




TBLGAY constitution



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Acknowledgements

TBLGAY acknowledges that the land we stand on is the traditional territory of the Haudenosaunee, the Métis, the Huron-Wendat, and the current treaty holders, the Mississaugas of the Credit First Nation. The area known as Tkaronto is now home to many Indigenous Peoples. Those of us who are settlers onto this land must recognize the centuries of oppression that settler colonialism has enacted, and actively work against it.

Article 0:

Definitions

- **Internal Member/Team:** The **Coordinator** and all **Chairs**.
- **Safer Space:** A positive space that is monitored by a **Collective Member**, where everyone feels safe enough to be themselves without fear of physical/emotional/spiritual/mental/etc harm, while also being a place where people have the space to learn and improve. This applies to any event under TBLGAY designation, including the drop-in space.
- **TBLGAY Standing Rules:** The operating procedures decided by the **Collective**, based on this **constitution**. While rules may change based on year/need, the constitution should still be adhered to.
- **Queer and Trans Communities:** Queer and trans people including (but not limited to): two-spirit, aromantic, asexual, bisexual, gay, gender non-conforming, intersex, lesbian, nonbinary, pansexual, queer, questioning, and transgender communities.
- **Oppression:** Homophobia, heterosexism, transphobia, biphobia, lesbophobia, racism, among other forms of structural oppression.
- **Drop-in Space:** A physical open to any members of the **queer and trans communities**, run by TBLGAY according to **Safer Space** principles.

Article I: Details

Section i: Name

Trans, Bisexual, Lesbian, Gay, & Asexual at York, referred to as TBLGAY.

Section ii: Our Purpose

- CLAUSE 1) To represent **queer and trans communities** in York University, and to encourage growth and advancement of the greater queer and trans communities as a whole.
- CLAUSE 2) To coordinate and run **activities and events** for the TBLGAY community, and for the general queer and trans populations of York community.
- CLAUSE 3) To provide a **safer space** and supportive environment on campus, regardless of age, class, disability, ethnicity, gender/gender identity, gender expression, immigration/citizenship status, race, religion, sex, or sexuality, etc..
- CLAUSE 4) To attempt, through educational and social outreach, to reduce any forms of **oppression** at York University.
- CLAUSE 5) To provide **resources** and **support** to queer and trans individuals, via anti-oppression training, safer sex literature, social events etc.

Article II:

General Membership

Section i: Definition of a General Member

- CLAUSE 1) Any member of the **York University community**, including faculty, staff, undergraduate students, graduate students, visiting scholars, Glendon Students, and Seneca @ York students, or any other person who wants to participate in the **TBLGAY community**.

Section ii: Rights of a General Member

- CLAUSE 1) General Members may access the space and its resources during **open office hours** or **public events** hosted by TBLGAY.
- CLAUSE 2) General Members may attend and speak at any regularly scheduled **open Collective Meetings**.
- CLAUSE 3) General Members may be given occasional **volunteer opportunities**, as approved by the **Coordinator**.

Section iii: Responsibilities of a General Member

- CLAUSE 1) **General Members** agree to do their best to maintain **Safer Space** rules.

Article III:

Collective Membership

Section i: Definition of a Collective Member

- CLAUSE 1) A member of TBLGAY who has taken **additional responsibilities**. They represent the body of authority in TBLGAY, and TBLGAY in space and at events.

Section ii: Rights of a Collective Member

- CLAUSE 1) These are allowed only after completing training, and only if the **Collective Member** continues to do their assigned duties. They may be revoked by the **Coordinator**.
- CLAUSE 2) Being counted towards **quorum** at Collective and Emergency Meetings.
- CLAUSE 3) **Proposing** and **seconding** motions at Collective and Emergency Meetings.
- CLAUSE 4) **Voting** on motions which have been proposed and seconded and brought to a vote. (The valid votes are *yes*, *no*, and *abstain*.)
- CLAUSE 5) Access to TBLGAY's **financial** documents and records.
- CLAUSE 6) Access to TBLGAY's external **door code**, and unsupervised access to the room.

