except in cases where other Articles of this Constitution call for a supermajority vote.

11. AMENDMENTS

- 11.1. Any member of the Executive Team is eligible to propose amendments to this constitution at any point during the year.
- 11.2. Amendments to the Constitution can only be made upon ratification of the amendments proposed by a supermajority of three-quarters (3/4, or 75%) of the Executive Team.
- 11.3. Amendments to the Constitution will be delivered to the Executive Team in written form for due consideration, in a fashion such that the amendments may be considered with clarity in the absence of the member of the Executive Team proposing such amendments, and such that the amendments can be ratified and implemented *verbatim* as proposed.
- 11.4. Amendments to the Constitution, when ratified, may be enacted into force by appending the amendments to the existing constitution without revision of the written Articles of the existing constitution, for a period up to the end of the academic year in which the amendments were ratified by the Executive Team in accordance with Article 11.3.
 - 11.4.1. In the event more than one Amendment is proposed in accordance with Article 11.3, and the Executive Team does not ratify all proposed Amendments, the submission of Amendments may still be used as a document which can be enacted into force under the conditions of Article 11.4 if the Amendments not ratified are replaced with “[INTENTIONALLY DELETED]” within said document.
- 11.5. Ratified amendments enacted into force by the terms of Article 11.4 must be incorporated into a revised constitution upon the commencement of the academic year following the academic year in which said amendments were ratified.

12. LIMITATION OF RESPONSIBILITY

- 12.1. The responsibilities of NAYGN McMaster, its Executive Team, its members, representatives, or authorized agents, are limited to the responsibilities outlined in the Articles of the Constitution.
 - 12.1.1. In the case where terms, conditions, and/or Articles (“Terms”) of other Constitutions or Agreements do rightfully apply to NAYGN McMaster, and said Terms stipulate additional responsibilities of parties listed in Article 12.1, those parties are to dutifully fulfill those responsibilities provided said responsibilities can be mutually fulfilled with the responsibilities of this Constitution.
 - 12.1.2. In the case such Terms as referenced in Article 12.1.1 cannot be mutually fulfilled with the responsibilities of this Constitution, the responsibilities imposed by the superseding Constitution or Agreement takes precedence.