Section iii: Responsibilities of Collective Members

- CLAUSE 1) Must act according to TBLGAY's Purpose (Article 1, Section ii)
- CLAUSE 2) Must have a functional knowledge of TBLGAY's **constitution** and inner workings.
- CLAUSE 3) Must attend any **Collective Meetings**. If they can't attend, they must tell the **Coordinator** prior to the meeting.
- CLAUSE 4) Must ensure the confidentiality of sensitive information discussed during closed meetings.
- CLAUSE 5) During the Fall and Winter terms, must help with **outreach**, such as tabling, poster, or helping at events. Tasks may be considered **outreach** at the **Internal Team's** discretion.
- CLAUSE 6) During the Fall and Winter terms, must serve a **minimum of two office hours per week**, where they uphold the **drop-in space** according to **Safer Space** guidelines.

- CLAUSE 7) Must have regular communication with other Collective and Internal Members, including **digitally**.
- CLAUSE 8) If a Collective Members can't maintain these duties, they can discuss **other arrangements** with the **Coordinator**.
- CLAUSE 9) If there is a violation of the **Safer Space**, Collective Members must try to resolve the situation, and file an **incident report**.
- CLAUSE 10) All Collective members are responsible for these duties until they tell the **Coordinator** that they want to resign, or are removed (detailed below).

Section iv: Removal and Reinstatement

- CLAUSE 1) If a Collective Member doesn't fulfill their duties and can't reach an alternate agreement with the **Coordinator**, they are considered **inactive**.
- CLAUSE 2) If a Collective Member is at risk of being removed or made **inactive**, the **Coordinator** must provide them with a warning, reasoning, and if possible, the opportunity to amend their participation such as to not be made inactive or be removed.
- CLAUSE 3) **Inactive** Collective Members have none of the rights as defined in Section ii, but may voluntarily take up responsibilities as defined in Section iii.
- CLAUSE 4) If they want to be **reinstated** as active Collective Members, the Collective may vote to readmit them.
- CLAUSE 5) If a Collective Member is removed or made inactive, they must be informed by the **Coordinator**.
- CLAUSE 6): In case a Collective Member is removed, resigns, or is made inactive, the remaining Collective must be informed of the change by the **Coordinator**.

Article IV:

Collective Membership Process

Section i: Admission

- CLAUSE 1) **Collective Membership** can be given to any undergraduate York University student who has filled out an **application**, completed **Anti-Oppression training**, and completed **Collective Training**.
- CLAUSE 2) At the discretion of the **Coordinator**, any General Member who is **not an undergraduate York University student** can be a Collective Member, provided they have consistently shown responsibility and commitment to TBLGAY and completed all other requirements.

Section ii: Anti-Oppression Training

- CLAUSE 1) To be completed by all prospective Collective Members, Chairs, and General Members who want to facilitate or assist in **events**.
- CLAUSE 2) This training is run at the discretion of the **Coordinator**, with the assistance of the **Chairs**, and covers the basics of gender identity, sexuality, oppression, and power structures within our society.

Section iii: Collective Member Training

- CLAUSE 1) For all **Chairs** and **Collective Members**, run at the discretion of the **Coordinator** with the assistance of the **Chairs**. It covers skills needed to uphold TBLGAY's purpose, including active listening, maintaining a Safer Space, the general workings of TBLGAY, etc.

Article V: **Internal Team**

Section i: Definition of the Internal Team

- CLAUSE 1) The **Internal Team** is composed of the **Coordinator** and up to three **Chairs**.

Section ii: Responsibilities of the Internal Team

- CLAUSE 1) All responsibilities of **Collective Members** (Article III, Section iii).
- CLAUSE 2) Must keep the Collective **informed** of their work.
- CLAUSE 3) Must offer **support** and **guidance** to the Collective Members, as needed.
- CLAUSE 4) All operations of TBLGAY not performed by the **Collective**, including but not limited to organization of the drop-in space, management of the resource library, planning of events, and political activism.
- CLAUSE 5) At the start of its term, the **Internal Team** will divide among itself such responsibilities according to each member's abilities.
- CLAUSE 6) In cases where a chair cannot perform their duties, they can ask to delegate to any other member of the **Internal** or **Collective** team. If this happens so often that they're not doing their job, they may be **asked to resign**.

Section iii: Chair Members

- CLAUSE 1) **Chairs** are members of the **Internal Team** with year-long terms who are expected to assist the **Coordinator** with the responsibilities of the **Internal Team**.
- CLAUSE 2) **Chairs** are voting positions.
- CLAUSE 3) **Chairs** are compensated according to the Auxiliary Document on compensation.

Section iv: Coordinator

- CLAUSE 1) A non-voting, speaker member of the Collective with a year-long term starting on April 30th, and **signing authority**. The position is contracted, and compensated according to the Auxiliary Document on compensation.

Section v: Specific Responsibilities of the Coordinator

Subsection (a): General responsibilities

- CLAUSE 1) All **General Responsibilities of Chair Members** (Article V, Section ii).
- CLAUSE 2) Must work under TBLGAY's **purpose** as outlined in Article I, Section ii.
- CLAUSE 3) Must represent or designate a representative at relevant external functions and committees which affect TBLGAY.
- CLAUSE 4) Must work **fifteen hours per week** attending to TBLGAY business. For at least five of these hours, the **Coordinator** must be available to the **TBLGAY Community** in the lounge or office, or online in case the drop-in space is inaccessible. These hours may be reduced during the Summer term, with the approval of the **Collective**.

Subsection (b): Responsibilities pertaining to the Collective and Chairs

- CLAUSE 1) Must coordinate with **Collective Members** and **Chairs**.
- CLAUSE 2) Must make sure the **Chairs** are communicating with each other, and that they're **fulfilling their roles** as outlined in Article V.
- CLAUSE 3) Must **chair** all Collective and Emergency meetings.
- CLAUSE 4) Must provide a report of their work at every **Collective Meeting**.

Subsection (c): Responsibilities pertaining to administration

- CLAUSE 1) Must manage the TBLGAY **mailbox** in the **Student Centre main office**.
- CLAUSE 2) Must manage TBLGAY's **official email address**.
- CLAUSE 3) Must create and maintain a digital workspace (Discord, Notion, etc) for the **Collective** and **Internal** team. This space will include important **updates**, meeting **minutes**, **event** information, and upcoming **tasks**.

Article VI: Hiring Process

Section i: Timelines

- CLAUSE 1) By at least the **second week of March**, TBLGAY will advertise **Coordinator** and **Chair** positions as widely as reasonably possible (eg: Instagram, in-room posters) and accept applicants' resumé. The **Hiring Committee** (see Section iii) will also be formed around this time.
- CLAUSE 2) The Hiring Process for both **Chair** and **Coordinator** positions must be started by **at least the second week of March**, so that outgoing members have time to **train** incoming members.
- CLAUSE 3) Hirings will be announced **no later than April 15th**.
- CLAUSE 4) Terms start on **May 1**. Regardless of **when** they are hired, all terms last until **April 30th**.
- CLAUSE 5) In the event of a **Coordinator or Chair's resignation**, the hiring process will start at the earliest possible time. The **previous hiring committee** can be recalled or a new committee may be formed.

Section ii: Right of first refusal

- CLAUSE 1) Currently employed **Chairs** and **Coordinators** will be granted the right to stay in their position for another term. If they choose to exercise said right, TBLGAY will not seek applicants for their position.

Section iii: Hiring committee

- CLAUSE 1) The **Internal Team** is selected by the **Hiring Committee**, which is composed of **the current Coordinator** and two other **Collective Members** or **Chairs**, nominated and approved by the **Collective**. If there is no **Coordinator** available, the position will be filled by a **Chair** or **Collective Member**.
- CLAUSE 2) The head of the hiring committee will be the **outgoing Coordinator**, or an appointed TBLGAY member. They are responsible for accepting resumes.
- CLAUSE 3) The Hiring Committee is expected to behave **autonomously** from the Collective (apart from the approval vote outlined in Clause 2 of Section iv), but will work in their best interest.
- CLAUSE 4) At the Hiring Meeting, the committee will use **resumés** and **interviews** to determine the best applicants for TBLGAY's **Coordinator and Chairs**.

Section iv: Hiring confirmation

- CLAUSE 1) The Hiring Committee will present their decisions, as a roster, at a **Collective Meeting**.
- CLAUSE 2) The proposed roster must be approved by a **simple majority** vote.
- CLAUSE 3) If the proposed roster is **not approved** by the vote, the **Hiring Committee** must propose a new slate, and if necessary, seek new applicants.

Section v: Training

- CLAUSE 1) The **incoming Internal Team** will be trained by the **outgoing Internal Team**.
- CLAUSE 2) If members of the **incoming Internal Team** have not undergone both **Anti-Oppression Training and Collective Training**, either the **incoming Coordinator** or **outgoing Internal Team** must facilitate the completion of both as soon as is reasonable.

Article VII:
Resignation

Section i: Collective Member or Chair Position

- CLAUSE 1) If a Collective Member or Chair wants to resign, they must inform the **Coordinator**.

Section ii: Coordinator

- CLAUSE 1) If the **Coordinator** wants to resign, they must submit a written letter to the **Collective** at the next Collective Meeting, and to the **York Federation of Students**, with a minimum of two weeks notice before the contract is severed.

Article VIII: Meetings

Section i: Timelines

- CLAUSE 1) The Collective will meet **at least once a month** during the winter and fall terms, and as needed in the summer.
- CLAUSE 2) Meetings shall be scheduled with at least 3 days' notice, and shall take place at a time which is reasonably convenient for **Collective** and **Internal Members** to attend.

Section ii: Process

- CLAUSE 1) All meetings must pass **quorum**, which is **1/3** the **Collective Membership**, plus one.
- CLAUSE 2) If the **Coordinator** is unable to attend, they will designate another **Internal Member** to chair the meeting.
- CLAUSE 3) All Collective Meetings will begin with a **land acknowledgment**.
- CLAUSE 4) If a Collective Member is absent from a meeting, they can submit their informed **proxy vote** through the meeting chair, at the latter's discretion.
- CLAUSE 5) All votes are done through secret ballot, and must pass a **simple majority**, unless otherwise specified.
- CLAUSE 6) Meetings may be open to **General Members** at the meeting chair's discretion, except in the case of **Emergency Meetings** or while dealing with sensitive topics such as banning or impeachment.

Article IX: **Banning**

Section i: Grounds for Banning

- CLAUSE 1) Not adhering to the **purpose** of the organization as outlined in Article II.
- CLAUSE 2) Not following **Safer Space guidelines**.

Section ii: Process

- CLAUSE 1) A Collective Member, Chair, or Coordinator must put forward a **written motion of banning** to the chair of any closed meeting. The motion must have the written and signed (or electronically signed) support of **at least two** other Collective or Internal Members seconding and thirding the motion.
- CLAUSE 2) The meeting chair will address the issue by reading out the written motion of banning, then explain the **process of banning** as stated here.
- CLAUSE 3) The defendant must be contacted by the **Coordinator** (or another person delegated to by the **Coordinator**) about the matter as soon as possible. The defendant has **ten days** to respond, in which case they can give either an in-person or written statement defending themselves at the next meeting. If they don't come forward in ten days, they **give up this right**.
- CLAUSE 4) The banning motion will be voted on by the **Collective**, requiring a **two-thirds majority to be approved**.
- CLAUSE 5) The banned person must be served a **written letter** notifying them of their banning, with a summary of the reasons they were banned, and outlining the process for being **reinstated** if applicable.
- CLAUSE 6) Bans are permanent unless a **reinstatement date** is specified in the **motion**.

Section iii: Reinstatement Process

- CLAUSE 1) Once the **reinstatement date** (if any) is reached, the banned person can apply to the Collective for reinstatement.
- CLAUSE 2) They must notify the **Coordinator**, who will then meet with them and the **Internal Team**, and determine if the person will be allowed to come back.
- CLAUSE 3) If yes, the banned person is given a **probationary period of 6 weeks**, where they may access the space during open hours.
- CLAUSE 4) After this probation period has ended, the Collective can vote to lift or reimpose the ban (requiring a **simple majority** either way), or can vote to extend the probationary period.

Article X:

Emergency Processes

Section i: Emergency Meeting

- CLAUSE 1) An Emergency Meeting may be called at any time by the **Coordinator** or a group of **three Collective Members**, including **Chairs**.
- CLAUSE 2) Article IX, Section i, Clause 2 **does not apply to emergency meetings**.
- CLAUSE 3) Discussions and decisions that occur during Emergency Collective Meetings will be reported by a Coordinator or Chair at the next Collective Meeting, except for information concerning confidentiality and safety.
- CLAUSE 4) All Emergency Meetings are **closed meetings**.
- CLAUSE 5) Emergency Meetings require a quorum of **at least half of the Collective**.

Section ii: Emergency Powers

- CLAUSE 1) In the event of a crisis that affects the operation of TBLGAY, the Coordinator, Chair, or Collective Member with the written and signed (or electronically signed) support of at least two (2) other Collective Members or Chairs, can **act as they see fit** to resolve the crisis.
- CLAUSE 2) Once Emergency Powers have been used, an **Emergency Collective Meeting** must be called, at which any actions or changes made through Emergency Powers **must be voted on** and either **confirmed** or **rejected**.
- CLAUSE 3) The Coordinator, Chair, or Collective Member acting on TBLGAY's behalf is required to **provide a report at the Emergency Meeting** stating the nature and validity of their actions. They must also show the signed support documents. The report will be placed in the minutes of the next Collective Meeting, outlining the purpose and outcome of the Emergency Meeting.
- CLAUSE 4) If the Collective determines by vote that the actions taken by the Coordinator, Chair, or Collective Member were inappropriate, they may take **any action** the collective deems necessary up to and including initiating a motion for impeachment.

Article XI:

Impeachment of Coordinators and Chairs

Section i: Grounds for Impeachment

- CLAUSE 1) Not adhering to the **Purpose** of the organization, as outlined in Article I, section ii.
- CLAUSE 2) Not following and upholding the **responsibilities** outlined in this constitution.
- CLAUSE 3) Wilfully abusing **emergency powers**.

Section ii: Process

- CLAUSE 1) A Collective Member, Chair, or Coordinator must put forward a **written motion of impeachment** to the **Collective**. Despite the usual requirements, this motion can be brought outside of a meeting. This motion must have the written and signed (or electronically signed) support of **at least two** other Collective or Internal Members seconding and thirding the motion.
- CLAUSE 2) Once a motion of impeachment has been seconded and thirded, the signatories shall arrange an emergency meeting to discuss and vote on the motion. This meeting shall be chaired by a non-signatory and non-defendant Collective or Internal Member, who shall abstain from the vote.
- CLAUSE 3) The defendant must be contacted by a signatory of the motion about the matter as soon as possible. The defendant has **ten days** to respond, in which case they can give either an in-person or written statement defending themselves at the meeting. If they don't come forward in ten days, they **give up this right**.
- CLAUSE 4) The impeachment motion will be voted on by the **Collective**, requiring a **two-thirds majority to be approved**.
- CLAUSE 5) The impeached person must be served a **written letter** notifying them of their impeachment, with a summary of the reasons they were impeached.

Section iii: Coordinator Replacement Process

- CLAUSE 1) If the **Coordinator impeachment** is successful, the Collective can vote for a **Collective member** or **Chair** to temporarily hold the position until a suitable candidate is hired.
- CLAUSE 2) This vote can be done in the same meeting as the impeachment vote.

- CLAUSE 3) An **interim Coordinator** has the same responsibilities and duties of the position, except for **signing authority**.
- CLAUSE 4) If no interim Coordinator is voted in, the responsibilities and duties of the position will pass to a member of the **Internal Team**, at the **Collective's** discretion.
- CLAUSE 5) The interim Coordinator is **eligible for the formal Coordinator hiring** process. If they don't want to be hired, they may also sit on the **Hiring Committee**.

Section iv: Chair Replacement Process

- CLAUSE 1) If a Chair is impeached, a new person for the position can be appointed by Collective vote, or the position can be left vacant.

Article XII:

Constitution Amendments

Section i: Prerequisites

- CLAUSE 1) TBLGAY's Collective Members, Chairs, and Coordinators have exclusive rights to **amend and approve amendments** to this constitution as long they abide by the York University Student Code of Conduct, as well as the Ontario Human Rights Code, Canada's Criminal Code, and the purpose of TBLGAY as outlined in Article I.

Section ii: Process

- CLAUSE 1) Any proposed changes must be put forward at a **Collective Meeting** by a Collective Member, Chair, or Coordinator.
- CLAUSE 2) Any motions to alter the constitution must be approved by a **two-thirds majority**.

Article XIII:

Auxiliary Documents

Section i: Definition

- CLAUSE 1) An auxiliary document is a document which defines an aspect of TBLGAY's routine operations not otherwise defined in this Constitution.

Section ii: Formal Requirements

- CLAUSE 1) Auxiliary documents must be made available alongside the constitution.
- CLAUSE 2) Auxiliary documents must abide by the York University Student Code of Conduct, as well as the Ontario Human Rights Code, Canada's Criminal Code, and the purpose of TBLGAY as outlined in Article I.

Section iii: Creation & Amendment Process

- CLAUSE 1) The creation of a new auxiliary document and its attachment to the constitution must be put forward at a **Collective Meeting** by a Collective Member, Chair, or Coordinator, and approved by a **two-thirds majority**.
- CLAUSE 2) Auxiliary documents **may** follow different amendment procedures than the constitution itself, and if so shall specify these procedures within themselves. However, these procedures must keep to the same standards of transparency as the constitutional amendment process defined in Article XIII, Section ii.